

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/34

TITLE: Snowy River Shire Council Snowy Water and Wastewater Agreement

I.R.C. NO: 2001/6594

DATE APPROVED/COMMENCEMENT: 23 October 2001

TERM: 23 October 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 28 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged in the Council's water and wastewater operations

PARTIES: Snowy River Shire Council -&- the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division



5 OCT 2001
OFFICE OF THE INDUSTRIAL REGISTRAR

Snowy River Shire Council Snowy Water and Wastewater Agreement

1. Title and Intention of the Parties

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 Snowy River Shire Council Snowy Water and Wastewater Agreement and shall provide the basis for rewarding the Snowy Water Staff for working in a flexible manner over a spread of hours to ensure that water supply and sewerage schemes are effectively managed within the Shire.

2. The Parties

The Parties to this Agreement are Snowy River Shire Council and the Federated Municipal and Shire Council Employees' Union of Australia, (New South Wales Division).

3. Duress

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

4. Commencement, Duration and Renegotiation

4.1 The Agreement shall come into operation from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force for a period of three (3) years.

4.2 The parties to this Agreement shall meet to renegotiate the provisions contained herein six (6) months prior to the date of its cessation. Should there be no agreement between the parties, either party can determine to rescind the Agreement and revert to the provisions of the Award.

5. Definitions

Award: Shall mean the Local Government (State) Award 2000, and any Award that succeeds this Award.

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Council: Shall mean the Snowy River Shire Council.

Employee: Shall mean, for the purpose of determining eligibility to the benefits of this Agreement, an employee who is employed in Council's water and wastewater operations.

Union: Shall mean the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

6. Relationship with the Award

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award.
- 6.2 This Agreement shall not affect the payment of future Award based increases and there shall be no absorption of such increases for the purposes of this Agreement. Allowances and other money amounts detailed in this Agreement shall be adjusted consistent with movements in the Award.
- 6.3 In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.
- 6.4 Where this Agreement is silent the Award shall prevail.

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(f) 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 and age.
- 7.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by the Award 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 that, by its terms or operation, has a direct or indirect discriminatory effect.

7.3 Under the *Anti-Discrimination Act 1977*, 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:

(a) any conduct or act which is specifically exempted from anti-discrimination legislation;

(b) offering or providing junior rates of pay to persons less than 21 years of age;

(c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

(d) a party to this award 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 upon the parties by the legislation referred to in this clause.

NOTES

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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



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"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 of that religion."

8. Work Addressed by the Agreement

- 8.1 The area of operation of this Agreement is all work undertaken in water and wastewater within the boundaries of the Shire of Snowy River excluding NPWS, Perisher and Thredbo.
- 8.2 This Agreement will introduce the concept of Water Technician and will eliminate the past practice of operators working only in one district or region.
- 8.3 Work undertaken by employees employed pursuant to this Agreement will include all water and wastewater operations, maintenance and capital works as directed by the Manager – Water and Wastewater.
- 8.4 The work involved in maintaining Council's buildings and Council's stormwater system are excluded from this Agreement. Where the hire of the water snorter (i.e. private works) is requested by program managers outside water and wastewater program such work shall be included in this Agreement.
- 8.5 Internal and external private work consistent with current practices will also be considered as work addressed by this Agreement.
- 8.6 The intended duties associated with each of the roles addressed by the Agreement are detailed in Schedule 1 of this Agreement.

9. Rate of Pay

- 9.1 The base hourly rate of pay for all water and wastewater Technicians shall be \$18.00 per hour.



9.2 The actual rates of pay for employees employed pursuant to this Agreement will be based on the annualised salary detailed in the table below. This amount includes current skill increments, all Award allowances, and rostered overtime.

Position	Band & Level	Work Value Points	Salary (Per Annum)
Jindabyne Technician	Band 2 Level 1	199	\$50,000
Berridale Technician	Band 2 Level 1	199	\$50,000
Adaminaby Technician	Band 2 Level 1	199	\$50,000

9.3 Any employee covered under this Agreement shall be eligible for an annual skills assessment during the life of the Agreement.

10. Hours of Work

10.1 The ordinary hours of work for all water and wastewater staff shall be based on a thirty-eight (38) hour week.

10.2 The hours of work shall be consistent with the rosters that are Schedule 2 of this Agreement.

11. Overtime

11.1 All unscheduled and unallocated time worked outside rostered overtime, except in extraordinary circumstances as detailed in sub-clause 11.2, shall be taken consistent with the provisions of the Award. Time-off-in-lieu shall be taken at a time that is mutually convenient to the Overseer - Water and Wastewater and the employee subject to organisational requirements.

