

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/55

**TITLE: Tamworth Regional Council Electricians Enterprise Agreement 2005-2008**

**I.R.C. NO:** IRC5/5842

**DATE APPROVED/COMMENCEMENT:** 20 February 2006 / 7 December 2006

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 24 February 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 7

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all Technical Trades and Professional employees employed by Tamworth Regional Council, located at 437, Peel Street, Tamworth, at all locations, who fall within the coverage of the Local Government (Electricians) (State) Award.

**PARTIES:** Tamworth Regional Council -&- the Electrical Trades Union of Australia, New South Wales Branch

*Tamworth Regional  
Council*

**Electricians  
Enterprise  
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 Tamworth Regional Council Electricians Enterprise Agreement. The Agreement shall apply to all current and future Technical/Trades and Professional employees of Tamworth Regional Council, at all locations, employed under the provisions of the Local Government Electricians (State) Award (the “*Award*”). The Agreement shall establish the relationship between Council’s salary system and specified conditions of employment and the *Award*.

## **2. The Parties**

The Parties to this Agreement are Tamworth Regional Council and the Electrical Trades Union of Australia, New South Wales Branch.

## **3. Duress**

This Agreement has been entered into without duress by any party

## **4. Duration**

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.

## **5. Definitions**

Award: Shall mean the Local Government Electricians (State) Award, and any *Award* which succeeds this *Award*.

Council: Shall mean the Tamworth Regional Council.

Former Council: Shall mean the former Councils of Tamworth, Parry, Manilla, Barraba and Nundle that were amalgamated by Government proclamation under the provisions of the *Local Government Act 1993* on 17 March 2004 to form the new Tamworth Regional Council.

General Award: Shall mean the Local Government (State) Award (the “*General Award*”), and any Award which succeeds this Award.

Union: Shall mean the Electrical Trades Union of Australia, New South Wales Branch.

Salary System: Shall mean the new Salary System made consistent clause 7 of the *Award* and agreed by the parties to the *Award* which replaces and rescinds any entitlements that may have existed in the previous Salary Systems of the former Councils.

## **6. Anti-Discrimination**

6.1 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, age and responsibilities as a carer.

6.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement and 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 this Agreement that, by its terms or operation, has a direct or indirect discriminatory effect.

6.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise a Senior Officer because the Senior Officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

6.4 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 under 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 Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

6.5 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:

*“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.”*

### **7. Aims**

7.1 To provide a mechanism to meet the requirements of the *Award*, Clause 6, Rates of Pay, which provides that;

*i. “Councils shall introduce a salary system to complement the skills based structure and rates of pay of the award.”*

7.2 To achieve internal equity between positions, so that relativities are fair and upfront.

7.3 To have a salary system which is straightforward enough to be able to be administered easily and understood effectively by the workforce.

7.4 To ensure that our actual salary levels can attract and keep skilled/competent staff.

- 7.5 To provide adequate salary ranges which reflect the intent of the *Award* and to appropriately recognise skills/competencies acquired and used on the job.
- 7.6 To ensure that discrimination has no part in the setting of any salary range or the identification/assessment of any competencies, and that the salary system is consistent with equal employment opportunity principles.
- 7.7 To utilise the six (6) skill descriptors of the *Award*, as through the Tamworth Regional Council Salary System's Position Evaluation System in consultation with the General Manager to determine the salary grades/ranges for electrical trades positions.

### **8. Relationship with the Award**

This Agreement shall be read and interpreted wholly in conjunction with the Local Government (Electricians) State Award and any other award which may be applicable from time to time provided that where there is inconsistency between this Agreement and the Award this Agreement shall take precedence.

### **9. Grievance and Disputes Procedure**

The procedure for the resolution of grievances and/or disputes arising out of this Agreement shall be dealt with in accordance with Clause 33 (B), Grievance and Disputes Procedures of the *Award*.

### **10. Salary System**

- 10.1 The parties agree that the Salary System to be applied to employees employed under this Agreement shall be in accordance with the Tamworth Regional Council Salary System - Operating Procedures (see attachment 1) applied to employees employed pursuant to the *General Award* with the following amendments to their existing Award provisions:-
- 10.2 The amount payable under the Salary Administration System Pay Schedule is inclusive of the payment of the Industry Allowance provided by Clause 29, Industry Allowances, of the *Award*.

- 10.3 The amount payable under the Salary Administration System Pay Schedule is inclusive of the payment of the Annual Leave Loading provided by sub-clause (iv) of Clause 18 Annual Leave of the *Award*.
- 10.4 The amount payable under clause 8, Special Allowances of the *Award* is forfeited and a Disability Allowance, consistent with paragraph (a) of sub-clause (i) of Clause 13 Allowances, Additional Payments and Expenses of the *General Award* shall be paid.
- 10.5 The amount payable under clause 15, On Call of the *Award* is forfeited and a On Call Allowance, consistent with sub-clauses (iii), (iv) and (v) of clause 17B On Call of the *General Award* shall be paid.
- 10.6 Increases in the Pay Schedule, Disability Allowance and On Call Allowance will be made consistent with movements in the *General Award*.
- 10.7 Continued participation in the Salary System Pay Schedule is subject to the entry level rates of pay provided by Clause 6, Rates of Pay of the *Award* being met.
- 10.8 The parties agree to renegotiate the pay schedule if the entry level rates of pay prescribed in Clause 6, Rates of Pay of the *Award* with appropriate adjustments for the Industry Allowance, Annual Leave Loading and Disability Allowance, are not satisfied.

## **11. Hours**

### **11.1 Spread of Hours**

11.1.1 The ordinary hours for all employees may be worked between Monday and Sunday inclusive and shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.

11.1.2 Commencing and finishing times within the spread of ordinary hours may be altered by agreement between management and employee(s) concerned.

Where the changes are permanent, the terms of the agreement shall be referred to the consultative committee for recommendation to the General Manager.

11.1.3 An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work.

## 11.2 Arrangement of Hours

Subject to the sub-clause 11.1 Spread of Hours, the arrangement of hours shall be as follows:-

11.2.1 The ordinary hours of work for employees covered by this Agreement shall be 38 hours per week.

11.2.2 The arrangement of the 38 hour work week shall be in accordance with the following:-

- ◆ 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.

11.2.3 A different arrangement of hours to that prescribed above may be agreed upon by management and the employee(s) concerned. This may include shift work and the payment of an appropriate shift allowance.



Where the changes are permanent, the terms of the agreement shall be referred to the consultative committee for recommendation to the General Manager.

SIGNED on behalf of )  
TAMWORTH REGIONAL COUNCIL ) .....  
in the presence of: ) General Manager

.....  
Witness

SIGNED on behalf of THE )  
ELECTRICAL TRADES UNION OF )  
AUSTRALIA, NEW SOUTH WALES ) .....  
BRANCH ) Secretary  
in the presence of )

.....  
Witness