

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA25/02

**TITLE:** Cessnock City Council Enterprise Agreement 2025

**CASE NO:** 2025/55053

**DATE APPROVED/COMMENCED:** 19 March 2025 / 1 March 2025

**TERM:** 36 months

**NEW AGREEMENT OR VARIATION:** Replaces EA22/01

**GAZETTAL REFERENCE:** 24 March 2025 (397 I.G. 1237)

**NUMBER OF PAGES:** 46

**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 2023.

**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.

**RECEIVED**

*By bpacke0 at 3:54 pm, Mar 03, 2025*



**CESSNOCK**  
CITY COUNCIL

# **Cessnock City Council**

## **Enterprise Agreement 2025**

**Annexure "A" to the application for the  
recission of the *Cessnock City Council  
Enterprise Agreement 2022* and the  
approval of the *Cessnock City Council  
Enterprise Agreement 2025***

# Table of Contents

<b>Part 1 - Application and Operation</b>	<b>4</b>
1. Title	4
2. Definitions and Interpretation	4
3. Parties to the Agreement	4
4. Coverage	4
5. Relationship with the Award	5
6. Terms of the Agreement	5
7. Duress	5
<b>Part 2 - Statement of Intent</b>	<b>5</b>
8. General	5
9. Council Values	6
10. Job Security	6
<b>Part 3 - Anti-Discrimination</b>	<b>7</b>
11. Anti-Discrimination	7
<b>Part 4 - Conditions of Employment</b>	<b>7</b>
12. General	7
13. Ordinary Hours of Work	7
14. Rosters and Changes to Rosters	7
15. Start and Finish Location	8
16. Personal Leave (Sick and Carers)	8
17. Meal Breaks	9
18. On-Call Allowance	9
19. Gravesite Re-opening Allowance	9
20. Pre-Start Check Allowance	9
21. Mechanics – Adverse Working Conditions	10
22. Additional Superannuation	10
23. Concessional Leave	10
24. Healthy Workers Initiative	10
25. Union Meetings	11
<b>Part 5 - Swimming Pool Employees</b>	<b>11</b>
26. General	11
<b>Part 6 - Waste Services Operations</b>	<b>11</b>
27. General	11
28. Waste Services Duties	11
29. Hours of Work	11
30. Annualised Salary	12
<b>Part 7 - Recreation Services Tractor Operators</b>	<b>13</b>
31. General	13
32. Hours of Work	13
<b>Part 8 - Maintenance Tractor Operators</b>	<b>13</b>
33. General	13
34. Hours of Work	13
<b>Part 9 - Library Services</b>	<b>14</b>
35. General	14

36.	Hours of Work .....	14
<b>Part 10 - Engineering Registration and Recognition .....</b>		<b>14</b>
37.	General.....	14
<b>Part 11 - Dispute Resolution.....</b>		<b>15</b>
38.	Grievance and Dispute Procedures .....	15
<b>Part 12 - Savings and Transitional.....</b>		<b>15</b>
39.	Preserved Conditions of Employment.....	15
40.	Portability of 43 hours per week working arrangements .....	16
<b>Schedule A - Preserved Conditions.....</b>		<b>19</b>
<b>Part 13 - Application and Operation .....</b>		<b>19</b>
1.	General.....	19
<b>Part 14 - Outdoor Staff .....</b>		<b>19</b>
2.	Hours of Work .....	19
3.	Location Allowance .....	20
4.	Travelling Allowance (Swimming Pool Employees) .....	20
5.	Wet Weather Procedure Allowance .....	20
6.	Preserved Travelling Allowance.....	20
<b>Part 15 - Indoor Staff .....</b>		<b>20</b>
7.	Hours of Work .....	20
8.	Location Allowance .....	21
9.	Preserved Staff Health and Welfare Subsidy.....	21
<b>Schedule B – Payout of Untaken Sick Leave.....</b>		<b>21</b>
1.	Payout of Untaken Sick Leave – Outdoor Staff .....	21
2.	Payout of Untaken Sick Leave – Indoor Staff .....	22
<b>Schedule C – Waste Services Preserved Conditions .....</b>		<b>23</b>
1.	General.....	23
2.	Annualised Salary .....	23
<b>Schedule D – Swimming Pool Employees Preserved Conditions.....</b>		<b>24</b>
1.	General.....	24
2.	Hours of Work .....	24
3.	Taking of Time in Lieu, Annual Leave and Long Service Leave.....	24
4.	Payment of Employees .....	25
5.	Sick Leave.....	25
<b>Annexure 1 – Flexible Work Arrangements Protocol .....</b>		<b>26</b>
<b>Annexure 2 - Personal (Sick and Carers) Leave Protocol.....</b>		<b>39</b>

