

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA22/05

TITLE: Riverina Water County Council (Loyalty/Attendance Bonus) Enterprise Agreement 2022-2025

CASE NO: 2022/272207

DATE APPROVED AND COMMENCED: 30 September 2022

TERM: 33 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 4 November 2022

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all employees employed by the Riverina Water County Council, located at 91 Hammond Avenue, Wagga Wagga, New South Wales, except the General Manager and Senior Executive Staff (subject to any legislative change impacting senior executive staff), who fall within the coverage of the Local Government (State) Award 2020.

PARTIES:

Riverina Water County Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; Electrical Trades Union of Australia, New South Wales Branch; The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

**RIVERINA WATER COUNTY COUNCIL (LOYALTY/ATTENDANCE BONUS)
ENTERPRISE AGREEMENT 2022-2025**

Table of Contents

Clause		Page
1.	Title.....	1
2.	Definitions.....	1
3.	Parties Bound	1
4.	Scope and Coverage of the Agreement	1
5.	Objective.....	1
6.	Employee Loyalty/Attendance Bonus	1
7.	Grievance and Dispute Procedures	2
8.	Signatories	3

**RIVERINA WATER COUNTY COUNCIL (LOYALTY/ATTENDANCE BONUS)
ENTERPRISE AGREEMENT 2022-2025**

Table of Contents

Clause		Page
1.	Title.....	1
2.	Definitions.....	1
3.	Parties Bound	1
4.	Scope and Coverage of the Agreement	1
5.	Objective.....	1
6.	Employee Loyalty/Attendance Bonus	1
7.	Grievance and Dispute Procedures	2
8.	Signatories	3

1. Title

This Agreement is the 'Riverina Water County Council (Loyalty/Attendance Bonus) Enterprise Agreement 2022-2025' (Agreement).

2. Definitions

Agreement means the 'Riverina Water County Council (Loyalty/Attendance Bonus) Enterprise Agreement 2022-2025'.

Award means the 'Riverina Water County Council Enterprise Award 2022', as amended from time to time.

General Manager means a person appointed in accordance with section 334 of the *Local Government Act 1993* (NSW).

Senior Executive Staff means a person appointed in accordance with section 332 of the *Local Government Act 1993* (NSW).

3. Parties Bound

This Agreement shall apply to Riverina Water County Council, (hereinafter referred to as "Riverina Water") at 91 Hammond Avenue, Wagga Wagga, New South Wales, and its employees excepting the General Manager and Senior Executive Staff (subject to any legislative changes impacting senior executive staff).

The parties to this Agreement are Riverina Water, the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU); the Electrical Trades Union of Australia (ETU), New South Wales Branch; and the Local Government Engineers' Association of New South Wales (LGEA).

4. Scope, Coverage and Term of the Agreement

This Agreement is made pursuant to section 29 of the *Industrial Relations Act 1996* (NSW).

On commencement of this Agreement:

- a) The Agreement will cover all employees of Riverina Water employed on or before 30 June 2022.
- b) The Agreement does not displace the Award. The terms and conditions of this Agreement prevail to the extent of any inconsistencies between the Agreement and the Award.

This Agreement will operate from the date of approval by the Industrial Relations Commission of New South Wales and will have a nominal term that concludes on 30 June 2025.

5. Objective

(i) The agreed objective of this Agreement is:

- (a) To allow employees who are employed on or before 30 June 2022 to continue to access the Employee Loyalty/Attendance Bonus which formed part of the *Riverina Water County Council Enterprise Award 2019*.

6. Employee Loyalty/Attendance Bonus

An employee employed on or before 30 June 2022 will be eligible to be paid once a financial year up to an equivalent of 75% of their annual sick leave entitlement in accordance with the below.

(i) Qualification:

(a) An employee must have a Sick Leave balance equal to or greater than:

(1) 38-hour employee: 635 hours.

(2) 35-hour employee: 585 hours.

(b) An employee, upon reaching the required minimum balance set out in sub clause 6(i)(a) above may request to be paid an amount of money up to the equivalent of 75% of their unused annual Sick Leave entitlement balance for that year, provided that their total bank does not reduce below the minimum balance set out in sub clause 6(i)(a).

(ii) Procedure:

(a) A written application is required for all claims to be provided within 30 days after the end of the financial year.

(b) If an application is not made within 30 days after the end of the financial year, the leave entitlement being either the full 18 days or part thereof due to any sick leave having been taken will be credited to the employee's balance and no payment request can be made for that year (*Refer to 'Appendix D- Leave' of the Riverina Water County Council Enterprise Award 2022 to interpret the equivalent hours for 18 days for both 35 hour per week and 38 hour per week employees*).

(c) The payment, when requested within the required time, will be made as a one-off payment following each financial year and the sick leave balance of the employee will reduce by an amount equivalent to the payment of the sick requested to be paid.

(d) If an employee wishes to Salary Sacrifice the payment, then he/she must make prior arrangements in accordance with the ATO ruling.

