

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA11/1

TITLE: Cessnock City Council Indoor Staff Enterprise Agreement 2010

I.R.C. NO: IRC10/1482

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NEW AGREEMENT OR VARIATION: Replaces EA05/362.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all permanent indoor employees employed by Cessnock City Council, with the exception of those indoor employees currently employed under a term contract in an ongoing position; the Directors and the General Manager, who fall within the coverage of the Local Government (State) Award 2010.

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



CESSNOCK CITY COUNCIL

INDOOR STAFF ENTERPRISE AGREEMENT 2010

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1. Title of Agreement

This agreement shall be known as the Cessnock City Council Indoor Staff Enterprise Agreement 2010.

2. Parties to the Agreement

- 2.1 The parties to this agreement are Cessnock City Council and;
- (i) The New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union;
 - (ii) The Local Government Engineers' Association; and
 - (iii) The Development and Environmental Professionals' Association

3. Term

- 3.1 This agreement shall operate from 1 July 2010 and shall remain in force for a period of 3 years.

4. Incidence

- 4.1 This agreement shall apply to all permanent indoor employees of Cessnock City Council with the exception of those indoor employees currently employed under a term contract in an ongoing position; the Directors and the General Manager.
- 4.2 Clauses 10, 11, 12, 13, 14, 15, 16, 17 and 18 (Flexitime) and Clause 21 (On-Call Allowance) shall apply to all temporary indoor employees of Cessnock City Council.

5. Definitions

In this Agreement unless the context otherwise requires:

- (a) Words denoting the singular number shall include the plural number and vice versa;
- (b) Words denoting any gender shall include any other gender;
- (c) Headings are for convenience only and shall not affect or contribute to the interpretation of this document;
- (d) 'Council' means Cessnock City Council.
- (e) 'Union' shall mean the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU); the Local Government Engineers Association of New South Wales (LGEA) and the Development and Environmental Professionals Association of New South Wales (DEPA).
- (f) 'Award' means the Local Government (State) Award 2007 and any variation thereof and/or any award in substitution or replacement thereof however so defined shall apply.
- (g) 'Employee/s' means all indoor permanent employees of Council (both full-time and part-time employees) with the exception of those indoor employees currently employed under a term contract in an ongoing position, the Directors and the General Manager.

6. Parties Acknowledgements and Undertakings

- 6.1 The parties acknowledge that this Agreement has been entered into free of duress by any of the parties to the Agreement.
- 6.2 The Council and the Union agree to review operations at the Council level on an ongoing basis with a view to providing enhanced flexibility and efficiency.
- 6.3 The parties agree that nothing in this Agreement shall preclude them from entering into negotiations to vary this Agreement at any time where a specific need is mutually agreed.
- 6.4 This Agreement rescinds and replaces in its entirety the Cessnock City Council Indoor Staff Enterprise Agreement 2005.

7. Anti-Discrimination

- 7.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3 of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 7.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 7.3 Under the *Anti-Discrimination Act 1977 (NSW)*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 7.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the Anti-Discrimination Act 1977 (NSW);
 - a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 7.5 This clause does not create legal rights or obligations in addition to those imposed on the parties by legislation referred to in this clause.
- 7.6 NOTES

Cessnock City Council and its employees may also be subject to Commonwealth anti-discrimination legislation.

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

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

8. Equal Employment Opportunity

- 8.1 Council is committed to providing equal employment opportunity for every employee in all spheres of employment, and providing equal pay for work of equal value.
- 8.2 Council is committed to providing an environment in which employees can work without distress or interference caused by workplace harassment, bullying or discrimination.

9. Parent Award

- 9.1 This Agreement shall be read and interpreted wholly in conjunction with the Award however so defined shall apply, provided that where there is any inconsistency between the Agreement and the Award this Agreement shall prevail to the extent of the inconsistency. Where this Agreement is silent the Award shall apply.

