

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA14/2

**TITLE:** Cessnock City Council Enterprise Agreement 2014

**I.R.C. NO:** IRC13/1028

**DATE APPROVED/COMMENCEMENT:** 30 January 2014 / 31 January 2014

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA11/1.

**GAZETTAL REFERENCE:** 28 March 2013

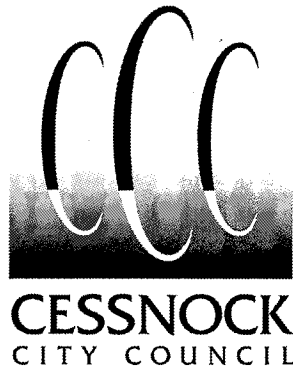
**DATE TERMINATED:**

**NUMBER OF PAGES:** 30

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** This agreement applies to all employees employed by Cessnock City Council, located at 62-78 Vincent St, Cessnock NSW 1325, except for the general manager and other senior staff, who fall within the coverage of the Local Government (State) Award.

**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 2014**

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## Part 1—Application and Operation

### 1. Title

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- 1.1 This Agreement shall be known as the *Cessnock City Council Enterprise Agreement 2014* (“**Agreement**”).

### 2. Definitions and Interpretation

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- 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 2014*.

**Award** means the *Local Government (State) Award 2010* 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 and Schedule C 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

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- 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**

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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**

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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**

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6.1 This Agreement will operate from the first full pay period on or after 31 January 2014 and will remain in force for a period of 3 years.

6.2 This Agreement rescinds and replaces the *Cessnock City Council Indoor Staff Enterprise Agreement 2010 (EA11/1)* and the *Cessnock City Council Outdoor Staff Council Agreement 2010*.

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**

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

### **Part 2—Statement of Intent**

#### **8. General**

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8.1 It is the intention of the parties that this Agreement:

(a) Establish fair and sustainable terms and conditions of employment that are appropriate for the Local Government industry;

(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 and continuous improvement.
- 8.2 Cessnock City Council understands the importance of assisting all employees to achieve a work life balance and is committed to introducing policies 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.

## **Part 3—Anti-Discrimination**

### **9. Anti-Discrimination**

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

## **Part 4—Conditions of Employment**

### **10. General**

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

### **11. Ordinary Hours of Work**

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- 11.1 The Hours of Work provisions of the Award shall apply unless a contrary intention appears.
- 11.2 The Council shall arrange the ordinary hours of work of full-time employees on the basis of a 19 day month.
- 11.3 Council and an employee may agree to a different arrangement of ordinary hours in the form of a Flexible Work Agreement.
- 11.4 Indoor employees of Council may access the Variable Ordinary Hours scheme.
- 11.5 Unless provided for elsewhere in this Agreement, where there is prior agreement between the employee and Council, an employee may perform hours in excess of their ordinary hours and, the additional hours worked will be granted as Flexi time and accrued as time equivalent to actual hours worked.
- 11.6 Council provides for a range of other work arrangements which allow employee's to balance their work and family / personal commitments.

- 11.7 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.
- 11.8 Nothing in this clause will restrict the Council's capacity under the Award to require an employee to work reasonable overtime at overtime rates.
- 11.9 Nothing in this clause will restrict the parties from reaching agreement on other variable work arrangements during the term of this agreement.

## **12. Rostered Day Off (RDO) arrangements for outdoor staff**

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- 12.1 To ensure that operational requirements are met, Council will develop an RDO (previously called recreation days) 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.
- 12.2 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. 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. RDO arrangements for indoor staff**

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- 13.1 Subject to this clause, RDO's shall be taken at a time that is mutually convenient to the Council and the employee.

## **14. Rosters and Changes to Rosters**

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- 14.1 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.
- 14.2 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.



- 14.3 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.

## **15. Start and Finish Location**

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- 15.1 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.
- 15.2 The Travelling Allowance provisions of the Award shall apply.

## **16. Personal Leave (Sick and Carers)**

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- 16.1 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.
- 16.2 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.
- 16.3 Proof of illness will be required after the 5 occasions or for absences exceeding 2 working days.
- 16.4 Proof of illness for sick leave will include certification from a qualified medical/health practitioner registered with the appropriate government authority.
- 16.5 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.
- 16.6 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.

