

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA10/25

**TITLE: Clarence Valley Council Enterprise Agreement July 2010 -
July 2013**

I.R.C. NO: IRC10/680

DATE APPROVED/COMMENCEMENT: 9 August 2010 / 9 August 2010

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA06/209.

GAZETTAL REFERENCE: Serial C7495

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by the Clarence Valley Council, located at 2 Prince Street, Grafton NSW 2460, except for staff designated as Senior Staff, Executive Managers and employees engaged under the Miscellaneous Workers Home Care Industry (State) Award, who fall under the coverage of the Local Government (State) Award 2007.

PARTIES: Clarence Valley 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



General Staff
Enterprise Agreement
July 2010 – July 2013

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Annexure

Annexure 1 List of employees with protected conditions

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**Clarence Valley Council
Enterprise Agreement
July 2010-July 2013**

1. Coverage

This Agreement applies to all employees of the Clarence Valley Council excluding:

- 1.1 Staff designated as Senior Staff;
- 1.2 Employees engaged under the Miscellaneous Workers Home Care Industry (State) Award and/or the CVC Community Support Staff Enterprise Agreement.

2. The Parties

The Parties to this Agreement are the Clarence Valley Council (herein after referred to as the Council) and the following Unions and Associations:

- 2.1 The New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union;
- 2.2 The Local Government Engineers' Association of New South Wales; and
- 2.3 The Development and Environmental Professionals' Association.

(hereinafter referred to as the Unions).

3. Parties bound

The Agreement will be binding on all employees of the Clarence Valley Council whose conditions of employment would otherwise be regulated by the Local Government (State) Award except those excluded in accordance with clause 1.

4. New employees

The Parties agree that any new employee who is engaged by Council during the term of this Agreement will be covered by this Agreement and shall as from the date of being covered by this Agreement, be entitled to all benefits and be bound by all obligations under this Agreement except where excluded in accordance with Clause 1.

5. Consultative Committee

This Agreement has been developed in consultation with the Clarence Valley Council Consultative Committee and associated Working Parties.

6. Duration

This Agreement shall come into operation from its date of registration and shall remain in force for 36 months, unless varied or terminated earlier under the provisions provided by the *Industrial Relations Act 1996*.



7. No extra claims

No extra claims will be made during the life of the Agreement unless all the Parties otherwise agree in writing.

8. Duress

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

9. Relationship to the Awards and Council Policies

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

- The Local Government (State) Award 2007 or its successor;
- Council Policies Protocols and Procedures.

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.

The Parties acknowledge that this clause does not prevent the Parties from developing further protocols or policies which will affect the employment relationship.

10. Employee Consultation

The parties agree to abide by the Employee Communication and Consultation Protocol as amended from time to time.

11. Protocols

Council Protocols relating to terms and conditions of employment shall have the same effect as this agreement where such protocols provide for conditions not less than provided for in the Local Government (State) Award.

Those Protocols include, but are not limited to:

- Grievance Handling
- Employee Communication and Consultation
- Travelling (Wages Staff)
- Sick Leave/Carer's Leave
- Flexible Working Hours
- Time Off in Lieu of Overtime (TIL)

12. Payment of employees

12.1 Employees shall be paid weekly in arrears. For those staff working such hours so as to be entitled to an RDO, pay averaging shall be applicable.

12.2 Council's regular payday shall be Friday.

12.3 Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement. 

- 12.4 Payment shall be by direct credit to the employee's nominated account.
- 12.5 The Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.

13. Part-time Employment

Part-time employees shall receive all conditions prescribed by this Agreement, the Award and all Council Policies and Protocols on a pro-rata basis of the regular hours worked.

An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

14. Applicability of leave benefits

Any entitlement under this Agreement to be absent from the work place shall only become payable if the need to be absent arises on a day on which the employee would otherwise be required to be on duty.

15. Salary Sacrifice

Council and an employee may agree to enter into a salary sacrifice arrangement which allows an employee to receive part of their pre-tax salary as a benefit rather than salary but only for the purposes of additional superannuation.

16. Salary Packaging

Council shall provide permanent employees with the opportunity to enter into a Salary Packaging agreement with Council's preferred salary packaging service provider. Such agreements are entered into wholly at the discretion of the employee.

Employees seeking to enter into Salary Packaging arrangements shall do so on the basis of their own independent financial advice.

17. Flexible Working hours

The Parties are committed to the provision of arrangements to assist employees to combine work and family responsibilities, as well as providing productivity benefits, including the potential for improved service.

This commitment is embodied in Council's Flexible Working Hours Protocol and Council's Time Off in Lieu of Overtime (TIL) Protocol.