## Part 1 - APPLICATION AND OPERATION

---

### 1. Title

- 1.1. This Agreement shall be known as the Cessnock City Council Enterprise Agreement 2025 (“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 2023* 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 2025 and will remain in force for a period of three (3) years.
- 6.2. This Agreement rescinds and replaces the *Cessnock City Council Enterprise Agreement 2022*.
- 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

## 10. Job Security

Council is committed to maintaining job security for our employees and aim to ensure that our staffing levels align with organisational goals and objectives.

Whilst it is Council's intention to maintain current staffing levels, it is acknowledged these may be affected by internal and external factors beyond Council's control.

In the event of organisational changes requiring a review of staffing levels, Council will consider reducing labour hire, temporary/term contract, or casual employees before making any permanent positions redundant. Natural turnover of employees will be the preferred method for adjusting staffing levels where feasible.

Council will engage in meaningful consultation with relevant unions and employee representatives to discuss the impact of any proposed changes **should they arise**, and explore alternatives to redundancy. Additionally, affected employees will be provided with appropriate support and assistance, including access to counselling services, financial advice options, **training**, and career transition programs.

## **Part 3 - ANTI-DISCRIMINATION**

---

### **11. Anti-Discrimination**

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

## **Part 4 - CONDITIONS OF EMPLOYMENT**

---

### **12. General**

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

### **13. Ordinary Hours of Work**

13.1. The Hours of Work and Overtime provisions of the Award shall apply unless a contrary intention appears.

13.2. Council will provide employees with a range of flexibility options as set out in the Flexible Work Arrangements Protocol (Annexure 1). Flexibilities currently implemented include Rostered Day Off schemes such as a 19 Day Month, a 9 Day Fortnight and set work Pattern arrangements.

13.3. 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.

13.4. 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.

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

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

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**

- 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)**

- 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 five (5) occasions of Personal Leave, including carer's leave, without certification in each year of service, consisting of four (4) occasions of a single day and one (1) occasion of two (2) days.
- 16.3. Proof of illness will be required after the five (5) occasions or for absences exceeding two (2) working days.
- 16.4. Occasions of leave without certification are not exhausted if supported by proof of illness from a qualified medical/health practitioner registered with the appropriate government authority.
- 16.5. Proof of illness for sick leave will include certification from a qualified medical/health practitioner registered with the appropriate government authority or statutory declaration.
- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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.
- 16.10. Employees who have the preserved 43-hour week as set out in Schedule A Part 14 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).

## **17. Meal Breaks**

17.1. 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.

17.2. Where Council requires an employee employed at Council's Performance Arts Culture Cessnock (PACC) 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.

## **18. On-Call Allowance**

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

18.2. Employees who receive the on-call allowance in accordance with the Award shall be paid an additional \$119.60 per week indexed to Award increases when they are on-call to compensate for dealing with after-hours telephone calls.

18.3. The parties agree to cooperate with the review of the Council's after-hours operations.

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

19.1. An employee who is required to re-open a gravesite will be entitled to an allowance of \$65.00 for each gravesite re-opening.

19.2. This allowance will be indexed the wage increase as set out in the Award.

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

20.1. 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.

20.2. Where the employee completes the Plant & Equipment Pre-Start Checklist after the required starting time no allowance will be payable.

20.3. 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.

20.4. This Allowance will not be indexed; however, the parties may review the Pre-Start Allowance in conjunction with changes to the Award.

## **21. Mechanics – Adverse Working Conditions**

- 21.1. 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.
- 21.2. 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.
- 21.3. This allowance will be increased in accordance with the Level 2 Adverse Working Conditions Allowance of the Award.

