

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA22/01

TITLE: Cessnock City Council Enterprise Agreement 2022

CASE NO: 2022/100045

DATE APPROVED/COMMENCED: 13 April 2022 / 1 March 2022

TERM: 36 months

NEW AGREEMENT OR VARIATION: Replaces EA18/09

GAZETTAL REFERENCE: 6 May 2022

NUMBER OF PAGES: 35

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all employees of the Cessnock City Council except for the General Manager and other Senior Staff, located at 62-78 Vincent Street, Cessnock NSW 2325, who fall within the coverage of the Local Government (State) Award 2020.

PARTIES: Cessnock City Council & New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; the Local Government Engineers' Association of New South Wales; Development & Environmental Professionals Association of New South Wales.



CESSNOCK
CITY COUNCIL

Cessnock City Council
Enterprise Agreement 2022

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Part 1 - APPLICATION AND OPERATION

1. Title

- 1.1. This Agreement shall be known as the Cessnock City Council Enterprise Agreement 2022 (“Agreement”).

2. Definitions and Interpretation

- 2.1. In this Agreement, unless the contrary Intention appears:

Act means the *Industrial Relations Act 1996* (NSW).

Agreement means the *Cessnock City Council Enterprise Agreement 2022*.

Award means the *Local Government (State) Award 2020* and any variation thereof and/or any successor awards.

Council means Cessnock City Council.

General Manager means a person appointed in accordance with section 334 of the *Local Government Act 1993* (NSW) to discharge the duties and responsibilities of the role of general manager, and may include a person that is acting in the role of general manager.

Preserved conditions means conditions of employment referred to in Schedule A, Schedule B, Schedule C and Schedule D of this Agreement.

Senior staff has the same meaning as under the *Local Government Act 1993* (NSW) and includes the general manager of the Council and the holder of all other positions identified in the Council’s organisation structure as senior staff positions.

Union means any one or more of the following organisations:

- New South Wales Local Government, Clerical, Administrative, Energy and Utilities Union (“USU”);
- Local Government Engineers’ Association of New South Wales (“LGEA”);
- Development and Environmental Professionals’ Association (“depa”).

3. Parties to the Agreement

- 3.1. The parties to this Agreement are:

- a) Cessnock City Council;
- b) New South Wales Local Government, Clerical, Administrative, Energy and Utilities Union;
- c) Local Government Engineers’ Association of New South Wales; and
- d) Development and Environmental Professionals’ Association.

4. Coverage

- 4.1. The Agreement shall apply to all employees of the Council except for the general manager and other senior staff.

5. Relationship with the Award

- 5.1. This Agreement is to be read and interpreted in conjunction with the Award.
- 5.2. Where there is any inconsistency between this Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.
- 5.3. Where the Agreement is silent the Award shall apply.

6. Terms of the Agreement

- 6.1. This Agreement will operate from the first full pay period on or after 1 March 2022 and will remain in force for a period of 3 years.
- 6.2. This Agreement rescinds and replaces the *Cessnock City Council Enterprise Agreement 2018*.
- 6.3. It is the parties' intent to commence negotiations for a further enterprise agreement between six (6) to twelve (12) months prior to the nominal expiry of this Agreement. The terms and conditions of this Agreement will continue to apply until a new agreement is made in accordance with the Act.

7. Duress

- 7.1. This Agreement has not been entered into by any duress by any party to it.

Part 2 - STATEMENT OF INTENT

8. General

- 8.1. It is the intention of the parties that this Agreement:
 - a) Establish fair and equitable terms and conditions of employment;
 - b) Not result in a reduction in the take-home pay of employees;
 - c) Provide flexibility in workplace practices to enable the Council to better meet operational requirements now and into the future; and
 - d) Facilitate the delivery of quality services to the community that are financially sustainable.
- 8.2. Cessnock City Council understands the importance of assisting all employees to achieve a work life balance and is committed to introducing protocols that support employees in achieving this balance whilst still meeting the operational requirements of the Council and ensuring community expectations are met.
- 8.3. The Council and the Union agree to review operations at the Council on an ongoing basis with a view to providing enhanced flexibility and efficiency.
- 8.4. The Council and the Union agree that nothing in this Agreement shall preclude them from entering into negotiations to vary this Agreement at any time where a specific need is mutually agreed.

9. Council Values

- 9.1. The following values and behaviours are considered to be the core requirements of our organisation. All staff working for Cessnock City Council are expected to demonstrate these values and behaviours in their dealings with each other and with our community.

| | |
|----------------|---|
| Integrity | We are open, honest and transparent We build trust |
| Respect | We treat people fairly and consistently We respect others' views, ideas and opinions |
| Teamwork | We work as one to get the job done We work together with our community |
| Accountability | We are committed to safety in all we do We take ownership of our decisions and actions |
| Excellence | We strive to do it once and do it right We take pride in our work We strive for efficiency and innovation |

Part 3 - ANTI-DISCRIMINATION

10. Anti-Discrimination

- 10.1. The Anti-Discrimination provisions of the Award shall apply.

Part 4 - CONDITIONS OF EMPLOYMENT

11. General

- 11.1. The provisions of the Award shall apply unless a contrary intention appears.

12. Ordinary Hours of Work

- 12.1. The Hours of Work and Overtime provisions of the Award shall apply unless a contrary intention appears.
- 12.2. Council will provide employees with a range of flexibility options as set out in the Flexible Work Arrangements Protocol (Annexure 1).
- 12.3. Council will not make any variations to the Flexible Work Arrangements Protocol without prior consultation and agreement with employees and the Unions to which they belong.
- 12.4. Subject to the Overtime provisions of the Award, a casual employee will not be offered to work overtime in a position held by a permanent employee of Council, if such permanent employee is available to work that overtime.

- 12.5. Nothing in this clause will restrict the parties from reaching agreement on other variable work arrangements during the term of this agreement.

13. Rosters and Changes to Rosters

- 13.1. Where applicable, a roster for full-time and part-time employees showing normal commencement/finishing times and the name of each employee will be prepared by the Council and will be made available to the employee(s) at least two weeks in advance.
- 13.2. A roster can be altered by mutual consent at any time and may be altered by the Council on the giving of reasonable notice. For the purpose of this subclause reasonable notice will be determined having regard to:
- the employee's personal circumstances including any family and carer responsibilities; and
 - the needs of the workplace, including any genuine operational or safety reasons.
- 13.3. Where mutual consent cannot be reached, at least two weeks prior to the proposed alteration the Council shall provide the employee with the reasons for the alteration to the roster in writing. At least one week prior to the proposed roster alteration the employee shall provide reasons in writing if they do not agree with the proposed roster change, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute the Grievance and Dispute Procedures of the Award shall apply.

14. Start and Finish Location

- 14.1. Council may require an employee to commence and/or finish work at a location away from the employee's normal starting point or to transfer an employee to a different normal starting point by agreement or by the giving of reasonable notice. For the purpose of this subclause reasonable notice will be determined having regard to:
- the employee's personal circumstances including any family and carer responsibilities; and
 - the needs of the workplace, including any genuine operational or safety reasons.
- 14.2. The Travelling Allowance provisions of the Award shall apply.

15. Personal Leave (Sick and Carers)

- 15.1. The quantum of personal leave (sick and carers) an employee (other than a casual) is entitled to during each year of service shall be in accordance with the provisions of the Award.
- 15.2. Employees may take up to 5 occasions of Personal Leave, including carer's leave, without certification in each year of service, consisting of 4 occasions of a single day and 1 occasion of 2 days.
- 15.3. Proof of illness will be required after the 5 occasions or for absences exceeding 2 working days.
- 15.4. Proof of illness for sick leave will include certification from a qualified medical/health practitioner registered with the appropriate government authority.
- 15.5. Proof of illness for carer's leave will include a medical certificate or statutory declaration detailing the illness of the person concerned and that the illness is such that it requires care by another person.

