

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/165

TITLE: **Pristine Waters Council Enterprise Agreement**

I.R.C. NO: IRC3/3602

DATE APPROVED/COMMENCEMENT: 11 July 2003

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/351

GAZETTAL REFERENCE: 10 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees and Council staff (except for those on contract) who fall within the coverage of the Local Government (State) Award 2001 and the Local Government Engineers Senior Staff Award.

PARTIES: Pristine Waters 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

**PRISTINE WATERS COUNCIL
ENTERPRISE AGREEMENT
JULY 2003 - JUNE 2006**

Arrangement

Clause No.	Subject Matter
1.	Introduction
2.	The Parties
3.	Staff Consultative Committee
4.	Duration
5.	Duress
6.	Relationship to the Awards
7.	Hours of Work
8.	Public Holidays
9.	Allowances
10.	Leave
11.	Christmas/New Year
12.	Payment of Employees
13.	Renegotiation of the Agreement
14.	Dispute Procedure
15.	Anti-discrimination
16.	Signatures to Agreement

1. Introduction

This Enterprise Agreement is made in accordance with the provisions of Sections 29 to 47 of the *Industrial Relations Act 1996* and shall be known as the Pristine Waters Council Enterprise Agreement and incorporates the existing agreements of Ulmarra and Nymboida Shire Councils. The Agreement shall provide the basis for entitlements in the areas specified by the Agreement for all Council staff covered by the:

Local Government (State) Award 2001; and the

Local Government Engineers Senior Staff Award 1999.

This Agreement applies to all employees (other than those on contract) who are employed by Pristine Waters Council.

2. the Parties

The Parties to this Agreement are the Pristine Waters Council (herein after referred to as the Council) and the following Unions:

The New South Wales Local Government, Clerical, Administrative, Energy, Airline and Utilities Union, Australia;

The Local Government Engineers' Association of New South Wales; and

The Development and Environmental Professionals' Association.

(herein after referred to as the Unions).

3. Staff Consultative Committee

This Enterprise Agreement has been developed in consultation with the Pristine Waters Council Staff Consultative Committee.

4. Duration

- (a) This Agreement shall come into operation from the date approved by the Industrial Relations Commission of NSW and shall remain in force until 30 June 2006.

5. Duress

This Agreement has been entered into without duress by any party.

6. Relationship to the Awards

This Agreement shall be read and interpreted wholly in conjunction with:

The Local Government (State) Award 2001;

The Local Government Engineers Senior Staff Award 1999; and

Any amendments to those Awards.

The provisions of the Agreement will override the provisions of the award where they conflict, otherwise where the Agreement is silent the Award shall prevail.

7. Hours of Work

The following hours of work shall take precedence over:

Clause 15 Part A (i) & (viii) and

Clause 15 Part B (i) & (ii) of The Local Government (State) Award 2001;

Clause 12 - The Local Government Engineers Senior Staff Award 1999.

7.1 Flexible working hours

A system of flexible working hours assists employees to combine work and family responsibilities, as well as providing productivity benefits, including the potential for improved service.

Flexible hours may involve changing starting and finishing times, staggered hours, compressed work weeks and a range of other flexible working practices including longer or shorter working weeks.

In order that flexible working arrangements may benefit both employee and employer, employees are entrusted to accurately record their time worked and to give consideration to team, departmental and organisational business and customer needs when considering their approach to flexitime hours.

7.2 35 hour per week employees

Flexitime conditions

Voluntary spread of hours

7.00 am to 6.00 pm - Monday to Friday

Customer service hours

8.45 am to 4.30 pm - Monday to Friday

Employees may choose to work their normal hours outside of the voluntary and core hours subject to seeking and obtaining an agreement from the Divisional Manager.

Lunch

Minimum of 30 minutes to a maximum of 2 hours

Morning tea break (paid)

10 minutes

Absences (sick, carers leave etc) must be notified by 9.00 am.

A standard day for the purposes of calculating leave and payment for public holidays is 7.0 hours.

Maximum debit 7 hours or a credit of 14 hours may be accrued at any time without approval. Management of time in excess of these hours to be in consultation with the Supervisor and/or Divisional Manager.

All flexitime must be approved in advance by the supervisor with a maximum of 14 hours able to be taken during any calendar month. Where it is proposed that a second block of 7 hours is to be taken within the same calendar month, prior approval will be required from the Supervisor and/or Divisional Manager.

It should be noted that it is not intended that the opportunity for flexible working hours would encompass use as a nine day fortnight.

All periods of leave including annual leave, flexitime, attendance at conferences and meetings (internal or external) etc., will be recorded on the employee's Outlook calendar.

Each employee will record their daily working hours on an approved (by the employer) monthly flexitime sheet, which must be produced at the request of their Supervisor or Divisional Manger.

Due to the nature of specific projects and/or specific circumstances, it may be necessary on occasion for employees to work outside the voluntary spread of hours. Should this occur agreement with the Divisional Manager will be required to determine a mutually acceptable arrangement for payment or utilisation of flexitime.

7.3 76 hour per fortnight employees

Shall allow for a nine (9) day fortnight based on the following arrangement of hours of work:

Employees to work 9 days per fortnight at 8.5 hours per day with half an hour overtime being paid on a fortnightly basis.

Employees will be paid 38 hours each week, plus any overtime worked for the week.

Core days Monday to Friday

Starting Time 7.00 am (on job)

Morning Tea 10 minutes (paid)

Lunch 30 minutes to be taken on the job

Finishing time 4.00 pm (on job)

Rostered Day Off (RDO) to be staggered with part of the workforce taking their RDO on Monday and the remainder on Friday (preferably in the same week).

Where there is prior agreement to work RDO's between the Council and the employee, an employee may elect to be paid the appropriate overtime rate or be granted an RDO equivalent to the actual hours worked.