10. Flexi-time

- 10.1 The main objective of the Flexible Working Hours – Flexi-time arrangement (Flexi-time) is to enable employees to better balance work and personal commitments whilst ensuring the workplace is sufficiently flexible to meet its operational needs and demands while accommodating, where possible, the needs of employees.
- 10.2 The option for employees to work flexible hours **should not** be seen as an ability to alter start/finish times and working hours permanently as this may affect the ability of the organisation to meet its staffing requirements as well as being a barrier to other employees in the work team to successfully organise flexible working hours.
- 10.3 The true benefits of the Flexi-time arrangement will only be realised if all parties commit to fulfilling their responsibilities as a demonstration of behaviours reflective of the agreed values of respect, integrity, teamwork and safety.

11. Flexi-time – Definitions

Flexi-time	Flexi-time is the time in excess of 7 hours (7.6 hours for 38 hour week employees) accrued and taken within the prescribed bandwidth.
Standard Hours	Standard hours are 7 hours per day for employees on a 35 hour week and 7.6 hours per day for employees on a 38 hour week.
Bandwidth	Bandwidth is the 12 hour span of hours available each day for work Monday to Friday without incurring penalty rates. The bandwidth may commence from 7.00am. An employee who requests to work flexi-time hours between 6pm and 7pm shall be deemed to have fulfilled the requirements of Clause 16 C. (v) of the Local Government (State) Award and shift penalties shall not be paid.
Debit Hours	Debit hours are those hours that are not worked that form part of a 7 hour day for 35 hour per week positions and a 7.6 hour day for 38 hour per week positions.
Credit Hours	Credit hours are those hours worked in excess of 7 hours per working

day for 35 hour per week positions and 7.6 hours for 38 hours per week positions.

Supervisor Person to whom the employee reports on a daily basis.

Timesheet Timesheet shall mean a hardcopy record of attendance.

12. Flexi-time – Eligibility

- 12.1 Flexi-time is available to permanent full time indoor employees. Those employees currently on a term contract in an ongoing position, the Directors, the General Manager and casual employees are not eligible.
- 12.2 Permanent part-time employees who work over a minimum of 7 hours per week are eligible for limited Flexi-time arrangements.
- 12.3 Permanent full time indoor employees currently working other approved flexible working arrangements are eligible for limited Flexi-time arrangements on the same basis as permanent part-time employees.

13. Flexi-time Hours

- 13.1 The Flexi-time arrangement will replace the Variable Working Hours Scheme that provides current eligible employees with a 9 day fortnight or 19 day month.
- 13.2 The hours previously worked and accrued as at Rostered Day Off (RDO) under the Variable Working Hours Scheme will now be accrued as Flexi-time. Employees who do not wish to work additional Flexi-time hours will be able to take a Flexi-day on the same basis as they previously took an RDO.
- 13.3 Employees currently eligible for a 9 day fortnight will retain this arrangement under Flexi-time arrangements.
- 13.4 Employees may accumulate credit hours to a maximum of 35 hours (38 hours). An employee may not accumulate more than 35 hours (38 hours).
- 13.5 Employees may accumulate debit hours to a maximum of 7 hours (7.6 hours for 38 hour week). Where an employee has a debit balance in excess of 7 hours (7.6 hours for 38 hour week) deductions will be made from annual leave or leave without pay. Employees will be required to submit a leave form to cover the reduction in annual leave or leave without pay transaction.
- 13.6 Part-time employees may accumulate credit hours to a maximum of 7 hours (7.6 hours for 38 hour week). An employee may not accumulate more than 7 hours (7.6 hours for 38 hour week).
- 13.7 Where an employee exceeds the maximum accumulation of flexi-time hours without approval, excess hours will be forfeited.
- 13.8 The minimum time period for credit and debit flexi-time is 15 minutes.
- 13.9 Flexible hours will be paid at the rate of pay earned at the time of accrual. This may result in a slight variation in payment due to a number of factors including award changes, competency assessment increases and/or change in position.