## **17. Annualised Salaries**

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### 17.1 Annualised salary instead of Award/Agreement provisions:

- (a) Notwithstanding any other provision of the Award or this Agreement, the Council and an employee may agree that the Council may pay the employee an annualised salary in satisfaction of any or all of the following provisions of the Award/Agreement:
  - (i) Wages (Rates of Pay);
  - (ii) Allowances;
  - (iii) Public holidays;
  - (iv) Higher duties (Payment for Relief Duties/Work);
  - (v) Penalty rates (Saturday and Sunday Work / Shift Work); and
  - (vi) Overtime.
- (b) Annualised salary not to disadvantage employees
  - (i) The annualised salary must be no less than the amount the employee would have received under the Award and this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
  - (ii) The annualised salary of the employee must be reviewed by the Council at least annually to ensure that the compensation is appropriate having regard to the Award/Agreement provisions which are satisfied by the payment of the annual salary.
- (c) An annualised salary agreement must:
  - (i) be in writing and signed by both parties;
  - (ii) state the date on which the arrangement commences;
  - (iii) be provided to the employee;
  - (iv) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all Award/Agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the Award/Agreement such as private use of an employer provided motor vehicle;
  - (v) be subject to an annual review;
  - (vi) contain details of any salary package arrangements, including the annual salary that is payable;
  - (vii) contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle;

- (viii) contain details of any performance pay arrangements and performance measurement indicators; and
  - (ix) contain the Award Band/Level for the role.
- (d) An annualised salary agreement may be terminated:
- (i) by the Council or the employee (other than a seasonal worker) giving ninety (90) days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (ii) at any time, by written agreement between the Council and the employee.
- (e) On termination of an annualised salary agreement, the employee will revert to the Award/Agreement entitlements unless a new annual salary agreement is reached.

## **18. Meal Breaks**

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- 18.1 An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours of continuous work. Thereafter a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate workplace health and safety standards.
- 18.2 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.

- 18.3 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.

## **19. On-Call Allowance**

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- 19.1 The On-Call provisions of the Award shall apply. This clause supplements the Award provisions.

- 19.2 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.
- 19.3 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 \$89.90 per week indexed to Award increases when they are on-call to compensate for dealing with after-hours telephone calls.
- 19.4 The parties agree to cooperate with the review of the Council's after hours operations.

## **20. Gravesite Re-opening Allowance**

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- 20.1 An employee who is required to re-open a gravesite will be entitled to an allowance of \$55.00 for each gravesite re-opening.
- 20.2 This allowance will not be indexed.

## **21. Pre-Start Check Allowance**

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- 21.1 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.
- 21.2 Where the employee completes the Plant & Equipment Pre-Start Checklist after the required starting time no allowance will be payable.
- 21.3 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 21.1, 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.
- 21.4 This Allowance will not be indexed, however, the parties may review the Pre-Start Allowance in conjunction with changes to the Award.

## **22. Additional Superannuation**

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- 22.1 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.
- 22.2 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.

- 22.3 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.

## **23. Community/Emergency Services Leave**

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- 23.1 An employee who engages in a 'voluntary emergency management activity' shall be entitled to up to five (5) days paid community/emergency services leave per calendar year to participate in such activity.

- 23.2 For the purposes of this clause, an employee engages in a 'voluntary emergency management activity' if, and only if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (d) either:
  - (i) the employee was requested by or on behalf of the body to engage in the activity; or
  - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

- 23.3 For the purposes of this clause, a 'recognised emergency management body' is:

- (a) a body, or part of a body, that has a role or function under a plan that:
- (b) is for coping with emergencies and/or disasters; and
- (c) is prepared by the Commonwealth, a State or a Territory; or
- (d) a fire-fighting, civil defence or rescue body, or part of such a body; or
- (e) any other body, or part of a body, a substantial purpose of which involves:
  - (i) securing the safety of persons or animals in an emergency or natural disaster; or
  - (ii) protecting property in an emergency or natural disaster; or
  - (iii) otherwise responding to an emergency or natural disaster.

- 23.4 This clause shall cease to apply if, and when, legislation or the Award provides employees with an entitlement to paid community services leave (however described).

## **24. Training and Development**

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- 24.1 The Training and Development provisions of the Award shall apply.

## **25. Performance Management**

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- 25.1 Within twelve (12) months of the commencement of this Agreement the Council shall develop a new Performance Management system in consultation with employees and the union(s) to which they belong.

## **26. Multiple Employment**

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- 26.1 Where an employee is employed in a second position with the Council, the second position may, for all purposes of the Award and this Agreement, be regarded as a separate and distinct employment engagement from the original employment provided that:
- (a) the positions are in different work function areas; and
  - (b) the employee applied for the employment in the second position.

## **27. Healthy Workers Initiatives**

---

- 27.1 During the term of this Agreement the Council shall develop a policy aimed at improving the health-related lifestyles of employees. Such policy will be developed in consultation with employees and the unions to which they belong.
- 27.2 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.
- 27.3 All permanent swimming pool employees shall have access to the facilities at the Kurri Kurri Aquatic Centre during the winter shutdown period for the purpose of maintaining their fitness level.