- 15.6. Where more than 10 days personal leave in any year of service is required for caring purposes, Council may request that the employee produce a medical certificate from a qualified medical/health practitioner detailing the nature of the illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as that it requires care by the employee and that no other appropriate care arrangements are reasonably available.
- 15.7. In addition to the provisions of the Agreement and the Award, the Personal (Sick and Carers) Leave Protocol (Annexure 2) will apply to the management of Personal (Sick and Carers) leave at Council.
- 15.8. Council will not make any variations to the Personal (Sick and Carers) Leave Protocol without prior consultation and agreement with employees and the Unions to which they belong.
- 15.9. Employees who have the preserved 43 hour week as set out in Schedule A Part 15 may elect whether to be paid Personal Leave at either 8.05 hours (inclusive of RDO accrual) or 9.05 hours (inclusive of RDO accrual).

16. Meal Breaks

- 16.1. The Council may require an employee in the following roles or work areas to remain at their place of work during the meal break if a replacement employee is not reasonably available:
- Recreation centres
 - Tourism services
 - Community services

Provided that where the employee is required to perform work during their meal break the employee shall have their meal break extended so that they receive a meal break of the required duration.

- 16.2. Where Council requires an employee employed at Council's Performing Arts Centre to work more than five continuous hours without a meal break, the employee will be paid for the period which should be allowed for the meal break, that is, 30 minutes, at the rate of double time.

17. On-Call Allowance

- 17.1. The On-Call provisions of the Award shall apply. This clause supplements the Award provisions.
- 17.2. Within twelve (12) months of the commencement of this Agreement the Council will undertake a review of its after-hours operations across all of its activities in consultation with employees and the unions to which they belong.
- 17.3. Until such time as the review of after-hours operations is complete, employees who receive the on call allowance in accordance with the Award shall be paid an additional \$108.32 per week indexed to Award increases when they are on-call to compensate for dealing with after-hours telephone calls.
- 17.4. The parties agree to cooperate with the review of the Council's after hours operations.

18. Gravesite Re-opening Allowance

- 18.1. An employee who is required to re-open a gravesite will be entitled to an allowance of \$55.00 for each gravesite re-opening.

18.2. This allowance will not be indexed.

19. Pre-Start Check Allowance

- 19.1. For operational reasons Council may require an employee to garage a vehicle at their place of residence. Where this occurs, a Pre-Start Check Allowance of \$3.00 per day may be payable where Council requires an employee to perform a Plant and Equipment Pre-Start checklist prior to the required starting time.
- 19.2. Where the employee completes the Plant & Equipment Pre-Start Checklist after the required starting time no allowance will be payable.
- 19.3. Employees who operate multiple items of plant and who are required by Council to complete the Plant & Equipment Pre-Start Checklist on all items of plant in accordance with clause 20.1, shall only undertake the Pre-Start check on one item of plant to transport all other items of plant to the job site. The Pre-Start check on all other items of Plant & Equipment shall be completed at the job site.
- 19.4. This Allowance will not be indexed, however, the parties may review the Pre-Start Allowance in conjunction with changes to the Award.

20. Mechanics – Adverse Working Conditions

- 20.1. All permanent Mechanics and the Fuel Truck Driver will be entitled to an over award payment equivalent to the Level 2 Adverse Working Conditions Allowance as set out in Table 2 of Part B of the Award.
- 20.2. The over award payment will be paid in lieu of the Level 1 Adverse Working Conditions Allowance and any other previously agreed arrangements in relation to the Adverse Working Conditions Allowance.
- 20.3. This allowance will be increased in accordance with the Level 2 Adverse Working Conditions Allowance of the Award.

21. Additional Superannuation

- 21.1. Subject to this clause, the Council shall pay permanent employees who are entitled to superannuation an additional 1% superannuation on their superable salary. Such payment shall be paid to the employee's superannuation fund as a co-contribution.
- 21.2. The maximum employer superannuation contribution that the Council shall be required to pay on behalf of an employee under this Agreement shall be 12 percent. For example, if the Council is required by legislation or the Award to pay 11.5% superannuation, the Council would only be required to pay an additional 0.5% superannuation under this Agreement.
- 21.3. This clause shall cease to apply if, and when, legislation or the Award requires the Council to pay employer superannuation contributions of 12% percent or more.

22. Healthy Workers Initiative

- 22.1. Permanent Indoor employees of the Council employed as at 31 January 2014 will be eligible to continue to receive an annual subsidy as set out in Schedule A - Preserved Conditions, Part 16, Clause 10.

23. Union Meetings

- 23.1. Employees shall be granted a half (1/2) hour on three occasions each year to attend union meetings without loss of pay, provided that the union(s) shall provide the Council with at least forty eight (48) hours written notice of their intention to hold such meeting(s).
- 23.2. The meetings referred to in this clause shall occur at a time and venue that minimises disruption to the Council's operations.

Part 5 - SWIMMING POOL EMPLOYEES

24. General

- 24.1. The provisions of the Award and this Agreement shall apply unless a contrary intention appears.
- 24.2. Permanent swimming pool employees shall perform their duties at Council's pools during the swimming pool season.
- 24.3. During the winter shutdown permanent swimming pool employees will perform meaningful duties in suitable work areas across the outdoor workforce based on the employees skills, experience and qualifications.
- 24.4. During the swimming pool season employees may take one (1) week annual leave during the Christmas School Holidays, providing operational requirements are met.
- 24.5. Permanent Swimming Pool employees of the Council employed as at 30 June 2021 will continue to work in accordance with the terms and conditions of employment as set out in Schedule D - Preserved Conditions – Swimming Pool Employees.

Part 6 - WASTE SERVICES OPERATIONS

25. General

- 25.1. The provisions of the Award and this Agreement shall apply unless a contrary intention appears.
- 25.2. The Council and the Union acknowledge that Council's waste management strategy, waste management practices and legislative requirements may change during the operation of this agreement. If this occurs, the parties agree to review work practices and negotiate in good faith to meet the Council's waste service requirements.

26. Waste Services Duties

- 26.1. The waste service operations include waste collection, operation of the waste management centre and other waste management activities.
- 26.2. Waste services operators may be required to perform duties in any of the waste services operations as set out in the waste services operator position description, subject to clause 51 Preserved Conditions of Employment.

27. Hours of Work

- 27.1. The ordinary hours of work for waste service operators shall be 38 hour week. The Council shall arrange the ordinary hours of work on the basis of a 19 day month.

- 27.2. The ordinary hours worked by waste service operators shall be between Monday to Sunday.
- 27.3. Domestic Waste will be collected Monday to Friday, except where a Saturday is worked due to a public holiday specified at clause 27.10.
- 27.4. Waste services operators performing domestic collection services duties will operate on a job and finish basis.
- 27.5. The work cycle for Waste Service Operators is based on a 4 week roster (not a calendar month) commencing on a Saturday to align with the standard pay week. The 4 week cycle consists of working 152 hours within 4 weeks (excluding accrual and taking of RDO's) provided that at least 8 days off shall be granted within that period.
- 27.6. Starting time for domestic collection services will be 4.30am at Council's Depot however, waste collection shall not commence prior to 5:00am.
- 27.7. Starting and finishing times for shifts at the Waste Management Centre services shall be between the hours of 6.00am to 6.00pm.
- 27.8. Where a breakdown or other extenuating circumstance occurs in the domestic collection service, waste service operators shall provide assistance to each other within the normal spread of hours. Operators will be entitled to paid overtime when required to work past 1.00pm.
- 27.9. Where a breakdown or other extenuating circumstance occurs waste services operators may be required to perform a broken shift or a late start shift that with prior agreement will not incur any overtime payment.
- 27.10. All public holidays are considered to be an ordinary working days with the exception of Christmas Day, Good Friday, and Council Picnic Day.
- 27.11. Where a public holiday additional to those prescribed in Clause 36.10 and the Award is gazetted in a calendar year and a waste services operator is required to work they will be paid at the public holiday rates as set out in the Award.
- 27.12. Waste collection operators rostered on during the week of a public holiday as set out in Clause 36.10 shall be rostered to complete the full week's collection that may conclude on a Saturday.
- 27.13. The agreed starting and/or finishing point for Waste Service Operators shall be either Council's Depot or Council's Waste Management Centre. Waste Service Operators may be required to start and/or finish work at either work site depending on the rostered working arrangements.

