

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/351

**TITLE:** Pristine Waters Council Enterprise Agreement October 2001

**I.R.C. NO:** IRC2/6082

**DATE APPROVED/COMMENCEMENT:** 8 November 2002

**TERM:** 7 months (30 June 2003)

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 20 December 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of Pristine Waters Council (other than those on contract) who fall within the coverage of the Local Government (State) Award 2001, and the Local Government Engineers Senior Staff (New South Wales) Award 1999

**PARTIES:** Pristine Waters Council -&- the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Environmental Health and Building Surveyors' Association of New South Wales, The Local Government Engineers' Association of New South Wales



FILED

29 OCT 2002

OFFICE OF THE INDUSTRIAL  
REGISTRAR



# Enterprise Agreement

October 2001

Registered  
Enterprise Agreement  
Industrial Registrar



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# Pristine Waters Council Enterprise Agreement October 2001

Registered  
Enterprise Agreement  
Industrial Registrar

## 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 Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division;
- The Local Government Engineers' Association of New South Wales; and
- The Environmental Health and Building Surveyors' Association of New South Wales.

(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 2003.

## 5. Duress

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

## 6. Glossary of terms

*Proclamation* – The proclamation of Pristine Waters Council, containing staff conditions deemed at that time and remaining in place until 30 June 2003.

## 7. 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.

## 8. 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.

### 8.1 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.



### 35 hour per week employees

#### Flexitime conditions

- Flexitime system to be trialed for an initial six month period from the date of implementation of this Agreement, and will be reviewed at the conclusion of that period. If, after an agreed review process with the Consultative Committee, it is found that flexi time is not working, working hours will revert to a 19 day month.
- Voluntary spread of hours 7.00 am to 6.00 pm – Monday to Friday
- Core hours 8.45 am to 12 noon – Monday to Friday  
2.00 pm 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 up to a maximum of 2 hours
- Morning tea break 10 minutes
- Flexible leave must be approved in advance by supervisor
- Maximum debit 7 hours or a credit of 14 hours at any time without approval
- Maximum of 14 hours may be taken during any calendar month
- 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
- Involuntary additional hours outside core hours will be by agreement with Divisional Manager (ie payment at normal time vs TOIL and management of the time to be worked).
- Each employee will record their daily working hours on an approved (by the employer) attendance record and submit this to their direct supervisor for endorsement at the end of each week

### 76 hour per fortnight employees

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



## 10. Allowances

### 10.1 Travelling Allowance

- (a) Employees transporting other employees and/or materials to the job in a Council vehicle will be paid overtime.
- (b) 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.
- (c) Employees receiving the \$25.00 travel allowance will continue to do so for the term of the proclamation.

### 10.2 Disability Allowance

- (a) Allowance will be paid as an allowance and will not be included in the Hourly Rate.

## 11. 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 employees skill, competence and training.

- (c) For 35 hour per week employees all leave shall be taken at a mutually agreed time between the employee and their respective manager.
- (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;
  - 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;
  - The current Ulmarra Sick Leave Policy will be in place until such time as the proclamation ceases and will apply to all staff employed by Ulmarra or Nymboida Council up to 30 June 2000.
- (f) For 76 hour employees, no time in lieu will be accrued unless prior authorisation is received from the General Manager or relevant Divisional Manager.

## 12. Christmas/New Year

- (a) Council offices will close at 12 noon 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.

All permanent office staff shall be paid for the three (3) days not covered by Public Holidays during the period between Christmas and New year, provided that those employees would normally work those days. This payment acknowledges that at times staff work in excess of hours actually recorded, and recognises staff commitment and willingness to be flexible in their working arrangements.

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

## 13. 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). For those employees currently being paid by cheque, this Direct Credit method will commence within three (3) months of the commencement of this Agreement.

**14. 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.

**15. 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.

**16. 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.

**17. Signatures to Agreement**

**For and on behalf of Pristine Waters Council**



Jacqueline Brown  
General Manager

Date 14-08-02



Witness

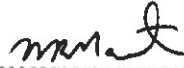
Date 14/8/02

**For and on behalf of the Federated Municipal and Shire Council Employees Union of  
Australia, NSW Division**



Brian Harris  
General Secretary

Date 14/8/02



Witness

Date 14/8/02

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



Anna Funnell  
Industrial Officer

Date 23.9.02



Witness

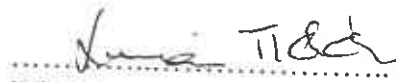
Date 23.9.02

**For and on behalf of the Environmental Health and Building Surveyors' Association  
of NSW**



Ian Robertson  
Secretary

Date 18.9.02



Witness

Date 18.09.02

