

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/362

**TITLE:** Cessnock City Council Indoor Staff Enterprise Agreement

**I.R.C. NO:** IRC5/6011

**DATE APPROVED/COMMENCEMENT:** 28 November 2005 / 28 November 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 6 January 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all indoor employees employed by Cessnock City Council, on a permanent basis other than those employees currently on a fixed term contract and excluding employees designated as "senior staff", who fall within the coverage of the Local Government (State) Award 2004

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

# Cessnock City Council

## Enterprise Agreement 2005

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## **CESSNOCK CITY COUNCIL ENTERPRISE AGREEMENT 2005**

### **1. Title**

This Enterprise Agreement is made in accordance with the provisions of Chapter 2, Part 2 of the Industrial Relations Act 1996, and shall be known as the Cessnock City Council (Indoor Staff??) Enterprise Agreement.

### **2. Definitions**

In this Agreement, unless the context otherwise requires:

- a) “*The Council*” shall mean Cessnock City Council;
- b) “*The Union*” shall mean the United Services Union, Development and Environmental Professionals Association and the Local Government Engineers Association;
- c) “*Award*” means the Local Government (State) Award 2004 and subsequent amendments;
- d) “*Act*” means the Local Government Act (NSW) 1993.
- e) “*Eligible Employee*” means all indoor permanent employee of Council (both full time and part-time employees) other than those employees currently on fixed term contract and excluding employees designated as “senior staff” in accordance with the Act.
- f) “*Continuous Service with Council*” as per the Award.

### **3. Area, Incidence And Parties Bound**

The parties to this agreement are:

- i) United Services Union;
- ii) The Local Government Engineers Association of New South Wales;
- iii) Development and Environmental Professionals Association;
- iv) Cessnock City Council;
- v) All indoor employees of Cessnock City Council employed on a permanent basis other than those employees currently on a fixed term contract and excluding employees designated as “senior staff” in accordance with the Act.

This Agreement prescribes the working arrangements and conditions of employment associated with eligible salaried officers who are employed by Cessnock City Council and is to be ratified by the NSW Industrial Relations Commission.

### **4. Parties, Acknowledgements and Undertakings**

- 4.1 The parties acknowledge that this Agreement:
  - a) has been genuinely arrived at by negotiation without compulsion;
  - b) provides no less than the entry level rate of pay;
  - c) was not entered into under duress by any party to it.
- 4.2 The Council and the Union agree to review operations at Council level on an on-going basis with a view to providing enhanced flexibility and efficiency.
- 4.3 The parties 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.
- 4.4 This agreement rescinds and replaces in its entirety Industrial Agreement No 8505.

## **5. *Date and Period of Operation***

This agreement shall come into operation from the date of registration by the Industrial Relations Commission of NSW and shall remain in force for a period of three (3) years.

## **6. *Anti-Discrimination***

6.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

6.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.

6.3 Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or has been involved in a complaint of unlawful discrimination or harassment.

6.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977 (NSW);
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

6.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### **NOTES**

(i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(ii) Section 56(d) of the Anti-Discrimination Act 1977 (NSW) provides:

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

## **7. *Equal Employment Opportunity***

7.1 Council is committed to providing equal employment opportunity for every employee in all spheres of employment, and providing equal pay for work of equal value.

7.2 Council is committed to providing an environment in which employees can work without distress or interference caused by workplace harassment, bullying or discrimination.

## **8. *Relationship with Parent Award***

8.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 2004 (“the Award”) and any amendments and / or successors to that Award.

8.2 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

8.3 This Agreement is to operate in conjunction with the provisions of cl 19A(viii) of the Award.

8.4 Where this Agreement is silent the Award shall apply.

**8. Working Hours**

8.1 All pre-existing rostered day arrangements shall remain in place.

8.2 All new and vacant indoor staff positions will be offered on a 19 day month basis.

8.3 A Flexible Working Hours system will operate in accordance with Council's Flexible Working Hours Arrangement (Annexure A).

**9. Sick Leave and Carers' Leave**

9.1 All employees are to notify their supervisor, preferably before start time, if they are unable to attend work due to sickness or carers' responsibilities. This enables Council to arrange for appropriate relief staff and limits disruption to work.

9.2 Eligible employees who take 5 days or less sick leave (certified or non-certified) within the nominated period shall be entitled to payment of a bonus of \$600.00 (net after tax). The nominated period shall commence from the date of operation of this agreement and each 12 month period after that until the expiration date of the agreement. In determining the sick leave bonus the 5 days will be calculated using 8 hours as a day for staff employed on a 38 hour week and 7 hours for staff employed on a 35 hour week or 32.5 hour week. The sick leave bonus will be indexed to Award increases.

