

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA18/02

TITLE: Albury City Water Filtration Plant Enterprise Agreement 2017

CASE NO: 2017/372180

DATE APPROVED/COMMENCED: 15 December 2017 / 15 December 2017

TERM: 36 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 6 April 2018

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to employees engaged in the position of Supervisor Water Filtration Plant or Treatment Plant Operator and work a three person, seven day a week rotating roster system, located at 553 Kiewa Street, Albury NSW 2640, who fall within the coverage of the Local Government (State) Award 2017.

PARTIES: AlburyCity -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

AlburyCity

**Water Filtration Plant
Enterprise Agreement 2017-2020.**

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DEFINITIONS

Agreement	AlburyCity Water Filtration Plant Agreement 2017
Award	<i>Local Government (State) Award 2017</i> or any successor Award
AlburyCity	AlburyCity
Commission	The Industrial Relations Commission of New South Wales

PART A – SCOPE OF THE AGREEMENT

AGREEMENT TITLE

1. This Agreement shall be referred to as the AlburyCity Water Filtration Plant Agreement 2017.

PARTIES BOUND BY THE AGREEMENT

2. The parties to this Agreement are:
 - A. AlburyCity (AlburyCity), and
 - B. New South Wales Government, Clerical, Administration, Energy, Airlines and Utilities Union (USU).

COVERAGE AND OPERATION OF THE AGREEMENT

3. This Agreement shall cover employees who are engaged in the position of Supervisor Water Filtration Plant or Treatment Plant Operator and work a three (3) person, seven (7) day a week rotating roster system.
4. This Agreement provides arrangements for the following:
 - A. Hours of work; and
 - B. Rates and inclusions within the annualised salary.

COMMENCEMENT DATE

5. This Agreement will operate from the first full pay period on or after approval by the Commission (the commencement date).

NOMINAL EXPIRY DATE

6. This Agreement shall have a nominal term of three (3) years. This Agreement shall remain in force until terminated in accordance with the Industrial Relations Act 1996 (NSW).
7. This Agreement may be terminated at any time subject to the approval of both parties. Termination shall not be effective until written notification of such approval is provided to the Industrial Registrar in accordance with the Industrial Relations Act 1996 (NSW).

RELATIONSHIP TO THE AWARD

8. Where there is an inconsistency between this Agreement, the Award, AlburyCity policies or a contract of employment then the provisions of this Agreement will prevail over any other document to the extent of any inconsistency.

ANTI-DISCRIMINATION

9. The parties agree to be bound by the obligations outlined in clause 3 ('Anti-Discrimination') of the Award.

AGREEMENT NOT ENTERED INTO UNDER DURESS

10. This Agreement was not entered into under duress or coercion by the parties to the Agreement.

PART B – OPERATIVE PROVISIONS

ALL PREVIOUS ARRANGEMENTS REPLACED

11. All previous arrangements for the subject matter listed in clause 4 of this Agreement, dealt with under an Award, Agreement, AlburyCity policy or contract of employment, are rescinded and replaced by the terms of this Agreement.

HOURS OF WORK

12. Ordinary Hours shall be arranged in accordance with APPENDIX A. Each employee will work an average of 38 hours per week over a three (3) week rotating roster.
13. Employees will be given a roster which specifies their starting and finishing times of work and the days on which they are rostered to work.
14. The roster may be changed at any time to meet operational requirements.

RATES OF PAY AND INCLUSIONS UNDER THE ANNUALISED SALARY

15. The ordinary rate of pay shall be based on the employee's relevant position Grade and Step in accordance with AlburyCity's Salary System. Each employee shall receive an annualised salary which is based on the attached roster (Appendix A) and the conditions of this Agreement.
16. The rate of pay shall be amended as required in line with Award increases, in addition to Skills Assessment progression in accordance with AlburyCity's Salary System Policy and Procedures.