28. Annualised Salary

- 28.1. Waste Collection Operators will continue to receive an annualised salary. The components of the annualised salary will be as set out in Schedule C – Waste Services Preserved Conditions.

Part 7 - RECREATION SERVICES TRACTOR OPERATORS

29. General

29.1. The provisions of the Award and this Agreement shall apply unless a contrary intention appears.

30. Hours of Work

- 30.1. For operational purposes tractor operating employees may be required to work extended hours during periods of rapid grass and/or vegetation growth. The requirement to work extended hours shall be at the discretion of the relevant coordinator in consultation with the employees affected prior to any extended hours being performed.
- 30.2. The hours of work will not exceed 54.3 hours per week and the number of 54.3 hour weeks will not exceed 16 over any 12 month period.
- 30.3. Hours worked in excess of 43 hours per week (excluding Rostered Days Off) in accordance with clause 40.1 will be referred to as banked hours and will accrue at one and a half hours for each hour worked.
- 30.4. Banked hours shall wherever possible be taken during the winter season at the discretion of the relevant coordinator in consultation with the employees affected.
- 30.5. Where the Council requires tractor operating employees to work overtime in accordance with clause 40.1 the employees will be offered the option of payment in accordance with the overtime provision of the Award or the banking of hours as provided for in clause 40.3.
- 30.6. For operational reasons Council may require an employee to garage the tractor at their place of residence. Where this occurs their agreed starting and/or finishing point shall be their place of residence.

Part 8 - MAINTENANCE TRACTOR OPERATORS

31. General

31.1. The provisions of the Award and this Agreement shall apply unless a contrary intention appears.

32. Hours of Work

- 32.1. For operational purposes tractor operating employees may be required to work extended hours during periods of rapid grass and/or vegetation growth. The requirement to work extended hours shall be at the discretion of the relevant coordinator in consultation with the employees affected prior to any extended hours being performed.
- 32.2. Hours worked in excess of 43 hours per week (excluding Rostered Days Off) in accordance with clause 42.1 will be referred to as banked hours and will accrue at one and a half hours for each hour worked.
- 32.3. As maintenance tractor operators at times perform other duties, the ability to bank hours will only be available when tractor operating duties are being performed.
- 32.4. Banked hours shall be taken at the discretion of the relevant coordinator in consultation with the employees affected.

Part 9 - LIBRARY SERVICES

33. General

- 33.1. The provisions of the Award and this Agreement shall apply unless a contrary intention appears.
- 33.2. This provision replaces and rescinds the Cessnock City Council Library Services Agreement 2004.

34. Hours of Work

- 34.1. Part time employees will be rostered based on their regular hours and days in accordance with their conditions of employment.
- 34.2. Subject to operational requirements, the Council shall arrange the library rosters so that full time employees' commencement/finishing times rotate between shifts and shifts are allocated in an equitable manner.
- 34.3. No changes to the minimum agreed staff numbers will occur without prior consultation with the relevant employee(s) and the union(s) to which they belong.
- 34.4. Saturday – Cessnock & Kurri Kurri Library
 - a) Employees not employed to perform a permanent Saturday shift will undertake Saturday shifts on a rotating basis and will undertake the Supervisory role.
 - b) Employees working in the supervisory role shall attract higher grade pay (where applicable).
 - c) Full time staff working Saturdays shall accrue hours worked before 12 noon as flexi-time equivalent to actual hours worked.
 - d) All hours worked beyond 12 noon will be paid at double time if more beneficial than the shift penalty.
 - e) Employees in the supervisory role must remain in the Library for the duration of the Saturday shift.

Part 10 - DISPUTE RESOLUTION

35. Grievance and Dispute Procedures

- 35.1. The Grievance and Dispute Procedures of the Award shall apply.

Part 11 - SAVINGS AND TRANSITIONAL

36. Preserved Conditions of Employment

- 36.1. Schedule "A" lists preserved conditions of employment that applied to specified employees of the Council on 31 January 2014 ("preserved conditions") and who have maintained continuity of service with the Council since that date.
- 36.2. Where applicable, preserved conditions at Schedule "A" shall continue to apply, provided that they shall cease to apply if:

- a) The employee concerned agrees, in writing, that such preserved condition(s) shall no longer apply, or
 - b) The employee is appointed to a different position within the Council's organisation structure and the preserved condition(s) are either not offered as a condition of employment; are not requested in accordance with clause 37, Portability of 43 hours per week working arrangement; or are requested and not approved in accordance with clause 37, Portability of 43 hours per week working arrangement, in the different position.
- 36.3. Schedule "B" preserves the payout of untaken sick leave that applied to specified employees of Council on 31 January 2014 ("payout of untaken sick leave").
- 36.4. Schedule "C" lists preserved conditions of employment that applied to specified Waste Services employees of the Council on the date of operation of the Cessnock City Council Outdoor Staff Agreement 2010 and the makeup of the annualised salary that applies to waste services employees of Council on 31 January 2014 ("Waste services preserved conditions").
- 36.5. Schedule "D" lists preserved conditions of employment that applied to permanent swimming pool employees of the Council on 30 June 2021 ("Swimming pool preserved conditions").

37. Portability of 43 hours' per week working arrangements

- 37.1. This clause shall apply to employees whom, as at 31 January 2014:
- a) were permanent employees of the Council, and
 - b) regularly worked forty-three (43) hours per week in accordance with the provisions of the *Cessnock City Council Outdoor Staff Council Agreement 2010*, and
 - c) have maintained continuity of service with the Council since that date.
- 37.2. For the purposes of this clause, a 'promotion' includes a lateral transfer to a different position within the same work function area.
- 37.3. For the purposes of this clause 'work function area' includes civil maintenance, civil construction, parks maintenance, building maintenance, workshop, depot support, and purchasing and stores.
- 37.4. The intent of this clause is to ensure that, where reasonably practicable, employees who are promoted within the Council's organisation structure (Outdoor Staff) do not suffer financial disadvantage due to a reduction in the number of regular full-time working hours in the new position.
- 37.5. For the purpose of this clause an employee cannot request the portability of 43 hour working arrangement if they are promoted to a position within Council's organisational structure that is at a Coordinator level or higher.
- 37.6. Subject to clause 37.5, where an employee, is promoted to a position within the Council's organisation structure, the employee can request, in writing, that the Council allow the employee to continue working a forty-three (43) hours' per week arrangement. The Council shall not unreasonably refuse such a request having regard to:
- a) The above statement of intent at sub-clause 37.4;

- b) Reasonable grounds related to the effect on the workplace or the Council's business (including but not limited to a demonstrable impact on cost, efficiency and/or customer service); and
 - c) The hours of work of other employees in similar or related positions; and
 - d) The observance of appropriate work, health and safety (WHS) standards.
- 37.7. Where an employee's request to continue working a forty-three (43) hours' per week arrangement is denied, the Council will provide the employee with the reason(s) for its decision in writing, if sought by the employee.
- 37.8. In the event of a dispute the Grievance and Disputes Procedures of the Award shall apply.