9.3 Those employees eligible for payment of preserved sick leave benefits (being sick leave accrued as at 15 February 1993) under the conditions of Industrial Agreement No 8505 and relevant changes to the Industrial Relations Act 1996 shall be paid as follows:

Eligible employees with up to 20 years service	Up to 60 days Over 60 days`	100% 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 60 days plus 25% of balance up to a further 40 days pay.

**10. Special Leave & Emergency Services Leave**

10.1 Special leave is granted up to 2 days in any calendar year where an employee is unable to attend work due to roads being impassable because of flooding, bushfire or any other natural disaster.

10.2 Emergency Services paid leave is granted up to 5 days in any calendar year in accordance with Council's Special Emergency Service Leave policy (Annexure B).

**11. Bereavement Leave**

11.1 Bereavement leave shall be granted upon satisfactory proof being furnished to the General Manager. In respect of such absence an employee shall be entitled to be paid for up to 3 days leave where it is necessary for them to arrange for or attend the funeral of a person as per the requirements of the Award Clause 19 G (ii).

**12. Long Service Leave**

- 12.1 Eligible employees who have long service leave may be allowed to take this leave at half pay at the discretion of the General Manager to be determined on the circumstances of each application and the operational requirements of the organisation.

**13. Location Allowance**

This clause applies to eligible employees under the conditions of Industrial Agreement No 8505 who were employed at Council on or before 20 February 1991.

- 13.1 In addition to the rates of pay prescribed by the Award or any Award varying or replacing same, the Council shall pay to each eligible employee being a financial member of the Union a location allowance of \$12.00 per week.
- 13.2 The location allowance is a flat weekly allowance and will not be included in the calculation of overtime.
- 13.3 The location allowance is payable where an employee takes annual, sick and long service leave and on retirement or death and will be payable in respect to payments for accrued annual, sick and long service leave on resignation, retirement or death.

**14. On-Call Allowance**

- 14.1 Employees who receive the on-call allowance in accordance with the Award shall be paid an additional \$50.00 per week allowance indexed to Award increases when they are on-call to compensate for dealing with after hours telephone calls.

**15. Performance Recognition & Performance Management**

- 15.1 In recognition of their contribution to the organisation, eligible employees will receive a one-off payment on the signing of this agreement. Eligible part-time employees will receive a one-off payment on a pro-rata basis. The payments are as follows:

10 years service plus	\$500.00 (net after tax)
5 – 10 years service	\$350.00 (net after tax)
1-5 years service	\$250.00 (net after tax)

- 15.2 Council will determine an appropriate performance management system within 12 months of the signing of the agreement.

**16. Leave Form Applications**

- 16.1 All applications for annual and long service leave shall be approved or refused within 5 working days from the lodgement date of the application except for the peak periods of Easter and Christmas.
- 16.2 Application forms for annual and long service leave for the peak holiday periods of Easter and Christmas must be submitted 2 calendar months prior to these peak holiday period to allow Council to determine appropriate staff coverage during these times. Applications shall be approved or refused 5 working days from this time.
- 16.3 Where applications are refused the reasons for the refusal are to be conveyed to the applicant in writing.

- 16.4 If the application has not been determined and the five days has lapsed, the application will be deemed to be approved.
- 16.5 Management will consider applications submitted outside the guidelines where the employee can demonstrate special circumstances.

**17. Training & Development**

- 17.1 The objective of training and development is to enhance the skill and knowledge base of Council’s employees.  
Where a training need has been identified through competency assessment, the employee development review and/or professional development, Council will endeavour to offer eligible employees the opportunity to participate in personal development training courses each year. Offers of training to individual employees shall be subject to budgetary constraints.

**18. Staff Health & Welfare**

- 18.1 An annual subsidy of up to \$95.00 per eligible employee will be paid in accordance with Council’s Healthy Employees Program Procedures (Annexure C).

**19. Union Meetings**

- 19.1 Eligible employees shall be granted ½ hour per employee on 2 occasions per calendar year to attend union meetings.

**20. Dispute Resolution**

- 20.1 In the event of a dispute regarding any term or condition of this agreement or any matter relating to the arrangements under this agreement, the parties agree that the grievance or dispute shall be dealt with under the Grievance and Disputes procedures of the Award as at the date of signing this agreement.

**21. Future Negotiations**

- 21.1 The parties agree to commence negotiations on a new agreement no later than six (6) months prior to the termination date of this Agreement. The Council shall advise employees and the Union when negotiations are due to commence on a new agreement.

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

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**SIGNED FOR AND ON BEHALF OF THE NEW** )  
**SOUTH WALES LOCAL GOVERNMENT,** )  
**CLERICAL, ADMINISTRATIVE, ENERGY,** )  
**AIRLINES & UTILITIES BRANCH OF THE** )  
**AUSTRALIAN SERVICES UNION** )  
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