## **22. Additional Superannuation**

- 22.1. Subject to this clause, the Council shall pay permanent employees who are entitled to superannuation an additional 1% superannuation per annum on their superable salary over the life of this agreement. Such payment shall be paid to the employee's superannuation fund as a co-contribution on the following occasions;
  - Additional 1% payable upon commencement of the agreement
  - Additional 1% payable from 1 January 2026
  - Additional 1% payable from 1 January 2027

## **23. Concessional Leave**

- 23.1. Two days (2) Concessional Leave per annum will be granted to eligible employees.
- 23.2. The Concessional Leave will be applied each year on the two days following the Christmas Public Holidays; between Christmas and New Year.
- 23.3. Eligibility applies to all permanent employees, as well as temporary employees who have been employed with Council for 12 months or more, where their contracted pattern of rostered work falls on the specified Concessional Leave days. Casual employees are not eligible.
- 23.4. Permanent full-time and temporary full-time employees who have been employed with Council for 12 months or more, that work across a seven-day roster, whereby the work function operates over the Christmas shutdown period will be eligible to bank two day's Concessional Leave.
- 23.5. The granting of Concessional Leave will apply in lieu of the annual 1% employee performance bonus scheme that existed prior to the commencement of the Enterprise Agreement 2025. The 1% employee bonus scheme will continue to apply to eligible employees for the 2024/2025 performance development plan (PDP) period, and will cease to apply after this time.

## **24. Healthy Workers Initiative**

- 24.1. 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 15, clause 9.

## **25. Union Meetings**

- 25.1. 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).
- 25.2. 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**

---

### **26. General**

- 26.1. The provisions of the Award and this Agreement shall apply unless a contrary intention appears.
- 26.2. Permanent swimming pool employees shall perform their duties at Council's pools during the swimming pool season.
- 26.3. 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.
- 26.4. During the swimming pool season employees may take one (1) week annual leave during the Christmas School Holidays, providing operational requirements are met.
- 26.5. 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**

---

### **27. General**

- 27.1. The provisions of the Award and this Agreement shall apply unless a contrary intention appears.
- 27.2. 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.

### **28. Waste Services Duties**

- 28.1. The waste service operations include waste collection, operation of the waste management centre and other waste management activities.
- 28.2. Waste Service 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 39 Preserved Conditions of Employment.

### **29. Hours of Work**

- 29.1. The ordinary hours of work for Waste Service Operators shall be a 38-hour week. The Council shall arrange the ordinary hours of work on the basis of a 19-day month.

- 29.2. The ordinary hours worked by Waste Service Operators shall be between Monday to Sunday.
- 29.3. Domestic Waste will be collected Monday to Friday, except where a Saturday is worked due to a public holiday specified at clause 29.10.
- 29.4. Waste Service Operators performing domestic collection services duties will operate on a job and finish basis.
- 29.5. 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 four (4) week cycle consists of working 152 hours within four (4) weeks (excluding accrual and taking of RDO's) provided that at least eight (8) days off shall be granted within that period.
- 29.6. Starting time for domestic collection services will be 4.30am at Council's Depot however, waste collection shall not commence prior to 5:00am.
- 29.7. Starting and finishing times for shifts at the Waste Management Centre shall be between the hours of 6.00am to 6.00pm.
- 29.8. 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.
- 29.9. 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.
- 29.10. All public holidays are considered to be ordinary working days with the exception of Christmas Day, Good Friday, and Council Picnic Day.
- 29.11. Where a public holiday additional to those prescribed in Clause 29.10 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.
- 29.12. Waste Service Operators undertaking collection whom are rostered on during the week of a public holiday as set out in Clause 29.10 shall be rostered to complete the full week's collection that may conclude on a Saturday.
- 29.13. 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.

### **30. Annualised Salary**

- 30.1. Waste Service 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**

---

### **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. 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.

32.3. Hours worked in excess of 43 hours per week (excluding Rostered Days Off) in accordance with clause 32.1 will be referred to as banked hours and will accrue at one and a half hours for each hour worked.

32.4. Banked hours shall wherever possible be taken during the winter season at the discretion of the relevant coordinator in consultation with the employees affected.

32.5. Where the Council requires tractor operating employees to work overtime in accordance with clause 32.1 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 32.3.

32.6. 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**

---

### **33. General**

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

### **34. Hours of Work**

34.1. 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.

34.2. Hours worked in excess of 43 hours per week (excluding Rostered Days Off) in accordance with clause 34.1 will be referred to as banked hours and will accrue at one and a half hours for each hour worked.

34.3. 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.

34.4. Banked hours shall be taken at the discretion of the relevant coordinator in consultation with the employees affected.