SIGNED for and on behalf of **THE CESSNOCK CITY COUNCIL** by its General Manager in the presence of:

Acting

General Manager
14 March 2022

Date Signed

Witness
14/3/22

Date Signed

SIGNED for and on behalf of **THE NEW SOUTH WALES LOCAL GOVERNMENT, CLERICAL, ADMINISTRATIVE, ENERGY, AIRLINES AND UTILITIES UNION** by its Secretary in the presence of:

General Secretary

Date Signed: 23 February 2022

Witness

Date Signed: 23 February 2022

SIGNED for and on behalf of **THE LOCAL GOVERNMENT ENGINEERS' ASSOCIATION OF NEW SOUTH WALES** by its Secretary in the presence of:

Secretary

Date Signed 9 March 2022

Witness

Date Signed 9 March 2022

SIGNED for and on behalf of **THE DEVELOPMENT AND ENVIRONMENTAL PROFESSIONALS' ASSOCIATION** by its Secretary in the presence of:

Secretary

Date Signed 14 March 2022

Witness

Date Signed 14 March 2022

SCHEDULE A - PRESERVED CONDITIONS

Part 12 - APPLICATION AND OPERATION

1. General

- 1.1. This Schedule identifies preserved conditions of employment of employees who were permanent employees of the Council on 31 January 2014 and who have maintained continuity of service with the Council since that date.
- 1.2. This Schedule does not apply to persons employed by the Council on or after 1 February 2014.
- 1.3. This Schedule does not apply to an employee (to the extent relevant), where the employee:
 - a) Has agreed, in writing, that the preserved condition(s) contained within this Schedule shall no longer apply to that employee, or
 - b) Is appointed to a different position within the Council's organisation structure and the preserved condition(s) are either not offered as a condition of employment; are not requested in accordance with clause 37, Portability of 43 hours per week working arrangement; or are requested and not approved in accordance with clause 37, Portability of 43 hours per week working arrangement, in the different position.

Part 13 - OUTDOOR STAFF

2. Hours of Work

- 2.1. Employees may:
 - a) work the same arrangement of ordinary hours, start and finish times, and regular overtime that applied to the employee on 31 January 2014 pursuant to the former Cessnock City Council Outdoor Staff Agreement 2010, or
 - b) by agreement with the Council, vary the arrangement of ordinary hours, start and finish times, and regular overtime.
- 2.2. Employees will be paid 38 hours per week at ordinary time and 5 hours per week at time and a half including the adverse working conditions allowance and location allowance where applicable, unless otherwise specified in this Agreement.
- 2.3. The salary in will be paid on annual leave, public holidays and RDOs.
- 2.4. Where applicable overtime and penalty rates shall be paid in accordance with the Award.
- 2.5. Employees may elect to be paid long service leave based on their hours of work under the former Cessnock City Council Outdoor Staff Agreement 2010. For example, employees working a 43 hour per week working arrangement can elect to have 43 hours paid at the base rate of pay deducted from their long service leave accrual for each one week of long service leave taken. The entitlement contained in the long service leave provisions of the Award shall continue to apply.

- 2.6. Nothing in this clause shall restrict the Council's capacity under the Award to require an employee to commence and/or finish work at a location away from the employee's normal starting point or to transfer an employee to a different normal starting point by agreement or by the giving of reasonable notice.
- 2.7. Nothing in this clause shall restrict the Council's capacity under the Award to require an employee to work reasonable overtime at overtime rates.

3. Location Allowance

- 3.1. In accordance with the rescinded Industrial Agreement No 8267/89, outdoor employees employed at the Council on or before 12 October 1989 and being financial members of the Union shall in addition to the rates of pay prescribed in the Award be paid a location allowance of \$12.00 per week.
- 3.2. Where applicable, the location allowance has been incorporated into employees' ordinary rates of pay.

4. Travelling Allowance (Swimming Pool Employees)

- 4.1. In accordance with the former Cessnock City Council Outdoor Staff Agreement 2010, permanent full-time swimming pool employees employed at the Council prior to 16 March 1998 and who retained an entitled to a travelling allowance under that Agreement will continue to be paid such allowance in lieu of the travelling allowances under the Award.
- 4.2. Where applicable, the travelling allowance has been incorporated into employees' ordinary rates of pay.

5. Wet Weather Procedure Allowance

- 5.1. Employees employed at the Council on 30 June 2010 who were eligible under the Wet Weather Procedure of the Cessnock City Council Outdoor Staff Council Agreement 2006 shall be paid \$20 per week in their agreed rate calculation ('wet weather allowance'). The payment was calculated based on 43.6 weeks. This payment shall not be subject to any further increases other than the indexation of an employees' ordinary rate of pay in accordance with the Award.
- 5.2. Where applicable, the wet weather procedure allowance has been incorporated into employees' ordinary rates of pay.

6. Preserved Travelling Allowance

- 6.1. Employees employed at the Council on 30 June 2010 who commenced employment with the Council prior to 16 March 1998 shall retain the preserved travelling allowance component of their agreed rate calculation.
- 6.2. Where applicable, the preserved travelling allowance has been incorporated into employees' ordinary rates of pay.

Part 14 - INDOOR STAFF

7. Hours of Work

- 7.1. Employees may:
- a) work the same arrangement of ordinary hours and regular overtime that applied to the employee on 31 January 2014 pursuant to the former Cessnock City Council Indoor Staff Enterprise Agreement 2010 (EA11/1), or
 - b) by agreement with the Council, vary the arrangement of ordinary hours and overtime.
- 7.2. Employees with pre-existing employment conditions of a nine (9) day fortnight and/or 32.5 hour working week, within the limits of their sick leave entitlement, shall be granted 5 periods of up to 2 days sick leave without medical certification in any one calendar year provided that where an employee works a minimum of 4 hours in any day, absences on sick leave during that day up to a maximum of 3 absences in any year, shall not count towards the 5 periods.
- 7.3. Where applicable, overtime and penalty rates shall be paid in accordance with the Award.
- 7.4. Nothing in this clause shall restrict the Council's capacity under the Award to require an employee to commence and/or finish work at a location away from the employee's normal starting point or to transfer an employee to a different normal starting point by agreement or by the giving of reasonable notice.
- 7.5. Nothing in this clause shall restrict the Council's capacity under the Award to require an employee to work reasonable overtime at overtime rates.

8. Location Allowance

- 8.1. In accordance with the rescinded Industrial Agreement No 8505/91 those indoor employees employed at the Council on or before 20 February 1991 and being financial members of the Union shall in addition to the rates of pay prescribed in the Award be paid a location allowance of \$12.00 per week.
- 8.2. Where applicable, the location allowance has been incorporated into employees' ordinary rates of pay.

9. Preserved Staff Health and Welfare Subsidy

- 9.1. Employees employed at the Council as at 31 January 2014 pursuant to the former Cessnock City Council Indoor Staff Enterprise Agreement 2010 (EA11/1) who have maintained continuity of service with the Council since that date, shall maintain the ability to claim an annual subsidy of up to \$95.00 per employee, in accordance with Council's Healthy Employees Program-Procedures (Annexure B to Cessnock City Council Indoor Staff Enterprise Agreement 2010 [EA 11/1]).

SCHEDULE B – PAYOUT OF UNTAKEN SICK LEAVE

1. Payout of Untaken Sick Leave – Outdoor Staff

- 1.1. In accordance with the rescinded Industrial Agreement No 8267/89 those outdoor employees employed at the Council on or before 12 October 1989 and being financial members of the Union and where the employment of the employee is terminated by the Council for any reason other than serious misconduct or on the employee's resignation, the Council shall pay the employee the monetary equivalent of accumulated sick leave in accordance with the following table:

Eligible employees with up to 20 years' service:

Up to 60 days – 100%

Over 60 days – 100% up to 60 days plus 25% of balance up to a further 20 days' pay.