## **28. GPS Technology**

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- 28.1 The Council may fit GPS technology in Council plant and equipment, subject to the observance of relevant legal requirements and where applicable adhere to the Workplace Change and Consultative Committee obligations under the Award.

## **29. Union Meetings**

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- 29.1 Employees shall be granted a half (1/2) hour on two 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).
- 29.2 The meetings referred to in this clause shall occur at a time and venue that minimises disruption to the Council's operations.

## **30. Salary System**

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- 30.1 The Salary System provisions of the Award shall apply.
- 30.2 By 31 October 2014 the Council shall develop a new salary system in consultation with employees and the union(s) to which they belong.
- 30.3 The Salary System will provide for progression based on the acquisition and use of skills and where applicable progression based on the achievement of performance objectives relating to the position.
- 30.4 Where Council has not developed and implemented a new Salary System on or before 31 October 2014, Council will pay permanent employees who were employed at the Council as at 31 January 2014 a gross payment of \$500.00 or grant three (3) days leave during the 2014/2015 Christmas New Year shutdown period.

## **Part 5—Swimming Pool Employees**

### **31. General**

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

### **32. Hours of Work**

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- 32.1 The spread of hours shall be determined by the Swimming Pools roster and cover Monday to Sunday inclusive.
- 32.2 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.

### **33. Taking of Time in Lieu, Annual Leave and Long Service Leave**

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- 33.1 Unless otherwise agreed, all time in lieu and annual leave is to be taken during the winter shutdown.

- 33.2 The working arrangements for permanent full time swimming pools staff will consist of:
- |          |  |
|----------|--|
| 18 weeks | 4 weeks annual leave;<br><br>11 days in lieu of public holidays plus any additional gazetted public holidays in accordance with the Award;<br><br>12 weeks banked hours. |
| 34 weeks | Swimming pool season; pre-season preparation work; training; end of season close down work.  |
- 33.3 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:
- (a) one and a half hours for each hour worked up to 50 hours per week, and
  - (b) two hours for each hour worked from 50 hours to 52 hours per week, and
  - (c) one hour for each hour worked beyond 52 hours.
- 33.4 Employees may take one (1) week of annual leave during the Christmas school holidays, provided operational requirements are met.
- 33.5 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.
- 33.6 Where an employee is provided with meaningful duties in accordance with clause 33.5, 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.
- 33.7 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.
- 33.8 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.



## **34. Payment of Employees**

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- 34.1 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 disability allowance and location allowance where applicable.
- 34.2 This salary, including the overtime in clause 34.1, shall be paid for all annual leave and public holidays.
- 34.3 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 in clause 33.3(c).
- 34.4 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 33.3(c).

## **35. Sick Leave**

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- 35.1 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.
- 35.2 For the purposes of clause 35.1, 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.
- 35.3 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.
- 35.4 For the purposes of clause 35.3, a day's sick leave shall equal 8 hours for full-time employees.

## **Part 6—Waste Services Operations**

### **36. General**

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- 36.1 The provisions of the Award and this Agreement shall apply unless a contrary intention appears.
- 36.2 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.

### **37. Waste Services Duties**

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- 37.1 The waste service operations include waste collection, operation of the waste depot and other waste management activities.
- 37.2 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 53 Preserved Conditions of Employment.

### **38. Hours of Work**

---

- 38.1 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.
- 38.2 The ordinary hours worked by waste service operators shall be between Monday to Sunday.
- 38.3 Domestic Waste will be collected Monday to Friday, except where a Saturday is worked due to a public holiday specified at clause 38.10.
- 38.4 Waste services operators performing domestic collection services duties will operate on a job and finish basis.
- 38.5 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.
- 38.6 Starting time for domestic collection services will be 4.30am at Council's Depot however, waste collection shall not commence prior to 5:00am.
- 38.7 Starting and finishing times at the Waste Depot services shall be 8.30am to 5.00pm.
- 38.8 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.
- 38.9 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.
- 38.10 All public holidays are considered to be an ordinary working days with the exception of Christmas Day, Good Friday, and Council Picnic Day.

- 38.11 Waste collection operators rostered on during the week of a public holiday as set out in Clause 38.10 shall be rostered to complete the full week's collection that may conclude on a Saturday.
- 38.12 The agreed starting and/or finishing point for Waste Service Operators shall be either Council's Depot or Council's Waste Depot. Waste Service Operators may be required to start and/or finish work at either work site depending on the rostered working arrangements.

### **39. Annualised Salary**

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- 39.1 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.