7. Grievance and Dispute Procedures

(i) The Grievance and Dispute Procedures of the Award shall apply.

8. Signatories

Signed on behalf of Riverina Water County Council:

Signature:  _____

Date: 15 August 2022 _____

Witness: Melissa Vincent _____

Position: Executive Assistant to CEO _____

Date: 15 August 2022 _____

Signed on behalf of New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU):

Signature:  _____

Date: 8/9/2022 _____

Witness:  S Cuddes _____

Position: Industrial Officer _____

Date: 8th September 2022 _____

Signed on behalf of Electrical Trades Union of Australia, New South Wales Branch (ETU):

Signature: _____

Date: _____

Witness: _____

Position: _____

Date: _____

Signed on behalf of the Local Government Engineers' Association of New South Wales (LGEA)

Signature: _____

Date: _____

Witness: _____

Position: _____

Date: _____

**RIVERINA WATER COUNTY COUNCIL (LOYALTY/ATTENDANCE BONUS)
ENTERPRISE AGREEMENT 2022-2025**

Table of Contents

Clause		Page
1.	Title.....	1
2.	Definitions.....	1
3.	Parties Bound	1
4.	Scope and Coverage of the Agreement	1
5.	Objective.....	1
6.	Employee Loyalty/Attendance Bonus	1
7.	Grievance and Dispute Procedures	2
8.	Signatories	3

1. Title

This Agreement is the 'Riverina Water County Council (Loyalty/Attendance Bonus) Enterprise Agreement 2022-2025' (Agreement).

2. Definitions

Agreement means the 'Riverina Water County Council (Loyalty/Attendance Bonus) Enterprise Agreement 2022-2025'.

Award means the 'Riverina Water County Council Enterprise Award 2022', as amended from time to time.

General Manager means a person appointed in accordance with section 334 of the *Local Government Act 1993* (NSW).

Senior Executive Staff means a person appointed in accordance with section 332 of the *Local Government Act 1993* (NSW).

3. Parties Bound

This Agreement shall apply to Riverina Water County Council, (hereinafter referred to as "Riverina Water") at 91 Hammond Avenue, Wagga Wagga, New South Wales, and its employees excepting the General Manager and Senior Executive Staff (subject to any legislative changes impacting senior executive staff).

The parties to this Agreement are Riverina Water, the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU); the Electrical Trades Union of Australia (ETU), New South Wales Branch; and the Local Government Engineers' Association of New South Wales (LGEA).

4. Scope, Coverage and Term of the Agreement

This Agreement is made pursuant to section 29 of the *Industrial Relations Act 1996* (NSW).

On commencement of this Agreement:

- a) The Agreement will cover all employees of Riverina Water employed on or before 30 June 2022.
- b) The Agreement does not displace the Award. The terms and conditions of this Agreement prevail to the extent of any inconsistencies between the Agreement and the Award.

This Agreement will operate from the date of approval by the Industrial Relations Commission of New South Wales and will have a nominal term that concludes on 30 June 2025.

5. Objective

(i) The agreed objective of this Agreement is:

- (a) To allow employees who are employed on or before 30 June 2022 to continue to access the Employee Loyalty/Attendance Bonus which formed part of the *Riverina Water County Council Enterprise Award 2019*.

6. Employee Loyalty/Attendance Bonus

An employee employed on or before 30 June 2022 will be eligible to be paid once a financial year up to an equivalent of 75% of their annual sick leave entitlement in accordance with the below.

(i) Qualification:

(a) An employee must have a Sick Leave balance equal to or greater than:

(1) 38-hour employee: 635 hours.

(2) 35-hour employee: 585 hours.

(b) An employee, upon reaching the required minimum balance set out in sub clause 6(i)(a) above may request to be paid an amount of money up to the equivalent of 75% of their unused annual Sick Leave entitlement balance for that year, provided that their total bank does not reduce below the minimum balance set out in sub clause 6(i)(a).

(ii) Procedure:

(a) A written application is required for all claims to be provided within 30 days after the end of the financial year.

(b) If an application is not made within 30 days after the end of the financial year, the leave entitlement being either the full 18 days or part thereof due to any sick leave having been taken will be credited to the employee's balance and no payment request can be made for that year (*Refer to 'Appendix D- Leave' of the Riverina Water County Council Enterprise Award 2022 to interpret the equivalent hours for 18 days for both 35 hour per week and 38 hour per week employees*).

(c) The payment, when requested within the required time, will be made as a one-off payment following each financial year and the sick leave balance of the employee will reduce by an amount equivalent to the payment of the sick requested to be paid.

(d) If an employee wishes to Salary Sacrifice the payment, then he/she must make prior arrangements in accordance with the ATO ruling.

7. Grievance and Dispute Procedures

(i) The Grievance and Dispute Procedures of the Award shall apply.