11.2 Overtime payment shall be made where extraordinary overtime is required to address circumstances such as rising main breaks and major plant breakdowns. Payment shall be based on the base hourly rate of \$18.00 and shall be calculated according to the Award.

11.3 At the completion of each twelve months of the Agreement a review of overtime worked and accumulated time-off-in-lieu shall be undertaken. Where the total overtime actually worked is less than that included in the calculation of the annualised salary detailed in clause 9. Rates of Pay (“unders”) there shall be no loss of pay. Where the total overtime worked is in excess of that included in the calculation (“overs”) the additional time will be taken or paid consistent with the provisions of the Award and shall be divided equally among all the Technicians at Berridale and Jindabyne and where it has been accumulated at Adaminaby it shall be taken or paid to the Technician at that location.

12. Annual Leave

12.1 Annual leave accumulated at the time of the making of this Agreement shall be paid at the base rate as specified in sub-clause 9.1 of this Agreement.

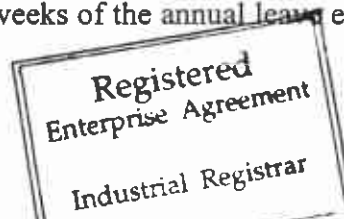
12.2 Annual leave will be offered and taken in accordance with the Award requirements and will be approved by the Overseer – Water and Wastewater to ensure operational circumstances are appropriately considered.

12.3 Annual leave will be taken to ensure that at least two (2) Technicians will be available at Jindabyne and Berridale and one (1) will be available at Adaminaby at all times.

12.4 The Overseer – Water and Wastewater will be available only in cases of emergency callouts to perform operational activities. All Technicians will coordinate their activities to ensure minimum staff levels are maintained at all times.

12.5 An employee is entitled to take leave with the following limitations:

- No more than one week in each four weeks of the annual leave entitlement, whilst engaged as the duty officer.
- No more than one week in each four weeks of the annual leave entitlement, whilst engaged as the on-call officer.



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12.6 An employee may make arrangements with other employees to swap the roster to meet these arrangements. The approval of the Overseer – Water and Wastewater shall be given prior to the “swap” taking affect.

13. Motor Vehicles

The following vehicles deemed and agreed suitable to the water and wastewater operations will be made available:

- Maintenance Truck
- Utility (x3)
- 4WD Vehicle

14. Agreement Review

The operation of this Agreement shall be reviewed in detail after three (3) months to ensure consistency with the objectives discussed in establishing the initiatives and each twelve (12) months thereafter.



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Schedule 1

The actual duties of each individual/ group are described below.

Jindabyne Water Technician's Duties

- Jindabyne Sewerage Treatment Plant M,T,W,T,F,S,S
- Jindabyne and Barry Way Water Supplies M,T,W,T,F,S,S
- Leesville, Lakewood, High Country Water M,T,W,T,F,S,S
- Jindabyne SPS 1,2,2a,3,4,5,6 M,T,W,T,F,S,S
- East Jindabyne Intake Water Pump Station M,T,W,T
- East Jindabyne SPS 1,2,3,4,5 M,T,W,T
- Tyrolean Village and Rainbow Beach SPS M,T,W,T
- East Jindabyne Booster Water Pump Station M,T,W,T
- Kalkite Water Pump Station Monday, Wednesday
- Kalkite SPS 1,2,3 Monday, Wednesday
- Kalkite Sewerage Treatment Plant Monday, Wednesday
- Other water and sewerage duties as directed by the overseer.

The sites listed are indicative only (it is not intended to be prescriptive and therefore will not limit the multi-skilling functionality of the position).

The Jindabyne water technician's duties include all daily monitoring and operating procedures pertaining to each site visited and this role is expected to take approximately 7-8 hours during weekdays on Monday through to Thursday. Duties on Friday through to Sunday are shared with the Berridale water technician and are expected to take approximately 4 hours per technician each day.

It is the responsibility of the water technician to ensure the work site is operating correctly and up to standard. Any necessary minor maintenance items must be addressed by the technician. Larger maintenance items will be directed to the overseer, so that the overseer can insert these items into the program maintenance schedule.

All weekly, monthly and periodic maintenance will be scheduled into the maintenance crew's program of works.