In order that flexible working and TIL arrangements may benefit both employee and employer, employees are required to accurately record their time worked and to give consideration to team, departmental and organisational business and customer needs.



18. Public holidays

- 18.1 For so long as they are proclaimed, the half day public holidays of Maclean Show, Ramornie Cup, Grafton Cup and Jacaranda Thursday shall be observed and paid for as follows:
- 18.1.1 Employees, whose work base **is not** in the Police Patrol Districts of Maclean, Yamba, Iluka or Ballina shall observe the three half days as proclaimed for the Grafton area;
 - 18.1.2 Employees whose work base **is** within the Police Patrol Districts of Maclean, Yamba, Iluka or Ballina shall observe a half day on Maclean Show Day and shall be granted one full day to be taken during the period of annual shut down or at another time as agreed;
 - 18.1.3 Each half day of paid leave shall commence at 12 noon.
 - 18.1.4 Clause 18.1 shall apply only to those employees normally employed to work on the day of the week on which the public holiday falls.
- 18.2 Where a Rostered Day Off falls on an Award or locally proclaimed public holiday the following shall apply:
- 18.2.1 In the case of an Award or locally proclaimed public holiday being a Friday, the preceding Thursday or following Monday shall become the Rostered Day Off, by negotiation with the relevant manager and work team;
 - 18.2.2 In the case of the Award or locally proclaimed public holiday falling on a Tuesday, Wednesday or Thursday, then the following day shall become the Rostered Day Off;
 - 18.2.3 In the case of the Award or locally proclaimed public holiday being a Monday, the preceding Friday or following Tuesday shall become the Rostered Day Off, by negotiation with the relevant manager and work team.
- 18.3 Union Picnic Day shall be observed as provided for in the Local Government (State) Award and there shall be only one Union Picnic Day for the Clarence Valley Council area.
- 18.4 The provision for payment of triple time to those employees required to work on Good Friday or Christmas Day as prescribed in clause 18 A (v) of the 2007 Award shall apply in the same manner to employees engaged as sewerage treatment plant operators.

19. Supporting Parent Leave

An employee, other than a casual, who is a supporting parent, shall be entitled to up to five days paid leave taken from their accrued sick leave balance, to be taken within three weeks of their partner giving birth or at the time of the adoption of a child.



20. Additional Bereavement Leave

- 20.1 In addition to the leave entitlement provided for in clause 19(l) of the 2007 Award eligible employees shall be granted a further two days leave with pay, to be drawn from their accrued sick leave balance, to be taken adjacent to core bereavement leave.
- 20.2 Clause 20.1 applies to permanent employees on days for which they would otherwise be expected to be on duty.

21. On call

- 21.1 Employees required to be on-call shall be paid the on call allowance as per the Local Government (State) Award unless otherwise provided for in Annexure 1.
- 21.2 Those staff who have been on-call for at least 10 weeks of the preceding 52 weeks, as indicated by the sum of on-call payments paid in the 12 month period, will be deemed to be in regular receipt of the allowance for the purposes of the definition of Ordinary Pay under the Award and shall have payments already made for leave taken adjusted in accordance with the agreed procedure.

22. Disability Allowance

- 22.1 The disability allowances as provided for in (b) of clause 13 (i) of the 2007 Award shall be payable to the following employees who are Grade 7 or below:
- Sewerage Treatment workers
 - Street Sweepers
 - Landfill Operators
 - Garbage Collectors
- And, on the basis of hours completing such duties, those employees who for some of their work time clean public toilets or collect/empty garbage.
- 22.2 Employees claiming payment under clause 22.1 shall do so in lieu of any claim for disability allowance under Award clause 13 (i)(a).
- 22.3 In all cases, total payment in any one week for part (a) and (b) of the allowance shall not exceed the total weekly amount payable under part (b).
- 22.4 Employees claiming payment under Award clause 13(ii) of the 2007 Award shall not be entitled to make claim under clause 22.1 of this Agreement.

23. Tea breaks

- 23.1 A morning tea break of ten (10) minutes duration, to be counted as time worked, may be taken by outdoor staff under arrangements acceptable to the relevant work team.



- 23.2 Indoor staff shall have access to Council supplied instant tea and coffee, milk and sugar during the day, with staff to pay for items beyond that. Indoor staff with front counter duties shall be rotated throughout the day so as to allow time away from the front counter to partake of amenities.