## **Part 9 - LIBRARY SERVICES**

---

### **35. General**

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

### **36. Hours of Work**

- 36.1. Part time employees will be rostered based on their regular hours and days in accordance with their conditions of employment.
- 36.2. 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.
- 36.3. 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.
- 36.4. Saturday – Cessnock and 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.

Employees in the supervisory role must remain in the Library for the duration of the Saturday shift.

## **Part 10 - ENGINEERING REGISTRATION AND RECOGNITION**

---

### **37. General**

37.1 The importance of the contribution of Engineers to Council is recognised by this Agreement through the following:

- (a) An Employee with the qualification of an engineer, may apply to Council to be recognised as a Professional Engineer under this Agreement; and
- (b) Recognition as a Professional Engineer by Council, in accordance with this clause, will not be unreasonably withheld.

In this clause Professional Engineer means an employee who is registered or accredited as a RPEng ("Registered Professional Engineer") or CPEng ("Chartered Professional Engineer") and has been assessed as meeting the requirements of a Professional Engineer.

37.2 Where an engineering Employee is required, or seeks, to be a Professional Engineer Council will:

(a) Acknowledge that it is a matter for the Employee to decide which Australian Engineering registration provider to achieve their accreditation through and will not select or encourage a preferred provider; however, the chosen provider should not be deemed unreasonable by Council;

(b) Pay the initial and ongoing costs associated with achieving and/or renewing Chartered or Registered Professional Engineer status (such as costs associated with continuing professional development programs (CPD), membership and accreditation).

37.3 Once an Employee is recognised as a Professional Engineer under this clause, Council will:

(a) Allow the Employee to use any post nominals in their professional correspondence and be recognised as such in their role with Council;

(b) Support the Employee to attend or participate in relevant professional development courses or events pre-agreed with their manager, during or outside ordinary hours of work, in order for the Employee to meet the required professional development hours to maintain accreditation as a Professional Engineer; and

(c) Pay the Employee at ordinary rates if they attend professional development courses or events, and the time spent will be included in the Employee's ordinary hours of work. For the avoidance of doubt, this will not include penalty rates or allowances.

## **Part 11 - DISPUTE RESOLUTION**

---

### **38. Grievance and Dispute Procedures**

38.1. The Grievance and Dispute Procedures of the Award shall apply.

## **Part 12 - SAVINGS AND TRANSITIONAL**

---

### **39. Preserved Conditions of Employment**

39.1. 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.

39.2. 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 40, Portability of 43

hours per week working arrangement; or are requested and not approved in accordance with clause 40, Portability of 43 hours per week working arrangement, in the different position.

- 39.3. 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”).
- 39.4. 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”).
- 39.5. 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”).

#### **40. Portability of 43 hours per week working arrangements**

- 40.1. 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.
- 40.2. For the purposes of this clause, a ‘promotion’ includes a lateral transfer to a different position within the same work function area.
- 40.3. 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.
- 40.4. 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.
- 40.5. 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.
- 40.6. Subject to clause 40.5, 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) hour per week arrangement. The Council shall not unreasonably refuse such a request having regard to:
  - a) The above statement of intent at sub-clause 40.4;
  - 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.

- 40.7. Where an employee's request to continue working a forty-three (43) hour 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.
- 40.8. 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:

---

General Manager

---

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

---

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

---

Date Signed

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

---

Secretary

---

Date Signed

---

Witness

---

Date Signed

# SCHEDULE A - PRESERVED CONDITIONS

## Part 13 - 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 14 - 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 five (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 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**

- 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 \$20.00 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 15 - 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 five (5) periods of up to two (2) days sick leave without medical certification in any one calendar year provided that where an employee works a minimum of four (4) hours in any day, absences on sick leave during that day up to a maximum of three (3) absences in any year, shall not count towards the five (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**

---

### **1. General**

- 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 29.10.
- 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;<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.  |
- 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 result 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 two (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 (eight) 8 hours for full-time employees.

---

## **Annexure 1 – Flexible Work Arrangements Protocol**

# 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.
- 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.
- 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.
- 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.
- 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.

### 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.

- 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
  - 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.
- 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 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

- 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**

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

<b>Agreement</b>	means the <i>Cessnock City Council Enterprise Agreement 2018</i> and any variation thereof and/or and successor agreements.
<b>Award</b>	means the <i>Local Government (State) Award 2020</i> and any variation thereof and/or and successor awards.
<b>Council</b>	means Cessnock City Council
<b>Discretionary Leave Provisions</b>	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.
<b>Standard Hours</b>	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.
<b>Union</b>	means the United Services Union, LGEA and DEPA.