8. Public Holidays

- (a) For 76 hour per fortnight employees, where a Rostered Day Off falls on an Award holiday the following shall apply:

In the case of the Award holiday being a Friday, the preceding Thursday shall become the Rostered Day Off;

In the case of the Award holiday falling on a Tuesday, Wednesday or Thursday, then the following day shall become the Rostered Day Off;

In the case of the Award holiday being a Monday, the following Tuesday shall become the Rostered Day Off.

- (b) Locally proclaimed public holidays being Ramornie Cup, Grafton Cup and Jacaranda Thursday shall be observed and paid for as follows:

35 hour per week employees:

One full day to be observed on the last working day prior to Christmas, including half day in lieu of Grafton Cup.

One full day to be observed on Jacaranda Thursday including half day in lieu of Ramornie Cup.
76 hour per fortnight employees:

Grafton Cup - afternoon commencing at 12 noon.

One full day to be observed on Jacaranda Thursday including half day in lieu of Ramornie Cup.

- (c) Union Picnic Day shall be observed as provided in Clause 17(ii) of the Local Government (State) Award 2001.

9. Allowances

9.1 Travelling Allowance

- (a) For the purposes of calculating travel allowances, the Grafton City Council area will be regarded as within Pristine Waters Council.
- (b) Employees transporting other employees and/or materials to the job in a Council vehicle will be paid overtime.

- (c) Employees being transported to the job in Council vehicles in accordance with 10.1(a) will be paid travelling allowance in accordance with the Award.

10. Leave

- (a) All sick, annual and long service leave shall be calculated and paid on an hourly basis.
- (b) Council reserves the right to require 76 hour per fortnight employees to take approximately three (3) weeks annual leave over the Christmas/January period as part of an "annual closedown", and approximately one (1) week annual leave at the Easter Break, with minimal maintenance staff only being required to work during these periods. Council will provide the employees with at least four weeks notice in writing of the close down arrangements.

Consideration will be given to individual employee situations but may not be able to be accommodated. In the case of employees who do not have sufficient annual leave to cover the period of the close down they shall be entitled to use long service leave entitlements or take leave without pay with the period of the close down counting as service. Where employees do not have sufficient leave to cover the period of the close down Council shall endeavour to provide meaningful duties that are within the limits of the employee's skill, competence and training.

- (c) For 35 hour per week employees all long service leave or annual leave shall be taken at a mutually agreed time between the employee and their respective manager. Applications for leave must be lodged with, and receive approval from, the relevant Divisional Manager or General Manager, at least two weeks prior to the commencement of the proposed leave period.

- (d) Long Service Leave:

will be taken at a mutually agreed convenient time for all staff;

will be calculated in accordance with the Local Government (State) Award 2001;

Council will not enforce the requirements of Clause 18D(ii) of the Local Government (State) Award 2001 referring to the taking of Long Service Leave.

- (e) Sick Leave:

No sick leave shall be paid on a Rostered Day Off;

An employee falling ill whilst on a flexi day will not be entitled to convert that day to sick leave;

Payment of untaken sick leave will only be in accordance with Clause 35(vi) Savings and Transitional Provisions of the Local Government (State) Award;

Sick leave will be calculated in accordance with the Local Government (State) Award 2001;

- (f) For 76 hour per fortnight employees, no time in lieu will be accrued unless prior authorisation is received from the General Manager or relevant Divisional Manager.

11. Christmas/New Year

- (a) Council offices will be closed on the last working day prior to Christmas Day each year.

Council offices will remain closed between Christmas Day and the first working day after New Year.

Under the flexitime arrangements any time accrued in excess of 14 hours may be preserved to cover the employee's normal working days between Christmas and New Year not otherwise provided for as public

holidays. Should insufficient time be accrued then annual leave or leave without pay will need to be taken.

- (b) 76 hour per fortnight employees will cease work at 12 noon on the final agreed working day preceding the Christmas break.

12. Payment of Employees

The Council’s pay period shall be weekly ending each Friday with payday being the following Wednesday. Payment will be by Direct Credit to the employee’s nominated account(s).

13. Renegotiation of the Agreement

Unless rescinded by agreement or notice in accordance with Clause 44 of the Industrial Relations Act 1996 prior to the cessation of this Agreement, the parties to this Agreement shall meet to negotiate the provisions contained herein six (6) months prior to date of its cessation.

The parties agree that in the event that negotiations for the new Enterprise Agreement are progressing but fail to be concluded by the expiry date of this Agreement, that by exchange of letters by the parties agreement may be reached to extend the life of this Agreement until the conclusion of negotiations for the Enterprise Agreement being negotiated.

If negotiations to produce a new Enterprise Agreement fail, then all conditions shall revert to the Local Government (State) Award 2001 and/or its successor.

14. Dispute Procedure

Any grievance, complaint or dispute shall be handled in accordance with Clause 27 Grievance and Dispute Procedures of the relevant Award and Council's Appeals/Dispute and Grievance Resolution Procedure.

15. Anti-Discrimination

This Enterprise Agreement has been developed in accordance with the requirements of Clause 3 of the Local Government (State) Award 2001, and Acts pertaining to that Clause.

16. Signatures to Agreement

For and on behalf of Pristine Waters Council

.....
 Jacqueline Brown Witness
 General Manager
 Date Date

For and on behalf of the New South Wales Local Government, Clerical, Administrative, Energy, Airline and Utilities Union, Australia

.....
 Brian Harris Witness
 General Secretary
 Date Date

For and on behalf of the Local Government Engineers' Association of NSW

.....
Anna Funnell Witness
Industrial Officer
Date Date

For and on behalf of the Development and Environmental Professionals' Association

.....
Ian Robertson Witness
Secretary
Date Date