

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/209

TITLE: **Clarence Valley Council Enterprise Agreement 2006-2009**

I.R.C. NO: IRC6/919

DATE APPROVED/COMMENCEMENT: 20 March 2006 / 20 March 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/165.

GAZETTAL REFERENCE: 16 June 2006

DATE TERMINATED:

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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 2004

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



Clarence Valley Council Enterprise Agreement March 2006 – February 2009

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Annexure 3	List of employees with protected conditions
Annexure 4	Travelling (wages staff) Protocol
Annexure 5	Grievance Handling Protocol

1. Coverage

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

- 1.1 Staff designated as Senior Staff
- 1.2 Executive Managers
- 1.3 Employees engaged under the Miscellaneous Workers Home Care Industry (State) Award

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.

(herein after 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 are regulated by the Local Government (State) Award.

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. The new employee 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.

8. Anti-discrimination

Award Clause 3 - Anti-Discrimination, will apply to this Agreement.

9. Duress

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

10. Relationship to the Awards and Council Policies

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

- The Local Government (State) Award or its successor;
- The Local Government Engineers Senior Staff (NSW) Award or its successor;
- Council Policies and Protocols forming Annexures to this Agreement;
- Branch Library Employees Variable Working Hours Arrangement (Grafton).

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

11. Payment of employees

11.1 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.

11.2 Council's regular payday shall be Friday.

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

11.4 Payment shall be by direct credit to the employee's nominated account.

11.5 The Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.

12. Hours of work

The hours of work shall be no greater than as prescribed in the Award but shall be arranged in accordance with Clause 13 of this Agreement.

Clause 16 – Hours of Work of the Local Government (State) Award 2004 reads:

"A. ORDINARY HOURS

(i) Except as otherwise provided, the ordinary hours of work shall be 38 hours per week arranged on one of the following bases:

- 38 hours within one week provided that at least two days off shall be granted; or*
- 76 hours within two weeks provided that at least four days off shall be granted; or*
- 114 hours within three weeks provided that at least six days off shall be granted; or*
- 152 hours within four weeks provided that at least eight days off shall be granted.*

(ii) The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:

- Administration*
- Building Surveying*
- Community Services (Professional/Specialist Band 3)*
- Engineering (Professional and Trainees)*
- Executive Band*
- Finance*
- Health Surveying*
- Library*
- Public Relations*
- Technical Services*
- Town Planning*

The ordinary hours for employees working 35 hours per week shall be arranged on one of the following bases:

- 35 hours within one week provided that at least two days off shall be granted; or*
- 70 hours within two weeks provided that at least four days off shall be granted; or*
- 105 hours within three weeks provided that at least six days off shall be granted; or 140 hours within four weeks provided that at least eight days off shall be*

granted.

- (iii) *Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.*
- (iv) *The ordinary hours for employees engaged in the following functions shall be between Monday and Friday:*
 - (a) *Building Surveyors;
Crematoriums and Cemeteries;
Engineering (Professional and Trainees);
Finance;
Health Surveyors;
Road Construction and Maintenance;
Sale Yards;
Stores and Depots;
Town Planning;
Trade functions*
 - (b) *The ordinary hours for employees engaged in general administration shall be between Monday and Friday except where such administrative duties are associated with work in functions where a different spread of hours is applicable.*
- (v) *An employee's commencement and/or finishing times may be altered by agreement. Such an agreement must be in writing and must be genuine with no compulsion to agree.*
- (vi) *An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours of continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.*
- (vii) *Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.*

B. SATURDAY AND SUNDAY WORK

- (i) *Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.*
- (ii) *The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the ordinary hourly rate of pay for work on a Saturday and a 100% penalty in addition to the ordinary hourly rate of pay for work on a Sunday:*
 - *Beach inspectors;*
 - *Cleaning;*
 - *Garbage;*
 - *Mechanical Trades (Workshops);*
 - *Parks and Reserves;*
 - *Rangers and parking officers;*
 - *Sanitary;*
 - *Sewerage;*
 - *Sullage;*
 - *Waste; and*
 - *Water*
- (iii) *An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.*

- (a) *An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;*
- (b) *Council will not unreasonably withhold agreement to such a request;*
- (c) *Any such agreement shall not apply to new or vacant provisions;*
- (d) *Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this sub-clause, Council shall not be required to pay the penalty rate provided by sub-clauses (i) and/or (ii).*