## 5. PROTOCOL ADMINISTRATION

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

## 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	

## **Annexure 2 - Personal (Sick and Carers) Leave Protocol**

# DRAFT Cessnock City Council Personal (Sick and Carers) Leave Protocol

Date Adopted: **22/09/14** Revision: **4**

---

## 7. PROTOCOL OBJECTIVES

7.1. This protocol establishes the management of Personal (Sick and Carers) Leave entitlements at Council in accordance with applicable awards, agreements, legislation and Council policies. This protocol has been developed between Council and Local Government unions to ensure:

- Council employees and management are aware of Personal Leave entitlements and responsibilities;
- Appropriate procedures are in place to enable Council to be satisfied that the illness, injury or carers responsibility is such that it justifies the taking of time off work;
- Personal leave is only to be used for genuine period of illness, injury or carers responsibilities that require the taking of time off work;
- Council employees who are experiencing ongoing serious or chronic illnesses are treated in a sympathetic and compassionate manner;
- Council manages unplanned absences in a consistent manner that is fair and equitable and takes into consideration the circumstance of employees; and
- Council's operational requirements are met.

## 8. PROTOCOL SCOPE

8.1. This protocol applies to all employees of Cessnock City Council.

## 9. PROTOCOL STATEMENT

### Personal Leave (Sick and Carers Leave)

9.1. Employees of Council are entitled to Personal Leave in accordance with this protocol, the provisions of the Agreement, and the Award.

9.2. An employee who is unable to attend work due to illness, injury or carers responsibilities will be paid Personal Leave where:

- a) They comply with the notification and evidence requirements in accordance with the provisions of this protocol, the Agreement, and the Award; and
- b) Council is satisfied that the illness, injury or carers responsibility is such that it justifies the taking of time off work; and
- c) Council is satisfied that the illness or injury does not arise from engaging in other employment; and
- d) The employee has available Personal Leave entitlements.

9.3. During each year of service with the Council, an employee (other than a casual employee) is entitled to three (3) weeks of paid personal leave.

- 9.4. An employee who is employed on a fixed-term basis or temporary basis of less than 12 months duration shall be entitled to one (1) week of personal leave on commencement of their employment with the Council and a further one (1) week personal leave after each four (4) months of continuous service thereafter
- 9.5. Except where otherwise provided, employees may take up to five (5) occasions of Personal Leave, including carers leave, without certification in each year of service, consisting of four (4) occasions of a single day and one (1) occasion of two (2) days.
- 9.6. Proof of illness for Personal Leave will be required after five (5) occasions in each year of service or for absences exceeding two (2) working days.
- 9.7. Occasions of leave without certification are not exhausted if supported by proof of illness from a qualified medical/health practitioner registered with the appropriate government authority.
- 9.8. Personal Leave is:
- a) paid leave (sick leave) taken by an employee due to their illness or injury; or
  - b) paid leave (carers leave) taken by an employee to provide care and support to a nominated person as per the Award who requires care and support because of:
    - i. a personal illness, or injury; or
    - ii. an unexpected emergency; and
    - iii. where no other person is available to provide such support.
- 9.9. Unless specified otherwise in the Agreement or Award, personal leave entitlements for any period of personal leave taken during employment will be calculated on the basis of an employee's ordinary rate of pay for that period.
- 9.10. Carers leave is not intended to be used for long term, ongoing care. In such cases the employee is obligated to investigate appropriate care arrangements where these are readily available.
- 9.11. In normal circumstances, carers leave is available if an employee is the primary care giver. An employee must not take carer's leave if another person has taken leave to care for the same person at the same time.
- 9.12. Failure to comply with the requirements set out in this protocol may result in an absence being unauthorised and the employee may be subject to disciplinary action in accordance with the provisions of the Award.

#### **Notification Requirements**

- 9.13. Except where otherwise provided, an employee who is unable to attend work due to illness or injury or due to carer's responsibilities will be paid for the absence provided that:
- a) They notify their Supervisor or the Resource Coordinator (where applicable) of the illness and the approximate expected duration of their absence before the commencement of their shift. In circumstances where the employee is unable to notify before the commencement of their shift, they must notify as soon as practicable; and
  - b) Where the absence extends beyond the period originally advised, the employee notifies of the absence as per the clause above, before the commencement of the extended period; and
  - c) The employee provides proof of illness in accordance with this Protocol and the provisions of the Agreement where required.