14. Flexi-time Criteria

- 14.1 The needs of the job and completion of work are the most important considerations and the opportunities offered to employees by Flexi-time arrangements may only be used providing they fit in with the work situation at any given time. Working the Flexi-time arrangements may not work in all areas as this would reduce the level of service or adversely affect the efficient operation of the department/section/team, for instance, placing additional workload on other employees required to cover Flexi-time absences.
- 14.2 Requests from employees to work Flexi-time and take accrued Flexi-time must be agreed between the supervisor and the employee prior to either accruing or taking flexi-time. Supervisors and employees must co-operate in planning their daily arrival and departure time and lunch breaks to accommodate flexi-time arrangements.
- 14.3 Agreement for requests from employees to work Flexi-time and take accrued Flexi-time shall not be unreasonably withheld by the Supervisor.
- 14.4 Where employees have similar desires and are unable to agree the supervisor will in consultation with the work team make a decision based on the most equitable basis for all.
- 14.5 Prior to refusing a flexi-time request supervisors should consult with the employee making the request and the other employees affected by the request to endeavour to negotiate a mutually beneficial outcome for all parties.
- 14.6 Where supervisors are considering refusing a Flexi-time request from an employee they must also be mindful that all decisions are consistent with EEO legislation.
- 14.7 Through mutual agreement between the supervisor and the employee flexi-time may be accrued outside of the agreed bandwidth.
- 14.8 Employees shall not work more than a maximum of 10 hours in any one day exclusive of unpaid meal breaks. This may be varied under special circumstances and with the approval of the Director.
- 14.9 For positions that have authorised attendance requirements outside the bandwidth eg after hours meetings which conclude between 7.00pm and 11.00pm the span of hours on these days may be altered, however, ordinary hours worked must not exceed 12 hours in any one day exclusive of unpaid meal breaks.
- 14.10 Flexi-time is not a substitute for overtime. Overtime is applicable where an employee is directed to work prior to 7.00am and or after 7.00pm (except in the circumstances in 5.9) or directed to work over 35 hours or 38 hours per week. Work carried out on Saturday and Sunday will also attract overtime. **Overtime must be authorised in advance by the supervisor.**
- 14.11 Employees who are entitled to a one hour unpaid meal break may reduce the meal break to a minimum of 30 minutes or extend the meal break to 2 hours to be taken between 12.00pm to 2.00pm. An unpaid meal break of at least 30 minutes should be taken within the first five hours of continuous work. If unforeseen circumstances arise the meal break may be delayed but must be taken as soon as practicable subject to the observance of appropriate occupational health and safety standards.
- 14.12 Access to Flexi-time does not remove the need for other types of leave, that is, sick or carer's leave. However, on any day an employee works 7 hours (7.6 hours for 38 hour week) or more they cannot claim any other form of leave. Conversely any day when an employee works less than 7 hours (7.6 hours for 38 hour week) they must

claim either Flexi-time or some other form of leave to take their hours paid for the day to a maximum of 7 hours.

- 14.13 When an employee becomes ill on Flexi-time leave he/she is not entitled to claim sick leave for that period.

15. Flexi-time - Staffing Levels

- 15.1 All supervisors are required to ensure adequate staffing levels are set to enable each section to provide continuous service to staff and public. This may necessitate the introduction of measures within departments and sections which are not specifically covered within this guideline
- 15.2 Supervisors shall arrange staffing minimums to ensure that each section will operate efficiently throughout normal working hours each day. This staffing minimum must be arranged from existing staff resources in consultation with the work team.

16. Flexi-time - Recording of Flexi-time

- 16.1 Flexi-time must be entered onto each employee's timesheet, authorised by the supervisor and submitted to Payroll within the required timeframe each week.
- 16.2 Employees attending conferences, seminars, training sessions for a whole day will be considered as working standard hours for that day unless otherwise approved by the supervisor. These situations will be exceptional and negotiated in advance of the conference.
- 16.3 Any employee who:
- Deliberately falsifies records
 - Records incorrect times of commencement and/or cessation
 - Habitually commences or ceases work outside the bandwidth where it has not been approved
 - Breaches the guideline in any other way

Shall be instructed to work standard hours and where necessary face disciplinary action for falsification of timesheet.

17. Flexi-time – Termination of Employment

- 17.1 Any credit hours accrued at the time of an employee submitting their resignation or at time of termination should be taken over the period of notice wherever possible. Where this is not feasible the balance of credit flexi-time hours will be paid out on termination.
- 17.2 Debit time remaining at the time of cessation of duty shall be deducted from the employee's termination payment.