Eligible employees with over 20 years' service

100% for up to 60 days' pay plus 25% of the balance up to a further 40 days' pay.

2. Payout of Untaken Sick Leave – Indoor Staff

- 2.1. In accordance with the rescinded Industrial Agreement No 8505/91 those indoor employees employed at the Council on or before 20 February 1991 and being financial members of the Union and where the employment of the employee is terminated by the Council for any other reason other than serious misconduct or on the employee's resignation, the Council shall pay the employee the monetary equivalent of accumulated sick leave in accordance with the following table:

Eligible employees with up to 20 years' service:

Up to 60 days – 100%

Over 60 days – 100% up to 60 days plus 25% of balance up to a further 20 days' pay.

Eligible employees with over 20 years' service

100% for up to 60 days' pay plus 25% of the balance up to a further 40 days' pay.

SCHEDULE C – WASTE SERVICES PRESERVED CONDITIONS

3. General

- 3.1. Employees in the Waste Services Section at the date of operation of the Cessnock City Council Outdoor Staff Agreement 2010, who have held a dedicated position and associated rostering arrangements on a long term basis will be allowed to continue under those arrangements provided they continue to be employed in the position they were appointed to.

4. Annualised Salary

- 4.1. For the purposes of this Agreement payment has been annualised taking into account:

- Base salary
- Provision for payment for public holidays other than those nominated in clause 36.10.
- Waste Depot Roster Index
- Annualised overtime component of 3.67 hours per week
- Penalty rates
- Disability allowance
- Location allowance (where applicable)
- Travelling allowance
- On-call allowance (Team Leader)
- Change to work practices 2010

SCHEDULE D – SWIMMING POOL EMPLOYEES PRESERVED CONDITIONS

1. General

- 1.1. This clause shall apply to employees who are permanent full time swimming pool employees of the Council on 30 June 2021 and who have maintained continuity of service with the Council since that date.

2. Hours of Work

- 2.1. The spread of hours shall be determined by the Swimming Pools roster and cover Monday to Sunday inclusive.
- 2.2. Permanent full time swimming pools employees shall work a 52 hour week during the swimming pool season. This allows for the banking of hours to provide leave between swimming pool seasons.

3. Taking of Time in Lieu, Annual Leave and Long Service Leave

- 3.1. Unless otherwise agreed, all time in lieu and annual leave is to be taken during the winter shutdown.
- 3.2. The working arrangements for permanent full time swimming pools staff will consist of:
- | | |
|----------|--|
| 18 weeks | 4 weeks annual leave; 11 days in lieu of public holidays plus any additional gazetted public holidays in accordance with the Award; 12 weeks banked hours. |
| 34 weeks | Swimming pool season; pre-season preparation work; training; end of season close down work. |
- 3.3. Banked hours for the purposes of this clause, are defined as those hours worked in excess of 40 hours per week up to 52 hours per week. Banked hours shall accrue at:
- one and a half hours for each hour worked up to 50 hours per week, and
 - two hours for each hour worked from 50 hours to 52 hours per week, and
 - one hour for each hour worked beyond 52 hours.
- 3.4. Employees may take one (1) week of annual leave during the Christmas school holidays, provided operational requirements are met.
- 3.5. Where an employee has not accrued sufficient time in lieu or other forms of paid leave to cover the winter shutdown, the Council will endeavour to provide the employee with meaningful duties for the period required.
- 3.6. Where an employee is provided with meaningful duties in accordance with clause 3.5, they will be paid their ordinary rate of pay, perform hours of work in accordance with the work function area they are placed into and be paid for any hours worked beyond 40 hours in accordance with the Award.

- 3.7. Where the taking of long service leave by an employee results in a shortfall of the banked hours required for the winter shutdown, the employee shall cover that shortfall with another form of leave.
- 3.8. Where an employee has accumulated a greater amount of time in lieu and/or annual leave than required to cover the winter shutdown the Council and the employee shall discuss appropriate arrangements for the taking of the time in lieu and/or annual leave. Nothing in this Agreement shall restrict the Council's capacity under the Award to direct an employee to take annual leave where they have accumulated in excess of eight weeks' annual leave.

4. Payment of Employees

- 4.1. All permanent full time swimming pool employees shall be paid 38 hours per week at ordinary time and 2 hours per week at time and a half and will include the adverse working conditions allowance and location allowance where applicable.
- 4.2. This salary, including the overtime in clause 4.1, shall be paid for all annual leave and public holidays.
- 4.3. Employees have the option to be either paid the overtime at the appropriate overtime rates or be granted time in lieu equivalent to the actual hours worked beyond 52 hours as set out in clause 3.3(c).
- 4.4. Where an additional shift which is not part of an employee's usual roster is performed to cover a gap in the roster the employee has the option to be either paid the overtime at the appropriate overtime rates or be granted time in lieu equivalent to the hours worked beyond 52 hours as set out in clause 3.3(c).

5. Sick Leave

- 5.1. Swimming pool employees (other than casuals) who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave at the ordinary rate of pay subject to the conditions prescribed in the Sick Leave clause of the Award.
- 5.2. For the purposes of clause 5.1, a day's sick leave shall be equal to the number of hours the employee is rostered to perform on the day/s sick leave is taken, not exceeding 40 hours in any one week.
- 5.3. Where a swimming pool employee (other than a casual) falls sick or requires carer's leave during the winter shutdown whilst on paid time in lieu and provides proof by provision of a medical certificate, the employee may request that the period be deducted from the employee's accrued sick leave. The Council shall re-credit the employee the time in lieu balance and deduct the period from sick leave.
- 5.4. For the purposes of clause 5.3, a day's sick leave shall equal 8 hours for full-time employees.

Cessnock City Council Flexible Work Arrangements Protocol

Date Adopted: **December 2013** Revision: **4**

1. PROTOCOL OBJECTIVES

- 1.1. Cessnock City Council is committed to providing a healthy, safe and flexible working environment for all staff.
- 1.2. Council understands the importance of assisting all employees to achieve a work life balance and is committed to introducing protocols that support employees in achieving this balance whilst still meeting the operational requirements of the Council and ensuring community expectations are met.
- 1.3. Council recognises that at different times in an employee's life they may need to access greater flexibility in order to balance their work and family / personal commitments.
- 1.4. Council also recognises the need to adapt our working environment with a focus on consistency across teams within Council wherever operationally possible.
- 1.5. It is Council's goal to ensure it has employees who are motivated and perform to their full potential. As such, Council is committed to ensuring that, as far as possible, the workplace accommodates the reasonable requirements of employees to enable them to manage the demands of their work and personal life and maximise their effectiveness at work.
- 1.6. To provide employees with the flexibility to vary their normal work conditions so that they may better manage their work and personal responsibilities. It is based on the principle that providing flexibility of work arrangements provides support for staff in reconciling their work and personal life, in order to maximise their effectiveness in work.
- 1.7. To ensure the decision made is fair, equitable and takes into consideration the personal circumstances of the employee and the operational requirements of the business.
- 1.8. To develop a culture of high performance and productivity through work arrangements which are mutually beneficial for Council and employees.

2. PROTOCOL SCOPE

- 2.1. This protocol applies to all employees of Council.

3. PROTOCOL STATEMENT

- 3.1. The Flexible Work Arrangements Protocol (Protocol) provides a framework to facilitate flexible ways of working at Council to assist employees in managing their work and personal responsibilities. Managers are encouraged to work in partnership with employees and try to accommodate flexible work requests for employees where possible.