On Call

17. The annualised salary has incorporated the following payments in accordance with clause 19C of the Award:
 - a) payment for on-call (1 week in 3) to attend breakdowns on a roster basis
 - b) payment for one half days' pay for each public holiday shared between each employee (4.5 hours)

18. The annualised salary over 52 weeks shall provide payment for:
 - A. Monday to Friday shifts at ordinary time;
 - B. Saturday shifts at time and a half;
 - C. Sunday shifts at double time;
 - D. 52 x Level 1 Adverse Working Conditions Allowance (weekly rate);
 - E. Weekly On Call allowance (one week in three) see 17 a)
 - F. Pay for half a day when on call on public holidays averaged for 3 employees. See 17 b)
 - G. Option 1
Payment in lieu of one weeks' Annual Leave included in annualised salary and 4 weeks taken as time off.
OR
Option 2
5 weeks' Annual Leave taken as time off.

19. In regard to clause 18G of this agreement, annual leave accrual and associated arrangements shall be based on four (4) weeks per year of service.

20. An additional amount equivalent to time and a half will be paid for the hours worked on a Public Holiday on the basis of the details recorded on timesheet, given that payment at ordinary time rates for public holidays is included in the annualised salary.

21. Payment of any pre-arranged or planned overtime will be in accordance with the Award, at the annualised hourly rate. Payment for these hours will be in accordance with the details recorded on timesheets.

Time off at short notice

- 21 Employees needing to take time off at short notice (with the exception of sick leave) shall arrange to swap equivalent shifts with another employee on the roster.

Any requests to change rostered arrangements, particularly in relation to weekends and Public Holidays must be for bona fide reasons and must have the prior written approval of the Team Leader Water Services.

Roster flexibility

- 22 There shall be general acceptance that employees covered by this Agreement will cooperate with management in altering start and finish times of shifts to cover the span of the Water Filtration Plant operations in cases of employee absence. Alterations may be implemented by management in cases of planned and unplanned absence particularly when these occur at short notice.

GRIEVANCE AND DISPUTE RESOLUTION

- 23 The parties agree to be bound by the obligations outlined in clause 35 of the Award as amended or superseded.

PART C- SIGNATORIES TO THE AGREEMENT

Signed on behalf of AlburyCity

Frank Zaknich
General Manager
AlburyCity

Witness

Date:

Signed on behalf of the United Services Union

Graeme Kelly
General Secretary
United Services Union

Date:

Witness


Date:

APPENDIX A

3 Person Roster - Half Day Weekends - 3 Week Cycle - 4 Hour Weekend Shifts - 7 Days Off

Week 1	Hrs	Saturday				Sunday				Monday				Tuesday				Wednesday				Thursday				Friday												
		7.00am	7.30am	8.30am	9.00am	11.00am	12.30pm	1.30pm	2.30pm	3.30pm	7.00am	7.30am	8.30am	9.00am	11.00am	12.30pm	1.30pm	2.30pm	3.30pm	4.30pm	7.00am	7.30am	8.30am	9.00am	11.00am	12.30pm	1.30pm	2.30pm	3.30pm	4.30pm	7.00am	7.30am	8.30am	9.00am	11.00am	12.30pm	1.30pm	2.30pm
Operator 1	35.0	4				4				9				9				9				[Hatched]				[Hatched]												
		7.00 to 11.00am				7.00 to 11.00am				7.00 to 4.30pm				7.00 to 4.30pm				7.00 to 4.30pm				[Hatched]				[Hatched]												
Operator 2	45.0	[Hatched]				[Hatched]				9				9				9				9				9												
		[Hatched]				[Hatched]				7.00 to 4.30pm				7.00 to 4.30pm				7.00 to 4.30pm				7.00 to 4.30pm				7.00 to 4.30pm												
Operator 3	34.0	[Hatched]				[Hatched]				[Hatched]				9				9				8				8												
		[Hatched]				[Hatched]				[Hatched]				7.00 to 4.30pm				7.00 to 4.30pm				7.00 to 3.30pm				7.00 to 3.30pm												
	114.0																																					

No single days off
 Longest sequence of consecutive shifts 9 days.
 Ten 9 hr shifts. Two 8 hr shifts per cycle.

 Denotes time off.

Plant attended 7.00 to 4.30

Meal Breaks: 30 minutes unpaid break after 5 hours all shifts

Operator 1

Operator 2

Operator 3

M t F	Sat	Sun	Days Off
8, 0	9	4	4
2	10	2	2
2	10	2	2
2	10	2	2