The Jindabyne water technician's duties include attending to customer calls for items such as sewer chokes, water service breaks, etc., when available following consultation with the Overseer. In these instances the technician will assess the problem and advise the Overseer.

This particular task will be shared amongst the overseer, the Jindabyne, Berridale and Adaminaby water technicians depending on location of the complaint and current workload of each individual.

Position description for shire operator will be put in place for the water technician.

Berridale Water Technician's Duties

- Berridale Sewerage Treatment Works M,T,W,T,F,S,S
- Dalgety Water Pump Stations Mon, Wed, Fri, Sun
- Airport Water and Sewerage Tue, Thurs, Sat
- Short St Reservoir Tue, Thurs, Sat
- East Jindabyne Water Fri, Sat, Sun
- East Jindabyne SPS 1,2,3,4,5 Fri, Sat, Sun
- Tyrolean Village and Rainbow Beach SPS Fri, Sat, Sun
- Other water and sewerage duties as directed by the overseer.

The Berridale water technician's duties are expected to take approximately 2-2½ hours during weekdays on Monday through to Thursday.

The Overseer will have the authority to take on the responsibility of the weekly (Mon-Thur) duties, following consultation with the technician, should the rostered Berridale water technician or a maintenance team member not be available due to sickness, annual leave, etc. This will ensure the maintenance team is operational as much as practically possible.

The Berridale and Jindabyne water technicians maybe directed by the overseer to change/ swap roles should an individual be off due to sickness, etc.

Duties on Friday through to Sunday are shared with the Jindabyne water technician and are expected to take approximately 4 hours each day.

Adaminaby Water Technician's Duties

- Adaminaby Sewerage Treatment Plant M,T,W,T,F,S,S
- Adaminaby Water Supply M,T,W,T,F,S,S
- Other water and sewerage duties as directed by the overseer.

The Adaminaby water technician's duties are expected to take approximately 3 - 4 hours during weekdays on Monday through to Friday.

Duties on Saturday and Sunday are also expected to take approximately 3 hours each day.

The Adaminaby water technician will also be given the opportunity to work in the new structure and be trained up in all areas including the maintenance crew.



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Maintenance Crew Duties

Duties may include:

- Sewer Choke removals
- Burst Mains repairs and maintenance
- Leaking water meters and services
- Household/ commercial Water Service Installations
- Sewer Main Connections
- Sewer mains construction
- Water mains construction
- Valve Maintenance and Servicing/ Repairs
- Hydrant Operation/ Maintenance/ Repairs
- Sewer mains maintenance
- Sewer Manhole Maintenance/ Cleaning
- Water Mains Flushing (eg: dead ends, chlorine residual checks.)
- Sewer Pump Station Maintenance on a daily, weekly and periodic basis
- Sewer treatment works maintenance on a daily, weekly and periodic basis
- Rising Main Checks
- Assisting water technicians if required.
- Other water & sewerage related works as directed by the overseer.

This list is not meant to be prescriptive or exhaustive when detailing the duties required of the maintenance team and in essence lists a number of work sites or categories that pertain to the water and sewerage program.



Schedule 2

PROPOSED WORKS ROSTER

	M	T	W	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
H	m	m	m	m	b	b	r		b	m	m	m	m	m			b	m	b	b	b		
D	b	b	b	b	m	m	b	b		j	j	j	j	j	j	j	m	m	m	m	r		
F	m	m	m	m	m	j	r		j	m	m	m	m	r			j	m	j	j	j		
M	j	j	j	j	m	m	j	j	m	m	m	m	m	b	b	b	m	m	m	m	r		

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Holger, Fred, David, Mark
(Week days)
(Maintenance crew)
(Jindabyne technical)
(Berridale technical week end roster)
(Berridale technical & maintenance crew weekdays)
Rostered day off

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WINTER ROSTER (April – September)

1st WEEK					2nd WEEK				
duty officer					maintenance crew				
M	T	W	T	F	M	T	W	T	F
7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	RDO
4.30PM	4.30PM	4.30PM	4.30PM	4.00PM	4.30PM	4.30PM	4.30PM	4.30PM	
Plus 4hrs each Sat & Sun.					weekend free				

3rd WEEK					4th WEEK				
on-call officer					maintenance crew				
M	T	W	T	F	M	T	W	T	F
7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	RDO
4.30PM	4.30PM	4.30PM	4.30PM	4.00PM	4.30PM	4.30PM	4.30PM	4.30PM	
Plus 4hrs each Sat & Sun.					weekend free				

SUMMER ROSTER (October – March)