Annexure 1 – Flexible Work Arrangements Protocol

- 3.2. Where an employee has an existing flexible work arrangement at the commencement of this protocol the arrangement will continue unless there is mutual agreement otherwise.
- 3.3. An eligible employee may request to participate in any of the flexible work arrangements detailed in this protocol.
- 3.4. Where an employee's circumstances change for any reason they may request to change their agreed arrangements,
- 3.5. When considering flexible work arrangements careful consideration must be given to the suitability of the position, operational requirements, the employee's needs and the provisions of the Agreement and Award.
- 3.6. Council will assess each request for flexible work arrangements on a case by case basis.
- 3.7. When determining any request for a flexible work arrangement the employee and Council must ensure that the employee is able to meet the inherent requirements of the job.
- 3.8. Unless specified otherwise in this protocol, the terms of a flexible work arrangement will be in writing and may be varied by mutual agreement to suit the specific needs of either Council or the employee.
- 3.9. Nothing in this protocol will restrict the parties from reaching agreement on other variable work arrangements during the term of this agreement.
- 3.10. **Rostered Days Off (19 Day Month)**
 - 3.10.1. Unless provided for elsewhere in the Agreement, Council shall arrange the ordinary hours of work of all full-time employees on the basis of a minimum standard of a 19 day month.
 - 3.10.2. Council and an employee may agree to a different arrangement of ordinary hours in a Flexible Work Agreement in accordance with this protocol and the provisions of the Agreement and the Award.
 - 3.10.3. Employees who participate in the RDO scheme will work an additional 22 minutes per day for 35 hours a week employees, 24 minutes per day for 38 hours a week employees and 27 minutes per day for 43 hours a week employees over a 19 days roster.
 - 3.10.4. Employees participating in the scheme will be entitled to one day's leave after the employee has accrued 7 hours for 35 hour week employees and 7.6 hours for 38 hour week employees and 8.6 hours for 43 hour week employees.
 - 3.10.5. Hours of work under the scheme will be determined by management in consultation with staff to meet the operational needs of Council.
 - 3.10.6. Employees may request to change their scheduled RDO and Council will endeavour to accommodate such requests where reasonably possible, taking into consideration the operational requirements of the section and the provision of the Agreement and the Award.
 - 3.10.7. Unless specified otherwise in the Agreement, employees may accrue up to a maximum of 3 RDO's at any time. Where an employee exceeds this accrual, Council may direct the employee to take the leave.

Annexure 1 – Flexible Work Arrangements Protocol

- 3.10.8. RDO's must be taken in a minimum of 1 day blocks unless there is prior mutual agreement to take a lesser period and where Council is able to meet operational requirement.
- 3.10.9. An employee who no longer wishes to participate in the RDO scheme must notify Council in writing.
- 3.10.10. Council will not schedule an RDO on a public holiday.

Rostered Day Off Arrangements for Indoor Staff

- 3.10.11. RDO's must be taken at a time mutually convenient to Council and the employee.
- 3.10.12. Employees must seek prior approval from their supervisor to take an RDO.
- 3.10.13. An employee can only take an RDO when they have sufficient time accrued.
- 3.10.14. When an employee takes an RDO it must be recorded on their weekly timesheet.

Rostered Day Off Arrangements for Outdoor Staff

- 3.10.15. To ensure that operational requirements are met, Council will develop an RDO schedule every calendar year. The schedule will be drafted by the end of each calendar year for the following year and will be provided to the Union Delegates for consultation prior to implementation.
- 3.10.16. An employee's scheduled RDO can be altered by mutual agreement at any time and may be altered by the Council on the giving of reasonable notice in accordance with the provisions of the Agreement and the Award.
- 3.10.17. Where an employee has insufficient accrual when they have a scheduled RDO they will be paid the accrual and the remainder will be Leave Without Pay or they may elect to use other accrued leave such as Annual Leave. Alternatively an employee may request that Council provide them with duties for the day, Council will make all efforts to provide alternative duties for the day where reasonably practical to do so.
- 3.10.18. Where Council requests an employee work on their scheduled RDO they must provide at least 2 working days prior notice. Where this occurs the employee will be paid their ordinary rate for ordinary hours worked on the scheduled RDO and their RDO will be banked.
- 3.10.19. Where Council fails to provide at least 2 days prior notice, and where the employee agrees to work on their scheduled RDO, they will be paid overtime for those hours worked in accordance with the Agreement and the Award.

3.11. Flexible Work Agreement (FWA)

- 3.11.1. The provisions for a Flexible Work Agreement in this protocol apply to indoor employees only.
- 3.11.2. Outdoor employees may apply for a Flexible Work Arrangement in accordance with the Award.
- 3.11.3. Flexible Work Agreements enable employees to vary their standard hours of work within the specified span of hours on a permanent basis or for an extended period of time.

Annexure 1 – Flexible Work Arrangements Protocol

- 3.11.4. Flexibility is achieved by altering an employee's start and finish times and/or lunch breaks to make up their ordinary weekly hours.
 - 3.11.5. Examples of a Flexible Work Agreement may include, but are not limited to;
 - a) Working a compressed week, whereby an employee works their ordinary weekly hours in less than 5 days (e.g. 35 hours over 4 days)
 - b) Working ordinary hours over a 2 or 4 week cycle, altering the total hours worked each week to make up their full ordinary hours for the period, ie 70 or 76 hours over 2 weeks or 140 or 152 hours over 4 weeks; and
 - c) Over a working week by working extended hours some days so that they may start late or leave early on other days.
 - 3.11.6. Employees on a Flexible Work Agreement with a compressed week, or working reduced hours are not eligible to participate in Council's RDO Scheme.
 - 3.11.7. Hours worked in excess of the ordinary hours each week must be accordance with this protocol and the provisions of the Agreement and the Award.
 - 3.11.8. An employee who is on a Flexible Work Agreement must abide by the terms of the agreement.
 - 3.11.9. Any application and approval of Flexible work agreements must be mutually beneficial to Council and the employee and are in place for a specified period of time and must be reviewed every year.
- 3.12. **Changes to a Flexible Work Agreement**
- 3.12.1. Where an employee needs to change the terms of the agreement for a short period of time (i.e. no greater than 4 weeks) they must have the express permission of their direct Supervisor.
 - 3.12.2. Where an employee needs to change the terms of the agreement for an extended period of time or on a permanent basis they must submit a new request in writing to the relevant Manager. Such requests will be reviewed and considered in accordance with this protocol, the Agreement and the Award.
 - 3.12.3. Where Council has concerns regarding the operation of a Flexible Work Agreement a meeting will be held between the Manager and the employee to discuss the concerns and consider alternatives. An employee may elect to have a support person or a union representative of their choice present.
- 3.13. **Variable Ordinary Hours**
- 3.13.1. The Variable Ordinary Hours scheme is available to indoor employees only.
 - 3.13.2. The Variable Ordinary Hours scheme allows employees to vary their start and finish times and/or lunch breaks on a day to day basis during a pay period. Where there is a genuine need this may be over a longer period than one pay period.
 - 3.13.3. Employees are not required to apply in writing to vary their ordinary hours under this scheme, however they must have express permission from their direct supervisor prior to making any changes to their work hours.

Annexure 1 – Flexible Work Arrangements Protocol

- 3.13.4. Employees may alter their hours of work within the specified span of hours.
- 3.13.5. The Variable Ordinary Hours scheme is intended for use for ad hoc requirements. It must not be used to permanently alter work arrangements.
- 3.13.6. An employee must record any variations to their work hours on their weekly timesheet.

3.14. **Flexi Time**

- 3.14.1. Flexi time arrangements are available to assist employees in balancing their work and personal commitments.
- 3.14.2. Flexi time arrangements allow employees to perform hours in excess of their ordinary hours. The additional hours worked will be granted as Flexi Time and accrued as time equivalent to actual hours worked.
- 3.14.3. There must be a genuine need for the employee to work additional hours.
- 3.14.4. Where Council requires an employee to work additional hours in excess of their ordinary hours they may request to accrue additional hours as flexi time.
- 3.14.5. All excess hours worked must be approved in advance by the employees' Supervisor.
- 3.14.6. Only in exceptional circumstances and at the discretion of the General Manager will Flexi Time be approved retrospectively.