18. Flexi-time – Grievances and Misuse

- 18.1 Any problem encountered by an employee concerning the operation of this guideline should in the first instance be discussed with the supervisor concerned who will wherever possible resolve such problems.
- 18.2 Where an interpretation of the guideline is required the matter should be forwarded through the supervisor to Human Resources.
- 18.3 Where an employee does not adhere to this guideline the Director may take such action as is deemed necessary to ensure that there is no further breach of the

guideline. This may include denying the employee further access to Flexi-time hours and return to their standard hours.

- 18.4 An employee who is dissatisfied may lodge a grievance in accordance with Council's Workplace Grievance Policy.

19. Sick Leave and Carer's Leave

19.1 All employees are to notify their supervisor wherever possible prior to the starting time if they are unable to work due to sickness or carer's responsibilities. This enables Council to arrange for appropriate relief employees and limits disruptions to the work schedule.

19.2 Employees can access up to 6 days of non-certified sick leave, including carer's leave, over 5 occasions in each year of service with such leave consisting of 4 x 1 day periods and 1 x 2 day period without providing proof of illness.

19.3 Proof of illness shall be required after the 5 occasions in Clause 19.2 or where an absence exceeds 2 working days. Proof of illness may include certification from a qualified medical/health practitioner registered with the appropriate government authority.

19.4 Where an employee has made all reasonable attempts to make an appointment with a doctor but has been unsuccessful they must provide evidence of their attempts in the relevant section of Council's leave form.

19.5 An employee who is absent from work due to carer's leave shall if required:

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
- (ii) establish either by production of documentation acceptable to Council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

20. Emergency Services Leave

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

21. On Call Allowance

21.1 Employees who receive the on-call allowance in accordance with the Award shall be paid an additional \$80.00 per week allowance indexed to the Award increases when they are on-call to compensate for dealing with after hours telephone calls.

22. Performance Recognition and Performance Management

22.1 Employees will receive an annual performance bonus payment for reaching the required level of achievement of the Key Performance Indicators under the Performance Management System. The quantum of the annual performance bonus payment and the percentage of the required level of achievement over the life of this Agreement are as follows:

Year	Quantum	Percentage Required
2010/2011	\$650.00	78%
2011/2012	\$750.00	82%
2012/2013	\$850.00	87%

22.2 All performance bonus payments will be made net after tax.

22.3 The Key Performance Indicators will be determined on an annual basis in consultation through the following mechanisms:

- Council shall provide a monthly report of all current KPI target outcomes, this report to be presented and reported at each monthly Consultative Committee meeting.
- The Minutes of the Consultative Committee detailing the progress on the KPI target outcomes will be made available to all staff each month.
- Variance reporting may be required following recommendations of the Consultative Committee and/or relevant teams/sections.
- Council to initiate and conduct meetings with section/teams where there is a reported variance from the KPI target outcome from the previous month. Such meetings should be organised within two weeks of the Consultative Committee meeting to improve performance where required.

22.4 Employees who complete 5 years service with the Council will receive an in kind gift to recognise their length of service. Employees will then be eligible for a further gift for each additional 5 years of service.

23. Superannuation

23.1 The Council will pay employees an additional 1% superannuation on their superable salary as a co-contribution from the first full pay period after 1 July 2010. The Council will absorb the additional 1% superannuation payment should there be an increase in the employer contribution levels under a new Award.

24. Leave Applications

24.1 All applications for annual and long service leave shall be approved or refused within 5 working days from the lodgement date of the application except for the peak periods of Easter and Christmas.

24.2 Application forms for annual and long service leave for the peak holiday periods of Easter and Christmas must be submitted 2 calendar months prior to these peak holiday periods to allow Council to determine appropriate staff coverage during these times. All applications received by the 2 month cut off time shall be approved or refused within 5 working days.

24.3 Where applications are refused the reasons for the refusal are to be conveyed to the applicant in writing.

24.4 If the application has not been determined and the five days has lapsed, the application will be deemed to be approved.

24.5 Management will consider applications submitted outside the guidelines where the employee can demonstrate special circumstances.

25. Training and Development

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

26. Staff Health and Welfare

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

27. Union Meetings

- 27.1 Employees shall be granted a ½ hour per employee on 2 occasions each calendar year to attend union meetings.

