

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/330

TITLE: Mid Coast Council Backflow and Other Agreed Projects Enterprise Agreement

I.R.C. NO: 2001/6939

DATE APPROVED/COMMENCEMENT: 2 November 2001/24 October 2001

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA96/151**

GAZETTAL REFERENCE: 30 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 5

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all employees involved in the installation of back-flow preventers**

PARTIES: Mid Coast County -&- Council Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division.

MID COAST COUNTY COUNCIL

BACKFLOW PREVENTORS

And

OTHER AGREED PROJECTS

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT

1. Parties to the Agreement

An Enterprise Agreement, made in pursuance of the NSW Industrial Relations Act 1996 in accordance with the provisions of Sections of the said Act, entered into between Mid Coast County Council, on the one part and the Federated Municipal & Shire Council Employees Union of Australia, NSW Division.

It is agreed by the parties as follows:

2. Title of Agreement

This Agreement shall be known as:

Mid Coast Council Backflow and other agreed Projects Enterprise Agreement.

3. Intention

This Agreement shall apply to all employees employed by Mid Coast County Council and sets out matters agreed between the parties in relation to:

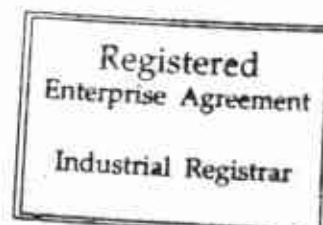
- (i) a project involving the installation of back-flow preventers performed in excess of usual daily hours or outside of the usual hours of work.
- (ii) By agreement, projects that may be funded from time to time that are not part of normal budgeted maintenance or construction work which make up the day to day normal duties of employees. Such projects in the past were additional and conducted by contractors due to the limited staffing resources available.

4. Duress

This Agreement was not entered into under duress by any party to it.

5. Incidence

This Agreement is to be read and interpreted in conjunction with the terms and conditions set out in the Mid Coast County Council Enterprise Award or other such Agreements or Awards which replace same and which have general application to employees of Mid Coast County Council.



6. Terms of Enterprise Agreement

This Agreement relates to the rate of pay and the hours of work applicable to field staff whilst engaged on work associated with the Backflow Preventers Project and projects agreed in accordance with terms in Clause 3, and specifically provides as follows:

6.1 Working Hours

- (a) The terms of this Agreement shall apply to employees party to this Agreement when engaged on work associated with the backflow project working outside of the usual spread of working hours, that is 6.00am to 6.00pm Monday to Friday inclusive, and for work performed within those hours which is in excess of the usual working hours.
- (b) For the purpose of the Agreement backflow projects and any other agreed project work shall commence from the time the employee arrives at the site to the time the employee ceases work and departs from the site.

6.2 Agreement to Work

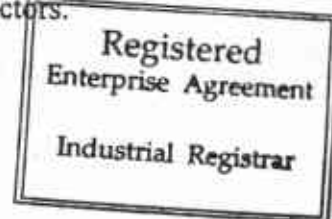
- (a) The performance of project work under this Agreement and the times and duration of project work shall be as mutually agreed between the parties to this Agreement.
- (b) Project work under this Agreement shall be carried out on a voluntary basis only without detriment to their employment for those employees who do not volunteer.
- (c) In the event that satisfactory progress is not achieved or additional resources are required at any time the management following consultation with staff may engage contractors.

6.3 Hourly Rate

- (a) Minimum Hourly Rate

Employees covered by this Agreement whilst engaged in work of Backflow Preventers Project shall be paid at the rate of \$22.00 per hour. This rate is inclusive of the skills component for the work and contains a penalty loading for work in excess of the usual daily working hours, or outside of the usual hours of work.

- (b) Employees covered by the agreement whilst engaged in work or agreed projects other than backflow prevention shall be paid \$22.00 per hour if the work is in accordance with the skill levels required within backflow prevention work.



- (c) The hourly rate in this section shall increase by the percentage increase achieved in the Mid Coast Water Enterprise Award, which will be operative from the first pay period on or after 24 October 2002.

6.4 Duties and Responsibilities

It is agreed by the parties as follows:

The backflow device installation work necessary and other agreed project work will be accomplished through teamwork involving **joint consultation and joint decision making**.

Each staff member working at any given time under the Agreement, will be equally responsible and accountable for the conduct of the overall works and the effective and efficient use of the resources provided.

It is further agreed that the more experienced staff on duty will act in an advisory role as needed throughout the course of the work, providing encouragement and support to those less experienced.

7. Disputes Settlement

In the event of any dispute arising out of the operation of this Agreement, the parties agree to adopt the procedures as set out in Clause 24 – Disputes Settlement of the Mid Coast County Council Enterprise Award or other dispute settlement procedures replacing same which has general application to the employees of Mid Coast County Council.

8. Term

This Agreement shall operate from the date of registration and shall remain in force for two (2) years unless varied or terminated earlier by the provision provided by the Act. The parties agree that in the event of mutual agreement to terminate the Agreement, the terms of this Agreement shall cease to apply from the date upon which mutual agreement is reached.



Declaration of Agreement

Signed for and on behalf of **Mid Coast County Council**

Signature

[Handwritten Signature]
.....
Chief Executive, Mid Coast County Council

Printed Name

EDWARD NEIL HANINGTON
.....

Witness

[Handwritten Signature]
.....

Date

19th October 2001
.....

Signed for and on behalf of:

**Federate Municipal and Shire Council Employees Union of Australia, New South Wales
Division, Newcastle Branch.**

Signature

[Handwritten Signature]
.....
Branch Manager

Printed Name

PAUL MARZANO
.....

Witness

[Handwritten Signature]
.....

Date

19. Oct 2001
.....