24. Annual shutdown - Christmas/New Year

- 24.1 All Council depots will have an annual shutdown period of no less than 2 and no greater than 4 weeks.
- 24.2 Notification of the applicable dates will be released by Council by 30 September each year.
- 24.3 Outdoor staff who wish to remain on duty during the annual shutdown period may submit a request to Council by 30 November, outlining the reasons for remaining on duty, e.g. in cases of insufficient annual leave. Subject to operational requirements, Council shall not unreasonably withhold agreement to such requests.
- 24.4 All Council offices shall close between Christmas Day and New Year's Day inclusive unless service delivery objectives require otherwise. Employees shall take Annual Leave, Long Service Leave or other accrued leave during the period of annual shutdown in accordance with the Time Off in Lieu of Overtime (TIL) Protocol unless they are entitled to concessional leave as detailed in Annexure 1.
- 24.5 Wages staff rostered on duty on the last working day prior to the annual shutdown of the depots shall be granted special paid leave from noon until the completion of ordinary hours for the day.
- 24.6 Nothing in this Clause will preclude a staff member from making a valid application for leave to be taken at a time other than during the annual shutdown and Council shall not unreasonably withhold its agreement to such requests.

25. Leave for attendance at United Services Union Branch meetings

Up to four occasions each year three union members (as elected by the USU members) will be granted one day paid leave to attend a Union branch meeting; provided that at least one of the three members is female. In the event no female Union member is to attend, only two persons shall be granted leave to attend.

26. Mobile phones

Employees issued with Council mobile phones for business use will be allowed to make private calls up to the value of \$10 each calendar month (non-cumulative). The cost of private calls in excess of \$10 each month shall be re-paid to the Council by the employee in the month following the payment of the telephone account.

27. Renegotiation of the Agreement

The Parties agree that the expiry date of this Agreement may be extended by exchange of letters by the Parties to extend the life of this Agreement until the conclusion of negotiations for a new Agreement. Any extension is to be limited to a maximum of 24 months.

If negotiations to produce a new Agreement fail, then all conditions shall revert to the Local Government (State) Award 2007 or its successor.

Negotiation of any subsequent Agreement is to commence at least 6 months prior to the cessation date of this Agreement.

28. Dispute procedure

Any grievance, complaint or dispute shall be handled in accordance with Council's Grievance Handling Protocol, provided the Industrial Registrar may be advised of the existence of a dispute at any stage of the grievance handling process.

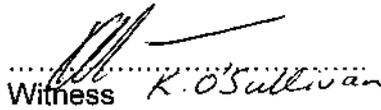
29. Signatories to Agreement

For and on behalf of Clarence Valley Council



Stuart McPherson, General Manager

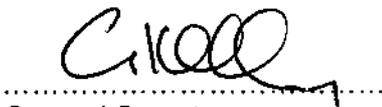
Date 7 July 2010



Witness

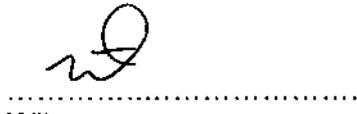
Date 7/7/10

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



General Secretary

Date 28th July 2010



Witness

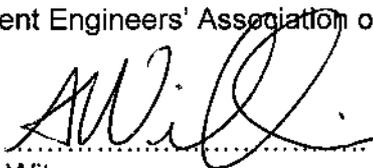
Date 28/7/10

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



Senior Industrial Officer

Date 20/7/2010



Witness

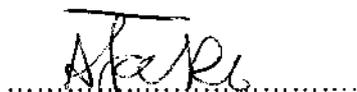
Date 20/7/2010

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



Secretary

Date 20/7/2010



Witness

Date 20/7/10

Annexure 1

Clarence Valley Council Enterprise Agreement – Pre-existing employment conditions subject to protection provisions

	Condition	Employee Number	DETAILS
1	Christmas concessional leave	2002 2009 2012 2015 2017 2018 2022 2027 2029 2045 2048 2049 2051 2055 2065 2067 2068 2070 2074 2076 2079 2080 2086 2087 2089 2094 2095 2096 2097 2100 2111 2113 2116 2119 2123 2124 2125 2126 2130 2133 2147 2150 2152 2155 2158 2162 2504 2507 2509 4004	<p>Listed staff in receipt of Xmas concessional leave retain such leave for so long as the employee continues to hold the position they held at the time of the execution of the EA.</p> <p>Listed staff will be required to maintain, and submit for verification, records of unpaid overtime or Time in Lieu in accordance with the agreed procedure.</p>



		4010 4021 4027 4032	
2	On call - over Award payment (former – NCW on call staff)	5000 5001 5003 5012 5021 5022 5024	<p>Staff listed, utilised for on-call work will be paid an additional 8 hours ordinary pay for being on call a full day public holiday. Listed staff required to be on-call on a half day public holiday will receive an additional 4 hours ordinary pay, so long as the are entitled to such a half day public holiday in accordance with clause 21.1 of the EA.</p> <p>This provision will apply for so long as the employee continues to hold the position they held at the time of the execution of the EA.</p>