28. Savings and Transitional

- 28.1 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.

- 28.2 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.

- 28.3 Employees with pre-existing employment conditions of the 9 day fortnight and/or 32.5 hour working week, within the limits of their sick leave entitlement shall be granted 5 periods of up to 2 days sick leave without medical certification in any one calendar year provided that where an employee works a minimum of 4 hours in any day absence on sick leave during that day up to a maximum of 3 absences in any year, shall not count towards the 5 periods.

29. Leave Reserved

- 29.1 Leave is reserved for the parties to the Agreement to negotiate an effective date of operation of a new job evaluation system and salary system. The parties agree by 31/10/10 as the date the parties have to finalise the date of operation of the salary system, that is in effect the date for any retrospective payments of salary increases arising from the introduction of a new salary system.

30. Grievance and Dispute Procedures


- 30.1 For the purposes of this Agreement grievances and disputes shall be dealt with in accordance with the relevant clause in the Award.

31. Future Negotiations

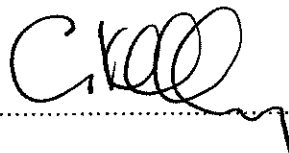
- 31.1 The parties agree to commence negotiations on a new Agreement no later than 6 months prior to the termination date of this Agreement. The Council shall advise employees and the Union when negotiations are due to commence on a new Agreement.

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






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



SIGNED FOR AND ON BEHALF OF THE)
DEVELOPMENT AND ENVIRONMENTAL)
PROFESSIONALS ASSOCIATION)



SIGNED FOR AND ON BEHALF OF THE)
LOCAL GOVERNMENT ENGINEERS)
ASSOCIATION)



Annexure A – Emergency Service Leave Procedure

Procedure

Where Council employees are not required for Council work and are authorised by a Director to carry out emergency services' work during normal Council working hours, along with other citizens, the Council will pay their normal wages or salary in accordance with this policy so that they will not be out of pocket as a result of having volunteered.

Employees will be allowed to proceed on Emergency Services Leave to assist as a volunteer for one of the following organisations:

- State Emergency Services
- Volunteer Rescue Association of NSW (or affiliated group)
- NSW Rural Fire Service

Eligibility

Full-time and part-time employees of Council.

1. General Entitlement

- 1.1 Where an employee is a volunteer of one of the organisations nominated in this procedure, Emergency Service Leave of up to 5 days inclusive of rest periods in any calendar year may be granted if an employee is called upon to assist as a volunteer. This leave allows the employee to assist the organisation with an emergency.
- 1.2 To be eligible for the leave the employee must be nominated by the Local Controller of the organisation involved and must produce a certificate of attendance. In such cases the employee is to be regarded as 'on duty' (for the purposes of leave payments only) and shall receive special leave with pay provided that the assistance takes place during normal working hours and the employee does not receive any remuneration from the organisation concerned. Where the employee does receive remuneration, the employee is to be regarded as 'off duty' and will receive payment in accordance with the Local Government (State) Award provisions for Jury Service Leave. The employee may apply for annual leave during this period.
- 1.3 Leave shall not be granted where such leave could jeopardise the proper functioning of the Section or Department. Council may choose to refuse to grant leave with or without pay if an employee's absence will cause exceptional inconvenience or hardship in the workplace, or jeopardise the safety or security of Council's operations, other employees or the public, or their absence affects the Council's own ability to respond to a disaster/emergency.

2. Declared Emergency (State of Emergency) Entitlement

Where an emergency is declared under Section 44 of the Rural Fires Act, 1997 or under other relevant legislation or by the Premier, employees who volunteer to assist in the emergency are to be granted special purpose leave at the discretion of the relevant Director. Leave granted under this clause is **not to count** towards the 5 day upper limit specified in 1.1.

3. Rest Period

- 3.1 Council may require an employee who has taken ill or is unfit to return to work whilst on emergency services leave to provide proof from a medical practitioner.