## Evidence Requirements

- 9.14. Except where otherwise provided, proof of illness for Personal Leave will be required after five (5) occasions in each year of service or for absences exceeding two (2) working days.
- 9.15. Proof of illness for sick leave will include certification from a qualified medical/health practitioner registered with the appropriate government agency or statutory declaration.
- 9.16. Proof of illness shall indicate the employee's inability to undertake their normal duties.
- 9.17. Where an employee has made all reasonable attempts to make an appointment with a doctor but has been unsuccessful they may provide Council with evidence of their attempts as proof of illness on Council's Leave Request Form.
- 9.18. 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.
- 9.19. 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 to require care by the employee and that no other appropriate care arrangements are reasonably available.
- 9.20. In extenuating circumstances Council may approve uncertified Personal Leave. Such approval will take into consideration the employee's personal circumstances and leave history. Approval may only be granted by the Manager.
- 9.21. Council may require an employee to attend a qualified medical/health practitioner nominated by the Council at Council's cost.

## Carers Entitlements for Casual Employees

- 9.22. A Casual employee is entitled to be unavailable to attend work, or leave work, if they need to care for a person as prescribed in the Award.
- 9.23. The period of time the employee will be entitled to not be available to attend work is as prescribed in the Award.

## Additional Requirements in Relation to High Usage of Personal Leave and Pattern of Sick Leave

- 9.24. Council may require an employee who has a high usage of personal leave and/or a pattern of sick leave to provide proof of illness from a qualified medical/health practitioner to justify their time off work.

## 10. PROCEDURES

- 10.1. If an employee has exhausted their periods of uncertified Personal leave they will be notified via email or a memorandum attached to their payslip of the requirement to provide proof of illness for future absences in the year of service.
- 10.2. In the following circumstances an employee's immediate supervisor may meet with them to discuss their use of Personal Leave:
  - a) If an employee has exhausted their periods of uncertified Personal leave.

- b) If the Council believes, on reasonable grounds, that the employee has a high usage of Personal Leave.
  - c) If an employee has a Pattern of Personal Leave.
  - d) If an employee fails to notify Council of their absence in accordance with the provisions of the Agreement and/or the Award.
  - e) If Council has reasonable grounds to consider that the absence/s is non-genuine.
  - f) If Council has concerns that the use of Personal leave is related to an on-going non-work related injury/illness.
- 10.3. The purpose of the meeting will be to discuss the reason/s for the concerns including providing the employee with the opportunity to provide any details of any on-going medical concerns.
- 10.4. An employee may have a support person or Union representative present.
- 10.5. Following this meeting, an examination of Personal Leave usage and taking into consideration the employee's personal circumstances, overall attendance patterns and work performance, Council may:
- a) Take no further action where it is satisfied that the employee is experiencing an on-going, serious or chronic illness.
  - b) Require the employee to provide satisfactory evidence (i.e. medical certificate for Sick Leave and medical certificate or statutory declaration for Carers Leave) for a period of six months or as otherwise agreed. Where the period of time is as otherwise agreed it will be determined by Council following consultation with the employee and their Union (if requested). Regular reviews will occur throughout the term.
  - c) Direct an employee to attend a qualified medical/health practitioner nominated by Council at Council's cost.
  - d) Develop a Performance Improvement Plan for the employee to assist with future compliance.
  - e) Develop in consultation with the employee reasonable flexible work arrangements in accordance with Council's Flexible Work Arrangements Protocol.
- 10.6. The obligation to provide proof of illness as set out in subclause 3.6.5b), may be required irrespective of whether the employee has entered a new year of service and the term may be extended where the employee fails to comply.
- 10.7. Where an employee applies for Personal Leave but has failed to comply with any conditions imposed on their usage of Personal leave, without a valid reason, the leave may not be approved and may be treated as Unauthorised Personal Leave Without Pay.
- 10.8. Except as otherwise provided, where an employee has exhausted all of their Personal Leave entitlements any future absence due to Personal leave during that year of service will be Leave Without Pay. If mitigating circumstances apply Council may approve the use of other forms of accrued leave to be used in lieu of Personal leave.
- 10.9. If in its opinion the circumstances warrant, Council may grant additional Personal Leave entitlements in accordance with the provisions of the Award.