Flexi Time Accruals

- 3.14.7. Employees may accrue Flexi Time in blocks of 15 minutes. Flexi Time accruals must be recorded on an employee's weekly timesheet.
- 3.14.8. **Flexi Credit Hours** - Full time employees may accrue a Flexi Credit to a maximum equal to an employee's weekly ordinary hours i.e. 35 or 38 hours. Part time employees may accrue a maximum of their pro rata weekly ordinary hours.
- 3.14.9. Where an employee reaches the maximum Flexi Credit accrual Council may direct the employee to reduce their accrual.
- 3.14.10. **Flexi Debit Hours** - Employees may accumulate a Flexi Debit to a maximum equivalent to 1 day i.e. 7 hours or 7.6 hours.
- 3.14.11. Where an employee exceeds the Flexi Debit maximum (i.e. 7 hours or 7.6 hours) the employee will be required to use annual leave or leave without pay. Where this occurs the employee will be required to submit a leave form.

Taking Flexi Time

- 3.14.12. Accrued Flexi Time will be taken at a time mutually convenient to Council and the employee.
- 3.14.13. Employees must advise their supervisor in advance of their intention to take accrued Flexi Time.
- 3.14.14. Flexi Time may be taken in blocks of 15 minutes.
- 3.14.15. When an employee takes Flexi Time it must be recorded on their weekly timesheet.

Annexure 1 – Flexible Work Arrangements Protocol

3.15. Job Share Arrangements

- 3.15.1. Job share is an arrangement in which two or more people share one full time job, sharing the work, hours, salary and entitlements allocated to one job.
- 3.15.2. Job share arrangements may occur for a number of reasons. Some positions may be a permanent job share position while others may be job share for a specified period of time due to an employee request.

3.16. Part-time Hours

- 3.16.1. Part time arrangements may occur for a number of reasons. Some positions may be permanent part-time while others may be part-time for a specified period of time due to an employee request.
- 3.16.2. Part-time arrangements allow employees to work fewer hours than a full time employee. The days and hours worked should be fixed. Part-time employees are entitled to all benefits on a pro-rata basis, dependent upon the number of hours they work.
- 3.16.3. Where a part-time employee agrees to work additional hours they will be paid the ordinary rate for any time up to the full ordinary hours (ie 35 or 38) and overtime for anything in addition in accordance with the provisions of the Award.
- 3.16.4. Where a part-time employee agrees to work additional hours they may request that the additional hours accrue as Flexi Time. Where Council agrees to such a request the accrual of Flexi Time will be in accordance with the provisions of this protocol.
- 3.16.5. Employees engaged on a part-time basis will be subject to the provisions of the Award governing part-time employment.

3.17. Working from Home

- 3.17.1. Employees may request to work from home on the following work from home arrangements, subject to the successful completion of their probation (unless otherwise agreed) and the approval process.
 - a) An employee may request to work from home on an adhoc basis subject to agreement with their manager
 - b) An employee may request to work from home on agreed set days per week. This may be a combination of set days at home and in the office and is subject to agreement with their manager.
 - c) An employee may request to work up to two days or no greater than 2/5 of their ordinary hours at home. Under this arrangement, the work from home days and hours may be set or can be arranged to suit the employee subject to agreement with their manager. Where an employee works less than 5 days per week, the maximum days may be reduced to ensure there is adequate time in the office.

Example 1 - if an employee works 35 hours per week they may work up to 14 hours from home (exclusive of RDO accrual).

Example 2 – if an employee a compressed week (e.g. 35 hours over 4 days) they may work 1 day from home.

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- d) An employee may request to work from home for a greater number of hours subject to agreement from their manager.
- 3.17.2. Some of the relevant factors to be considered in when reviewing requests for working from home arrangement include the following:
- a) Suitability of the duties and accountabilities of the position to be carried out from home. For example, a position that continually requires interface with community members or internal customers may not be suitable for a working from home arrangement.
 - b) Ability to meet organisational needs and the operational requirements of the position including ensuring suitable coverage in the office where required.
 - c) The strategic and operational plan deliverables of the position and of the team they work within.
 - d) Security, IT and remote working capacity.
 - e) The performance of the employee. For example, an employee who has been subject to a performance improvement process, performance management, and/or disciplinary action may not be granted approval to work from home or may have such approval revoked.
- 3.17.3. All new work from home arrangements will be subject to an initial trial of a minimum of 3 months to ensure the suitability of the arrangement. Following the trial the arrangement will either continue or be revoked if it does not meet organisational needs and the operational requirements.
- 3.17.4. Work from home arrangements must continue to meet organisational needs and the operational requirements of the position and may be revoked, on the giving of reasonable grounds in writing and reasonable notice to an employee.
- 3.17.5. An employee may request to terminate or alter their arrangements at any time by advising Council in writing.
- 3.17.6. Under all approved work from home arrangements Council may require an employee to attend their work location or office on a day they would ordinarily work from home or attend their work location or office for a set period of time for example to attend meetings, training, meet with their supervisor or meet with their team. Council will provide reasonable notice to an employee where this is required.
- 3.17.7. Where employees are working from home a risk assessment of the home must be done to ensure all Workplace Health and Safety requirements are met. In addition, a Working from Home Agreement must be completed. If necessary, this may include an inspection of the employees home work environment to ensure it meets health and safety requirements. This may be able to be done by virtual means including video or photos but in some cases might include a physical inspection. Council may, on a periodic basis or where a new WHS factor arises, ask employees to complete a new working from home risk assessment to ensure best practice WHS requirements are being met.
- 3.17.8. When working from home employees must
- a) adhere to all relevant Council Policies and Protocols

Annexure 1 – Flexible Work Arrangements Protocol

- b) be contactable during the normal span of hours
- c) ensure that if they are unwell or unable to work for another reason they notify their direct supervisor and leave entitlements are accessed
- d) ensure the home work environment complies with health and safety requirements at all times
- e) report any health, safety and wellbeing hazards, near misses and incidents
- f) maintain accurate and up to date records of hours worked from home

3.17.9. When working from home an employees supervisor must

- a) Ensure employees are working in accordance with the work from home agreement
- b) Ensure arrangements are in place to support employees that are working from home. These may include regular check in arrangements, teleconferences, and other mechanisms to maintain regular communication.
- c) Manage workload and performance of employees working from home
- d) Review and sign off on records of hours worked (timesheets) as required
- e) Ensure that any concerns regarding the effectiveness of the work from home arrangement are being discussed with the employee.

3.17.10. Council will not provide duplicate resources for any working from home agreement e.g. additional monitors etc.

3.18. **Phased Retirement**

3.18.1. A Phased Retirement Agreement is a flexible working arrangement in which employees ease out of employment by way of reducing the number of hours worked, or by changing their responsibilities or employment arrangements.

3.18.2. An employee may request a phased retirement arrangement to enable them to delay their retirement and remain in employment. Reasons for an employee requesting a phased retirement arrangement may include, but are not limited to:

- a) combining work with family responsibilities,
- b) reducing the mental or physical demands of working full time,
- c) facilitating succession planning by moving to another suitable position and/or undertaking the mentorship of another employee undertaking a higher level of work,
- d) reducing work demands to promote health and wellbeing; or
- e) reducing work demands in preparation for retirement, or to provide a more balanced lifestyle or for any other acceptable reason.

3.18.3. Phased retirement may involve an employee seeking access to one or more of the following options:

- a) Working part-time/reduced hours or in a job sharing arrangement in their same role.
- b) Accessing one or more days of accrued annual or long service leave each week to work a shorter week without a reduction in pay.
- c) Working full time, with additional purchased leave entitlements.