8. Signatories

Signed on behalf of Riverina Water County Council:

Signature:  _____

Date: 15 August 2022 _____

Witness: Melissa Vincent _____

Position: Executive Assistant to CEO _____

Date: 15 August 2022 _____

Signed on behalf of New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU):

Signature: _____

Date: _____

Witness: _____

Position: _____

Date: _____

Signed on behalf of Electrical Trades Union of Australia, New South Wales Branch (ETU):

Signature: _____

Date: _____

Witness: _____

Position: _____

Date: _____

Signed on behalf of the Local Government Engineers' Association of New South Wales (LGEA)

Signature:  _____

Date: 30 August 2022 _____

Witness: Brooke Mott _____

Position: Digital Communications Organiser

Date: 30 August 2022

1. Title

This Agreement is the 'Riverina Water County Council (Loyalty/Attendance Bonus) Enterprise Agreement 2022-2025' (Agreement).

2. Definitions

Agreement means the 'Riverina Water County Council (Loyalty/Attendance Bonus) Enterprise Agreement 2022-2025'.

Award means the 'Riverina Water County Council Enterprise Award 2022', as amended from time to time.

General Manager means a person appointed in accordance with section 334 of the *Local Government Act 1993* (NSW).

Senior Executive Staff means a person appointed in accordance with section 332 of the *Local Government Act 1993* (NSW).

3. Parties Bound

This Agreement shall apply to Riverina Water County Council, (hereinafter referred to as "Riverina Water") at 91 Hammond Avenue, Wagga Wagga, New South Wales, and its employees excepting the General Manager and Senior Executive Staff (subject to any legislative changes impacting senior executive staff).

The parties to this Agreement are Riverina Water, the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU); the Electrical Trades Union of Australia (ETU), New South Wales Branch; and the Local Government Engineers' Association of New South Wales (LGEA).

4. Scope, Coverage and Term of the Agreement

This Agreement is made pursuant to section 29 of the *Industrial Relations Act 1996* (NSW).

On commencement of this Agreement:

- a) The Agreement will cover all employees of Riverina Water employed on or before 30 June 2022.
- b) The Agreement does not displace the Award. The terms and conditions of this Agreement prevail to the extent of any inconsistencies between the Agreement and the Award.

This Agreement will operate from the date of approval by the Industrial Relations Commission of New South Wales and will have a nominal term that concludes on 30 June 2025.

5. Objective

(i) The agreed objective of this Agreement is:

- (a) To allow employees who are employed on or before 30 June 2022 to continue to access the Employee Loyalty/Attendance Bonus which formed part of the *Riverina Water County Council Enterprise Award 2019*.

6. Employee Loyalty/Attendance Bonus

An employee employed on or before 30 June 2022 will be eligible to be paid once a financial year up to an equivalent of 75% of their annual sick leave entitlement in accordance with the below.

(i) Qualification:

(a) An employee must have a Sick Leave balance equal to or greater than:

(1) 38-hour employee: 635 hours.

(2) 35-hour employee: 585 hours.

(b) An employee, upon reaching the required minimum balance set out in sub clause 6(i)(a) above may request to be paid an amount of money up to the equivalent of 75% of their unused annual Sick Leave entitlement balance for that year, provided that their total bank does not reduce below the minimum balance set out in sub clause 6(i)(a).

(ii) Procedure:

(a) A written application is required for all claims to be provided within 30 days after the end of the financial year.

(b) If an application is not made within 30 days after the end of the financial year, the leave entitlement being either the full 18 days or part thereof due to any sick leave having been taken will be credited to the employee's balance and no payment request can be made for that year (*Refer to 'Appendix D- Leave' of the Riverina Water County Council Enterprise Award 2022 to interpret the equivalent hours for 18 days for both 35 hour per week and 38 hour per week employees*).

(c) The payment, when requested within the required time, will be made as a one-off payment following each financial year and the sick leave balance of the employee will reduce by an amount equivalent to the payment of the sick requested to be paid.

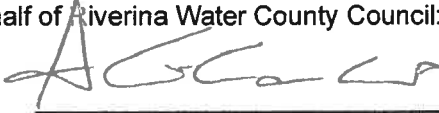
(d) If an employee wishes to Salary Sacrifice the payment, then he/she must make prior arrangements in accordance with the ATO ruling.

7. Grievance and Dispute Procedures

(i) The Grievance and Dispute Procedures of the Award shall apply.

8. Signatories

Signed on behalf of Riverina Water County Council:

Signature: 

Date: 15 August 2022

Witness: Melissa Vincent

Position: Executive Assistant to CEO

Date: 15 August 2022

Signed on behalf of New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU):

Signature: _____


Date: _____

Witness: _____

Position: _____

Date: _____

Signed on behalf of Electrical Trades Union of Australia, New South Wales Branch (ETU):

Signature: 

Date: 5 September 2022

Witness: DANIEL AUSTIN

Position: INDUSTRIAL OFFICER

Date: 5/9/2022

Signed on behalf of the Local Government Engineers' Association of New South Wales (LGEA)

Signature: _____

Date: _____

Witness: _____

Position: _____

Date: _____