1st WEEK					2nd WEEK				
duty officer (Jindabyne)					maintenance crew				
M	T	W	T	F	M	T	W	T	F
7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	RDO
5.00PM	5.00PM	5.00PM	5.00PM	11.30AM*	5.00PM	5.00PM	5.00PM	5.00PM	
Plus 4hrs each Sat & Sun.					weekend free				

3rd WEEK					4th WEEK				
on-call officer (Berridale)					maintenance crew				
M	T	W	T	F	M	T	W	T	F
7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	7.30AM	RDO
5.00PM	5.00PM	5.00PM	5.00PM	11.30AM	5.00PM	5.00PM	5.00PM	5.00PM	
Plus 4hrs each Sat & Sun.					weekend free				

➤ *The Summer Roster will be trialled and reviewed during the first summer of the Agreement. Should operational circumstances require changes to these hours they will be facilitated internally by the parties to the Agreement.*



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Schedule 3

PROPOSED OPERATIONS

The proposed structure will be more flexible, more of the staff will be available for emergency or urgent situations as they will have a more flexible workload.

This will be achieved by utilising:

- One (1) water technician to cover the bulk of the monitoring at Jindabyne and East Jindabyne for a full 8.5 hours.
- This above role would be supported by one (1) water technician covering Berridale and Dalgety for 2 hours each day.
- Finally a full time maintenance crew would operate throughout the Shire.

NB. The second part-time technician would complete his day by either working in with the maintenance crew and/ or assisting the Jindabyne water technician or carrying out other routine maintenance as directed by the overseer.

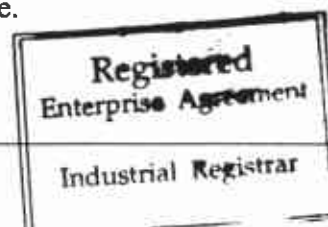
By utilising the new proposed structure you free up 60% of the crew because you have virtually only one team member carry out the monitoring instead of three. More time and resources can be spent on programmed maintenance works.

This allows the Overseer more flexibility in utilising the remaining staff (i.e. maintenance crew and Berridale water technician) in any area that may require attention. In addition it allows him to program works ahead of time without having to necessarily check where the operators are up to with their current work. The Overseer will be assisted in that he will have use of a daily works program in which to allocate the work and he will have a better indication of where the crews are. This proposal will free up staff to carry out the routine maintenance that at present seems to be pushed on to the backburner.

It is intention of the new structure to enhance the multi-skilling aspect of the technician's role as they will be rotated through their new roles on a weekly basis thus giving them a turn in each area once a month.

Specific Operational Changes

- Overseer to roster daily and weekly work to maintenance crew at Berridale depot.
- Maintenance team will operate Monday to Thursday under the direct supervision of the overseer.
- Maintenance crew to commence work at Berridale depot at 7.30am and finish at Berridale depot at 4.30/ 5.00pm. Lunch will be carried and taken at nearest depot/ home if convenient. Lunch is generally at 12 noon for 30 minutes.
- All equipment belonging to the water and sewerage programs will be pooled at Berridale STW or Jindabyne STW.
- All water and sewerage personnel will report to depot on Mondays for changeover, timesheets and any re/ allocation of duty roster for the week.
- All timesheets to be handed in to overseer by 7.30am each Monday before payday. Timesheets must be completed at work in work time.



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- All rosters will finish and change on Monday at 7:30 am. This includes public holiday periods.
 - Short "Thursday" workdays will be deleted due to the fact that electronic banking is available.
 - Jindabyne water technician to start at Berridale at 7.30am and finish at Berridale depot at 4.30pm. Lunch will be at Jindabyne STW, i.e. 30 minutes
 - Berridale water technician to start at Berridale at 7.30am and then report to oversee following completion of rounds.
 - On-call water technicians will work 4.0 hours/ day on rostered weekends and public holidays at both Jindabyne and Berridale sites.

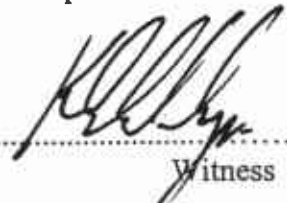


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SIGNED on behalf of
SNOWY RIVER SHIRE
COUNCIL
in the presence of


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.....
General Manager


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Witness

SIGNED on behalf of
FEDERATED MUNICIPAL & SHIRE
COUNCIL EMPLOYEES' UNION
in the presence of

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Acting General Secretary


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Witness