- 3.2 An employee is required to provide proof of commencement and finishing of the emergency services leave from a supervisor of the volunteer organisation before payment of wages can be authorised.
- 3.3 When an employee has been on emergency services leave for a continuous period over 4 hours outside normal working hours, there is to be a compulsory break of 10 hours between the emergency services leave and the recommencement of work. Where the break overlaps with the employee's ordinary hours of work, the expense is to be incurred by Council.
- 3.4 Upon completion of the emergency services leave, the employee is to resume work if the leave is completed during the employee's ordinary working hours. The only variance is when the employee has served a continuous period of over 8 hours of emergency services leave that overlaps ordinary working hours, in which case the employee shall not resume work that day.

4. Administration

- 4.1 An employee shall give notice prior to a period of Emergency Services Leave wherever possible by submitting a Leave Application form together with supportive evidence to their Supervisor and Manager for approval.
- 4.2 Where prior notice is not possible, an employee shall submit a Leave Application Form immediately on their return to work.
- 4.3 An application for leave must be accompanied by a statement from the Local or Divisional Controller, the Fire Controller, Deputy Fire Controller or the Police certifying the times of attendance. The leave application should indicate the period and area of attendance together with the name of the organisation to which the volunteer belongs.

Annexure B – Healthy Employees Program - Procedures

Overview

Council will assist employees who wish to achieve and maintain physical well being by supporting their participation in a range of activities aimed at improving their health and fitness.

Eligibility

The following employees are eligible to participate in the program:

- Current permanent employees both full-time and part-time.

The following persons are not eligible to participate:

- Family members and friends
- Contractors and their employees (including labour hire staff)
- Casual employees
- Employees on unpaid leave

Healthy Employees Program

An annual subsidy of up to \$95.00 per eligible person in each financial year to be used towards:

- a) Fitness centre membership fees for activities including:
 - Aerobics/circuit classes
 - Use of gym equipment
 - Personalised programs
- b) Swimming pool season tickets (adult or family) and aqua aerobics classes
- c) Adult learn to swim classes
- d) Registration fees for sporting and other health related individual/team activities including:
 - Football / Soccer / Netball / Cricket
 - Tennis / squash
 - Bowling club playing fees
 - Golf playing fees / green fees
- e) Remedial massage
- f) Weight loss / Gut Busters programs from accredited providers
- g) Senior First Aid
- h) Work-Life Balance & Stress Management courses through an accredited provider
- i) Yoga / Pilates / Tai Chi / Martial Arts and similar activities
- j) Self-defence

The annual subsidy will **not** include:

- Sporting equipment and clothing
- Medical treatment

Note: Service providers, clubs or facilities do not have to be in the Cessnock Local Government Area.

Claiming the Subsidy

1. Employees wishing to claim a subsidy under this program must:
 - Pay the up-front fees/costs
 - Complete the Healthy Employees Program Claim Form and attach proof of payment to the form
 - Submit the Claim Form to Human Resources
2. Employees may submit up to two subsidy claims in each financial year, however, the total claimable for the financial year is \$95.00.
3. Human Resources will advise employees if a claim is ineligible.
4. Human Resources will refer eligible claims for payment.

Responsibilities

Participation in the Healthy Employees Program is not a work activity. Therefore Council will not be held liable for:

- a. Any injury or illness to an employee as a result of participation in an activity associated with the Healthy Employees Program.
- b. Any cost incurred by employees other than as specified under the Healthy Employees Program.

CESSNOCK CITY COUNCIL
HEALTHY EMPLOYEES PROGRAM
CLAIM FORM

Employee Name: _____

Date: _____

Amount Claimed: \$ _____ *(Maximum amount \$95.00 per financial year)*

Type of Subsidy: (Please tick one)

- Fitness Centre fees
- Swimming Pool season tickets and aqua aerobic classes
- Adult Lean to Swim classes
- Team Registration fees
- Remedial Massage
- Weight loss / Gut Busters program
- Senior First Aid
- Work-Life Balance, Stress Management
- Yoga / Pilates / Tai Chi / Martial Arts / & similar activities
- Self-defence

I understand that participation in the Healthy Employees Program is not a work activity and Council will not be held liable for:

- a. Any injury or illness to an employee as a result of participation in an activity associated with the Healthy Employees Program.
- b. Any cost incurred by employees other than as specified under the Healthy Employees Program.

Signed: _____

Date: _____