### **40. GPS Technology**

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- 40.1 GPS technology will continue to be used in waste service vehicles and may be used for:
- Mapping of collection service runs
  - Route optimisation
  - Event logging such as contamination, bin presentation, missed services or other operational information
  - Review of data in the event of an accident
  - Review of data in the event of an incident in accordance with the incident reporting system
  - Performance measurement of vehicles including brake wear, tyre wear with potential for identifiable and measurable savings
  - Operating hours of vehicles
  - Staff performance, including but not limited to, speed, braking performance, location time.
  - Height datum, grades and cover depth
  - Interface with Help & Information
- 40.2 The parties agree to consult throughout the life of the agreement regarding the further development, utilisation and efficiencies gained of the GPS Technology.
- 40.3 Prior to new GPS Technology being implemented Council will consult with the parties to provide detail on all of the technology capabilities including but not limited to vehicle monitoring, performance, and operation; and any employee performance tracking or surveillance measures.

## **Part 7—Recreation Services Tractor Operators**

### **41. General**

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

### **42. Hours of Work**

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- 42.1 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.
- 42.2 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.
- 42.3 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.
- 42.4 Banked hours shall wherever possible be taken during the winter season at the discretion of the relevant coordinator in consultation with the employees affected.
- 42.5 Where the Council requires tractor operating employees to work overtime in accordance with clause 42.1 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 42.3.
- 42.6 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**

### **43. General**

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

### **44. Hours of Work**

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- 44.1 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.

- 44.2 Hours worked in excess of 43 hours per week (excluding Rostered Days Off) in accordance with clause 44.1 will be referred to as banked hours and will accrue at one and a half hours for each hour worked.
- 44.3 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.
- 44.4 Banked hours shall be taken at the discretion of the relevant coordinator in consultation with the employees affected.

## **Part 9—Parks Maintenance Street Cleaning**

### **45. General**

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

### **46. Hours of Work**

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- 46.1 The hours of work for employees employed on a 19 day month are Monday to Friday as per the roster.
- 46.2 Employees will be required to work one weekend per month on a rostered basis and will be paid the appropriate overtime payments to undertake this work.
- 46.3 To facilitate work requirements employees may accrue up to five (5) RDO's per year to be taken after consulting with the manager.

## **Part 10—Cleaning Services**

### **47. General**

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

### **48. Hours of Work**

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- 48.1 The hours of work for employees employed on a 19 day month are 38 hours per week, Monday to Sunday, as per the roster.

## **49. Payment of Employees**

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- 49.1 Employees will be paid 38 hours per week at ordinary time including the disability allowance where applicable.

## **Part 11—Library Services**

### **50. General**

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

### **51. Hours of Work**

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- 51.1 Part time employees will be rostered based on their regular hours and days in accordance with their conditions of employment.
- 51.2 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.
- 51.3 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.
- 51.4 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 12—Dispute Resolution

### 52. Grievance and Dispute Procedures

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

## Part 13—Savings and Transitional

### 53. Preserved Conditions of Employment

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- 53.1 This clause shall apply to 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.
- 53.2 Schedule “A” lists preserved conditions of employment that applied to specified employees of the Council on 31 January 2014 (“**preserved conditions**”).
- 53.3 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 54, Portability of 43 hours per week working arrangement; or are requested and not approved in accordance with clause 54, Portability of 43 hours per week working arrangement, in the different position.
- 53.4 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**”).
- 53.5 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**”).

### 54. Portability of 43 hours’ per week working arrangements

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- 54.1 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.
- 54.2 For the purposes of this clause, a 'promotion' includes a lateral transfer to a different position within the same work function area.
- 54.3 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.
- 54.4 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.
- 54.5 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 54.4;
  - (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.
- 54.6 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.
- 54.7 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:

.....  
General Manager

.....  
Witness

Date Signed:.....

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:

.....  
Secretary

.....  
Witness

Date Signed:.....

Date Signed:.....

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

.....  
Secretary

.....  
Witness

Date Signed:.....

Date Signed:.....

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

.....  
Secretary

.....  
Witness

Date Signed:.....

Date Signed:.....

## Schedule A- Preserved Conditions

### Part 14—Application and Operation

#### 1. General

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- 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) 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 54, Portability of 43 hours per week working arrangement; or are requested and not approved in accordance with clause 54, Portability of 43 hours per week working arrangement, in the different position.

### Part 15—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 disability allowance and location allowance where applicable, unless otherwise specified in this Agreement.
- 2.3 The salary in Schedule A, Part 15 clause 2.2 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**

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- 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)**

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- 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 entitlement 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 16—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 Travelling Allowance**

---

- 9.1 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.
- 9.2 Where applicable, the preserved travelling allowance has been incorporated into employees' ordinary rates of pay.

## **10. Preserved Staff Health and Welfare Subsidy**

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- 10.1 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**

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- 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**

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- 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**

### **1. General**

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- 1.1 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.

### **2. Annualised Salary**

---

- 2.1 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 38.10.
  - 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