

ENTERPRISE AGREEMENT

NO: E.A. 334 /1993

DATE REGISTERED: 9-11-93

PRICE: \$ 8.00

1 Title

This Agreement shall be known as the Northern Rivers Electricity Byron Bay Field Staff Agreement

2 Parties

The Agreement is made between Northern Rivers Electricity and the Electrical Trades Union of Australia, NSW Branch.

3 Incidence & Duration

a) This Agreement regulates working arrangements applying to those Council employees attached to the Mullumbimby Depot who are required to undertake the majority of their normal work load within the immediate geographic area of Byron Bay and surrounding residential and rural areas.

The Agreement over-rides the following clauses of the Northern Rivers County Council Award:

Clause 10 Part III Travelling Time subclauses 1 - 6
Clause 20 Living Away Expenses subclauses 4 a, b, c.

b) This agreement shall be made for a period of one (1) year commencing from the date the Agreement is registered.

c) Prior to the expiry date, the parties shall meet and discuss a renewal of the Agreement and any other matters which may have become apparent.

d) No employee shall suffer any reduction in pay rates as a result of this Agreement or its termination.

4 New Arrangement

As at 1 July 1993, Byron Bay line staff will cease using the Byron Bay Works Depot facilities. The gang will commence a new "pick up/drop off at home" arrangement where Byron Bay/Suffolk Park urban area is the gang's geographic "home base". The gang will, however, still be part of the Mullumbimby/Byron Sub-District and co-ordinate closely with the staff based at the Mullumbimby Depot.

Stores deliveries for the Byron Bay gang will generally be to the Mullumbimby Depot as has been the practice. Travel to/from Mullumbimby Depot for stores will continue though larger items may be direct delivered to Ewingsdale where practicable and other stores may, from time to time, be delivered to Ewingsdale or to a work site by other District vehicles as is convenient and economic.

5 Start/finish of staff

(a) Most frequent arrangement

The Byron Bay gang will start/finish at Byron Bay, trucks being secured out of working hours at homes of line staff and used to "pick up" and "drop off" staff before start time and after finish time.

- . Start time will be treated as the time the last gang member is picked up from home at which point the gang has become fully operational.
- . Finish time will be treated as the time the first gang member is dropped off at home at which point the gang is not fully operational.
- . "Pick-up" and "drop-off" will be limited to homes in the Byron Bay/Suffolk Park urban area. If any existing member of the gang shifts house to outside this urban area, he will be required to find his own way in his own time to and from one of the others' homes in the urban area or some other central urban location convenient to the gang for "pick-up" and "drop-off".

(b) Infrequent arrangement

The Byron Bay gang will only be required to start and/or finish at Mullumbimby Depot when the specific job requires this, as determined by the District Engineer or his representative. Examples are:

- . Depot meetings at start/finish times;
- . co-ordination with other staff such as on jobs out of Mullumbimby Depot.

6 Start/finish of new staff

If the place of residence of a new member of Byron Bay line staff is outside the Byron Bay/Suffolk Park urban area, he may be required to find his own way in his own time to and from one of the others' homes in the urban area or some other central urban location convenient to the gang for "pick-up" and "drop-off" to fit in with the other members of the gang and the gang's start/finish times.

7 Communications

One of the trucks will be fitted with a mobile phone/fax to ensure there is ready communications with the gang. Two-way radios will be maintained in each vehicle.

8 Vehicle/equipment security

The trucks must be parked out of the way of the general public - not blocking footpaths or offering passers-by a temptation to steal items kept on the trucks or to vandalise. Council will provide padlocking to enclosures on the vehicles and will redesign enclosures if needed to achieve satisfactory vehicle security.

9 Ewingsdale building

A simple building will be provided for some storage and for wet-weather shelter and work.

10 Declaration

The parties declare that this Agreement was freely entered into and is not harsh, unfair or unconscionable.

11 Settlement Of Grievances and Disputes

The following specific procedures will be adopted in respect of any dispute, claim or grievance:

- (a) A shop steward, on becoming aware of a problem should first take the matter up with their immediate supervisor, who shall report upon progress by no later than the next working day.
- (b) Should the matter remain unresolved the dispute should then be taken up with the Branch Head or District Engineer.
- (c) Should the matter remain unresolved the shop steward shall notify their Union of the circumstances.
- (d) The Manager - Human Resources shall convene a meeting within 48 hours of the matter being notified to him by the Union or appropriate Council Officer.
- (e) In the event of the dispute remaining unresolved the parties to have recourse to the appropriate tribunal in order to settle the dispute, after a cooling off period of 72 hours.
- (f) During all stages of the negotiations and including any hearings before an industrial tribunal the status quo will be maintained by both parties and without prejudice to either party, work shall continue in accordance with the provisions of the Council's Award.
- (g) This procedure for the settlement of disputes, claims and grievances does not preclude the right of any party to a dispute from proceeding under the provisions of the Act.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year hereinbefore written.

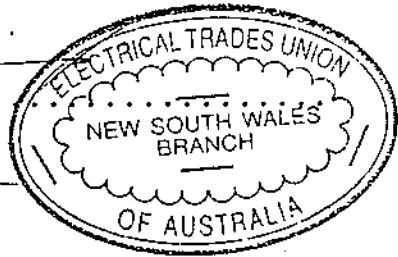
Signed for and on behalf of the General Manager, Northern Rivers Electricity

Signature
Signature
~~JOHN SHEATHER, MANAGER HUMAN RESOURCES~~
Name and Occupation

N. Higham
Witness
N. HIGHAM ACTING PERSONNEL OFFICER
Name and Occupation

Signed for and on behalf of the Electrical Trades Union

Signature
Signature
BERT SCHMIDT
SECRETARY
Name and Occupation



S. Robinson
Witness
STEVEN ROBINSON
ORGANISER
Name and Occupation