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- d) Graduated reduction of hours of work over an agreed period of time.
 - e) Working under a Flexible Work Agreement.
- 3.18.4. Phased Retirement Agreements must be in writing and are for a fixed period of time.
- 3.18.5. To be eligible to be considered for a phased retirement arrangement an employee must meet the following criteria:
- a) The employee is a permanent employee,
 - b) The employee is over 55 years old,
 - c) The employee has at least 5 years continuous service with Council,
 - d) The employee has provided Council with an anticipated date of retirement,
 - e) The Phased Retirement Agreement will not prevent the employee from undertaking the inherent requirements of the employee's duties; and
 - f) The proposed arrangements meet the operational and business needs of Council.

Financial Implications

- 3.18.6. Employees are encouraged to seek financial advice before entering into Phased Retirement Agreement.

3.19. Purchasing Annual Leave

- 3.19.1. Permanent employees of Council may purchase up to 4 weeks additional annual leave per annum, provided they have no more than 10 weeks annual leave accrued.
- 3.19.2. In exceptional circumstances Council may consider applications from employees with an annual leave accrual in excess of 10 weeks. The decision to approve such a request is at Council's discretion.
- 3.19.3. Purchased annual leave arrangement provides a period of leave that is funded by salary deductions spread evenly over a 12 month period. This allows an employee to continue to receive pay during such leave.
- 3.19.4. The cost of purchasing the additional leave is spread over the year, proportionally reducing salary and superannuation for the period of operation.

Example:

An employee purchases 4 weeks annual leave. Their normal salary before entering into this arrangement is \$80,000 pa.

| | |
|-------------------------------------|----------------------------------|
| Normal Annual Salary | \$80,000 |
| Normal Weekly Salary | \$1,538.46 |
| 4 Weeks Purchased Annual Leave | \$6,153.84 (i.e. \$1,538.46 x 4) |
| Weekly Deduction | \$118.34 (i.e. \$6,153.84 / 52) |
| Reduced Weekly Salary for 12 months | \$1,420.12 |
| Reduced Annual Salary | \$73,846.24 |

Annexure 1 – Flexible Work Arrangements Protocol

- 3.19.5. Purchased leave counts as service for all purposes.
- 3.19.6. Approved purchased leave is to be taken in one week blocks as a minimum. Employees need to clearly detail the dates of intended use of the purchased leave when applying.
- 3.19.7. Purchased leave agreements will not be rolled over and an employee must reapply each year on a new application.
- 3.19.8. Employees automatically revert to their normal salary at the end of the deduction period, unless approval is obtained for subsequent purchased leave arrangements for a further period.

Financial Implications

- 3.19.9. Employees are encouraged to seek financial advice before entering into a Purchased Leave Agreement.

Cancelling a Purchased Leave Agreement

- 3.19.10. An employee can request to cancel their Purchased Leave Agreement any time by providing written notice to Council.
- 3.19.11. Where an employee's Purchased Leave Agreement is cancelled for any reason, including termination of employment, Council will:
 - a) for any purchased leave that has not been taken, refund the salary deductions (equivalent to the balance of such leave) to the employee as a lump sum in the next available pay period
 - b) for any purchased leave taken and for which equivalent salary deductions have not been made, Council may recover the salary deductions equivalent to the amount of such leave from any payments due to the employee.

3.20. Career Break

- 3.20.1. A career break is a flexible work arrangement which allows an employee to take a period of leave from the workforce for twelve months.
- 3.20.2. To be eligible to make an application for a career break, an employee must have at least five years' continuous service with Council at the time the application is made.
- 3.20.3. Applications for a career break will be considered on a case by case basis. Approval of a career break is at the discretion of Council.
- 3.20.4. A career break will include a combination of available annual and long service leave and unpaid leave.
 - a) An employee is required to exhaust all annual and/or long service leave entitlements before commencement of any period of unpaid leave for the purposes of a career break.
 - b) The relevant conditions of the Award and Council policies relevant to leave will apply to annual leave, long service leave and unpaid leave taken during a career break.
- 3.20.5. A career break may be extended or reduced by mutual agreement between the employee and Council.

3.21. Applying for a Flexible Work Agreement

Annexure 1 – Flexible Work Arrangements Protocol

- 3.21.1. Unless specified otherwise in this protocol all applications for any of the flexible work arrangements detailed in this protocol must be in writing.
- 3.21.2. Applications for flexible work arrangements must be submitted to the employees Manager for their review and comment.
- 3.21.3. The Director is authorised to approve applications for flexible work arrangements.
- 3.21.4. In reviewing an application for a flexible work arrangement the Manager and Director should do so in consultation with Human Resources.
- 3.21.5. Council will ensure that applications for flexible work arrangements are reviewed and a determination made within 21 days of the application being made and will ensure that the employee is kept informed during the process and a response is provided to the employee in writing.
- 3.21.6. Council may refuse the request for a flexible work arrangement only on reasonable business grounds and in accordance with the Agreement and Award. Where this occurs Council will provide the employee with a written response detailing the reasons for the refusal.
- 3.21.7. In cases where an employee's request for a flexible work arrangement cannot be accommodated the supervisor and employee may attempt to find an alternative arrangement that is acceptable to both parties.

3.22. **Grievance Process**

- 3.22.1. Where an employee is not satisfied with the outcome of their application or has concerns with the process in the first instance they should contact their Director.
- 3.22.2. Where an employee is not satisfied with the outcome they may take action in accordance with the Grievance and Dispute Procedures of the Award.

3.23. **Review and Variations**

- 3.23.1. This protocol will be reviewed periodically to ensure it is relevant, appropriate and compliant with the Agreement, the Award and relevant legislation.
- 3.23.2. Council will not make any variations to this protocol without prior consultation and agreement with employees and the Unions to which they belong.
- 3.23.3. Agreement shall not be unreasonably be withheld.

4. PROTOCOL DEFINITIONS

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|---------------------------------------|--|
| Agreement | means the <i>Cessnock City Council Enterprise Agreement 2018</i> and any variation thereof and/or and successor agreements. |
| Award | means the <i>Local Government (State) Award 2020</i> and any variation thereof and/or and successor awards. |
| Council | means Cessnock City Council |
| Discretionary Leave Provisions | means a leave provision that Council provides to its employees that is not provided for by the Agreement, Award or other legislation and/or is greater than the minimum entitlement provided for by the Agreement, Award or other legislation. |
| Standard Hours | means 7 hours per day for 35 hour/week employees and 7.6 hours per day for 38 hour/week employees and 8.6 hours per day for 43 hour employees. Key terms used within the document must be defined (either in a separate section of the protocol, via a glossary, or clearly throughout the body of the protocol. |
| Union | means the United Services Union, LGEA and DEPA. |

5. PROTOCOL ADMINISTRATION

| | |
|---|---|
| Business Group | General Manager's Unit |
| Responsible Officer | Human Resource Manager |
| Associated Procedure (if any) | Nil |
| Protocol Review Date | June 2024 |
| File Number / Document Number | DOC2014/013975 |
| Protocol Number | HR2016-02 |
| Relevant Legislation (reference specific sections) | <i>Industrial Relations Act 1996</i> (NSW) |
| Relevant desired outcome or objectives | |
| Related Policies / Protocols / Procedures | <ul style="list-style-type: none"> ▪ Records Management Policy |

6. PROTOCOL HISTORY

| Revision | Date Approved / Authority | Description Of Changes |
|----------|---------------------------|--|
| 1 | December 2013 | Policy adopted. |
| 2 | December 2016 | Minor changes. |
| 3 | 19 June 2019 | Change to Protocol, update references. |
| 4 | 24 March 2021 | |