## **11. SICK LEAVE AT HALF PAY**

- 11.1. Sick leave at half pay may be granted to an employee in extenuating circumstances.

- 11.2. Any application for sick leave at half pay requires General Manager approval and is at Council's discretion. Such applications must detail the extenuating circumstances leading to the request.

## **12. LEAVE IN ADVANCE**

- 12.1. Personal leave in advance will only be granted to an employee in exceptional circumstances.
- 12.2. Any application for Personal leave in advance must go to the General Manager for approval and must include details of the exceptional circumstances.
- 12.3. Personal Leave in advance can only be approved by the General Manager and is at Council's absolute discretion.
- 12.4. Any negative Personal leave balance on termination of employment as a result of leave taken in advance may be deducted from an employee's termination payment.

## **13. APPLYING FOR LEAVE**

- 13.1. All applications for Personal leave must be submitted on a Leave Application Form.
- 13.2. Applications for personal leave must be accompanied by supporting documents in accordance with this protocol and the provisions of the Agreement and the Award.
- 13.3. Unless specified otherwise in this protocol, leave applications will be approved by the employee's direct manager/supervisor.
- 13.4. Where an application for leave is refused for any reason Council will ensure that the reason(s) for the refusal are discussed with the employee.

## **14. CONFIDENTIALITY**

- 14.1. Council will ensure that privacy and confidentiality will be maintained at all times.

## **15. GRIEVANCE PROCESS**

- 15.1. 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.
- 15.2. Where an employee is not satisfied with the outcome they may take action in accordance with the Grievance & Dispute Procedures of the Award.

## **16. REVIEW AND VARIATIONS**

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

## 17. PROTOCOL DEFINITIONS

<b>Agreement</b>	means the <i>Cessnock City Council Enterprise Agreement 2025</i> and any variation thereof and/or and successor agreements.
<b>Award</b>	means the <i>Local Government (State) Award 2023</i> and any variation thereof and/or and success or awards.
<b>Council</b>	means Cessnock City Council
<b>Discretionary Leave Provisions</b>	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.
<b>High Usage of Personal Leave</b>	means where the Council believes, on reasonable grounds, that an employee has a high usage of Personal Leave.
<b>Immediate family</b>	means: <ul style="list-style-type: none"> <li>a) a spouse of the employee; or</li> <li>b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or</li> <li>c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or</li> <li>d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or</li> <li>e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph: <ul style="list-style-type: none"> <li>i. "relative" means a person related by blood, marriage or affinity;</li> <li>ii. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and</li> <li>iii. "household" means a family group living in the same domestic dwelling</li> </ul> </li> </ul>
<b>Pattern of Personal Leave</b>	means where the taking of personal leave generally occurs in a pattern. A pattern of personal leave may include, for example, repeatedly taking personal leave on the same calendar day of the week and/or repeatedly taking personal leave in conjunction with a public holiday, weekend, pre-approved leave and/or a Rostered Day Off.
<b>Personal Leave</b>	means sick and/or carers leave.
<b>Union</b>	means the United Services Union, LGEA and DEPA.
<b>Year of Service</b>	means completed year of service from commencement date.

## 18. PROTOCOL ADMINISTRATION

<b>Business Group</b>	General Manager's Unit
<b>Responsible Officer</b>	Human Resource Manager
<b>Associated Procedure (if any)</b>	Nil
<b>Protocol Review Date</b>	June 2022
<b>File Number / Document Number</b>	DOC2015/005351
<b>Protocol Number:</b>	HR2016-09
<b>Relevant Legislation (reference specific sections)</b>	<i>Industrial Relations Act 1996 (NSW)</i>
<b>Relevant desired outcome or objectives</b>	
<b>Related Policies / Protocols / Procedures</b>	<ul style="list-style-type: none"> <li>▪ <a href="#">Records Management Policy</a></li> <li>▪ Leave Protocol</li> </ul>

## 19. PROTOCOL HISTORY

Revision	Date Approved / Authority	Description Of Changes
1	22 September 2014	Protocol adopted.
2	22 September 2015	Minor changes.
3	19 June 2019	Change to Protocol, changes to reflect variations to Award.
4	ELT approval date to be entered following IRC ratification of EA	Changes to reflect variations to Cessnock City Council Enterprise Agreement 2025