C. SHIFT WORK

- (i) *Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this sub-clause.*
- (ii) *Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:*

Aerodromes	5:00am to 10:00pm
Caretakers	5:00am to 10:00pm
Childcare	6:00am to 7:00pm
Cleaners	5:00am to 9:00pm
Entertainment, Theatres and Hospitality	6:00am to 11:00pm
Libraries	8:00am to 9:00pm
Leisure Centres	5:00am to 11:00pm
Parking Station Attendants	6:00am to 10:00pm
Pools	5:00am to 11:00pm
Rangers and parking officers	5:00am to 10:00pm
Security/watchpersons	5:00am to 10:00pm

- (iii) *Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.*
- (iv) *With the exception of staff engaged in the function of street sweeping, employees in receipt of the higher disability allowance provided under clause 13(i)(b) of this Award shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by sub-clause (i).*
- (v) *An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in clause 16C(ii), in lieu of the ordinary hours the employee would otherwise be rostered to work.*
 - (a) *An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;*
 - (b) *Council will not unreasonably withhold agreement to such a request;*
 - (c) *Any such agreement shall not apply to new or vacant positions;*
 - (d) *Where an employee requests to work ordinary hours outside the relevant span of hours Council shall not be required to pay a shift penalty for the actual time worked.*

D. *FACILITATIVE PROVISIONS*

- (i) *An employee's commencement and/or finishing times may be altered by agreement. Such an agreement must be in writing and must be genuine with no compulsion to agree.*
- (ii) *A Council and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause."*

13. 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 as attached at Annexure 1 and Council's Time Off in Lieu of Overtime (TIL) Protocol as attached at Annexure 2.

In order that flexible working and TIL 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.

14. Public holidays

14.1 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:

- 14.1.1 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;
- 14.1.2 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;
- 14.1.3 Each half day of paid leave shall commence at 12 noon.
- 14.1.4 Clause 14.1 shall apply only to those employees normally employed to work on the day of the week on which the public holiday falls.

14.2 Where a Rostered Day Off falls on an Award or locally proclaimed public holiday the following shall apply:

- 14.2.1 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;
- 14.2.2 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;
- 14.2.3 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.

14.3 Union Picnic Day shall be observed as provided for in the Local Government (State) Award; however there shall be only one union picnic day for the Clarence Valley Council area.

15. On call

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 3.

16. Tea breaks

16.1 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.

16.2 In lieu of paid morning tea break, 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.

17. Staff travel arrangements

Salaried staff required to start and or finish at a location away from their normal starting point shall be entitled to an Allowance in accordance with the Award.

Wages Staff required to start and or finish at a location away from their normal starting point as detailed in the Travelling (wages staff) Protocol (attached) shall be entitled to an Allowance in accordance with the Award.

Council and its employee(s), at any location, may enter into Local Workplace Agreement to vary the normal starting point. Any such Agreements are to be referred to the Consultative Committee for its comment.

18. Annual shutdown - Christmas/New Year

18.1 All Council depots will have an annual shutdown period of no less than 3 and no greater than 4 weeks.

18.2 Notification of the applicable dates will be released by Council by 31 August each year.

Outdoor staff who wish to remain on duty during the annual shutdown period may submit a request to Council by 30 September, 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.

Nothing within this Clause will preclude any staff member from making a valid application for leave to be taken at times other than during the annual shutdown and Council shall not unreasonably withhold its agreement to such requests.

18.3 All Council offices shall close between Christmas Day and New Year's Day inclusive unless service delivery objectives require otherwise.

18.4 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 3.

18.5 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.

19. Salary System – Transitional Arrangement

Any wage or salary adjustment arising from a staff member's first appraisal after being laterally transferred to a position shall be payable back to 2 May 2005 in accordance with the adopted Salary System transitional arrangements.

All other adjustments in wages or salary shall be in accordance with Council's prevailing Salary System procedures.

20. Leave for attendance at United Services Union Branch meetings

Employees elected as representatives to the Northern Branch Committee of the United Services Union, shall be granted leave to attend meetings as requested by the Union for the completion of their current term. At the completion of their current term or at the expiry of two years after the date of this Agreement, whichever is the sooner, only two (2) union members will be granted paid leave to attend Union branch meetings.

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

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Ian Robertson, Secretary

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Witness

Date.....

Date.....