

ENTERPRISE AGREEMENT

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**THE PROSPECT COUNTY COUNCIL
SUPERVISORY EMPLOYEES
ENTERPRISE AGREEMENT**

4 December 1992

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2. TITLE OF AGREEMENT

This Agreement shall be known as the "Prospect County Council Supervisory Employees Enterprise Agreement".

3. PARTIES TO THE AGREEMENT AND COVERAGE

- (a) The parties to this agreement are the Prospect County Council (hereinafter called the Council) and the Electrical Trades Union of Australia, New South Wales Branch and the Federated Municipal & Shire Council's Employees Union of Australia, New South Wales Division.
- (b) This Agreement covers employees and intending employees (hereinafter called Supervisory Employees) who are employed in the award classifications of Foremen in supervisory positions or Superintendents in supervisory positions whose salary including allowances is equivalent to salary Classes 22 to 28 inclusive in the Prospect County Council (Wages & Salaried Employees) Consolidated Award.
- (c) The enterprise for which the Agreement is made is the total operation of The Prospect County Council.
- (d) The parties confirm that this Agreement was not entered into under duress.

4. AWARD COVERAGE

Supervisory employees are covered by The Prospect County Council (Wages and Salaried Employees) Consolidated Award (hereinafter called the Award) for any provision not specifically covered by this Agreement.

5. RATES OF PAY

- (a) The following rates of pay for Supervisory Employees shall be inclusive of all incidents of employment excluding Clause 7 - Allowances and Clause 9(b) - Overtime. These rates of pay are made up of the normal award rate plus allowances. The resultant rates of pay are then adjusted to the next highest rate in the award to which an additional 11.3% increase has been added.

	\$ per week	\$ Annual Salary
(i) Supervisory Employee Grade 1	\$687.40	\$35,868
(ii) Supervisory Employee Grade 2	\$705.10	\$36,791
(iii) Supervisory Employee Grade 3	\$720.00	\$37,569
(iv) Supervisory Employee Grade 4	\$737.40	\$38,476
(v) Supervisory Employee Grade 5	\$754.80	\$39,384
(vi) Supervisory Employee Grade 6	\$769.40	\$40,146
(vii) Supervisory Employee Grade 7	\$788.00	\$41,117

- (b) During the term of this Agreement the rates of pay for Supervisory Employees shall be adjusted in line with changes to the rates of pay in the Award caused by State Wage Case decisions provided that any requirements of the State Wage Case decisions are met.

- (c) All other variations to the Agreement shall be achieved pursuant to Section 125 of the Industrial Relations Act, 1991.

6. PROGRESSION

Progression for Supervisory Employees shall be as follows:

(i) Supervisory Employee-Lineworker Trained	Grade 1 to Grade 5
(ii) Supervisory Employee-Trade Trained	Grade 2 to Grade 6
(iii) Supervisory Employee-Trade Trained with Electrician's Licence	Grade 3 to Grade 7
(iv) Supervisory Employee-Technician (Transmission Only)	Grade 5 to MM Grade 1
(v) Supervisory Employee-Installation Inspectors with Electricians Licence	Grade 5 to MM Grade 1
(vi) Supervisory Employee-Technician with Electrician's Licence (Transmission Only)	Grade 6 to MM Grade 2

7. ALLOWANCES

- (a) The following allowances in the Award shall apply to Supervisory Employees:
- (i) Casual Car Allowance, Subclause 10(4)
 - (ii) Licence Allowance, Subclause 10(8)
 - (iii) Overnight Travelling Allowance, Subclause 10(11)
 - (iv) Maturing Allowance, Subclause 10(16)
 - (v) Shift Allowances where applicable
- (b) No other allowances in the Award shall apply to Supervisory Employees.

8. HOURS OF WORK

All Supervisory Employees shall work:

- (a) forty (40) ordinary hours a week Monday to Friday; and
- (b) a ten (10) day fortnight.

9. OVERTIME

- (a) The following provisions of the Award shall not apply to Supervisory Employees:
- (i) Subclause 6(iii), Saturday, Sunday and Holiday rates.
 - (ii) Subclause 6(iv), Overtime-Shift Workers
 - (iii) Clause 11, (Overtime other than Shift Workers)
- (b) If a Supervisory Employee works more than 40 hours a week then such additional work shall be paid at ordinary time rates for actual time worked calculated to the nearest 30 minutes.

10. PRIVATE USE OF MOTOR VEHICLES

- (a) Supervisory Employees who are eligible and agree to private use of a Council motor vehicle shall complete the Agreement for Private Use of Motor Vehicles attached at "A".
- (b) Those Supervisory Employees who are eligible for and agree to the conditions of private use of a Council motor vehicle shall be required to forego 5% of their pre tax annual salary (refer Clause 5) as a salary sacrifice. Income tax will be paid on the reduced salary component. All leave and superannuation entitlements etc shall be calculated on the reduced salary component.

- (c) The aforementioned salary sacrifice arrangement shall not apply to those Supervisory employees who formally advise their local management that they will not require the Council vehicle during periods of leave subject to the following requirements:
 - (i) A minimum leave period of two weeks applies and
 - (ii) The Council vehicle remains at the Supervisory Employee's workplace for the duration of the period of leave.
- (d) Supervisory Employees shall have the option of either the full 11.3% pay rise with no use of a council motor vehicle or a 6.3% pay rise with private use of a council motor vehicle.
- (e) The salary sacrifice arrangement shall not apply to those Supervisory Employees who currently have the use of a council motor vehicle which is not suitable for private use (for example a single cab utility) until such time as a suitable vehicle (pursuant to Paragraph B of the Motor Vehicle Agreement) is available or the motor vehicle replacement criteria is met.

11. ANNUAL LEAVE

- (a) See Annual Holidays Act, 1944.
- (b) Supervisory Employees shall be entitled to Annual Leave on the accrument basis of:
 - (i) 40 hours per week employees - 160 hours.
- (c) This accrument basis shall apply for both:
 - (i) periods of annual leave; and
 - (ii) pro rata entitlements to annual leave.

12. SICK LEAVE

- (a) All Sick Leave entitlements shall accumulate and be expressed in hours on the following basis:
 - (i) 15 days - 40 hours per week - 120 hours
 - (ii) 18 days - 40 hours per week - 144 hours
- (b) A Supervisory Employee may elect once in each financial year to receive a payment in lieu of his or her untaken Sick Leave entitlement, provided that:
 - (i) the payment shall be limited to a maximum of eighteen (18) days pay at the employee's ordinary rate of pay for his or her appointed grade at the date of the payment; and
 - (ii) the employee maintains a minimum balance of five hundred (500) hours of untaken Sick Leave entitlement after the payout; and
 - (iii) the Council shall determine the date of the payment each year.
 - (iv) The provisions of this clause may be affected by the Industrial Relations (Sick Leave) Amendment Bill, 1992 when such Bill becomes law.

13. LONG SERVICE LEAVE

- (a) See Long Service Leave Act, 1955.
- (b) All Long Service Leave entitlements shall accumulate and be expressed in hours on the following basis:
 - (i) 13 weeks at 10 years service
40 hour per week employees - 520 hours
 - (ii) Additional 6½ weeks at 15 years service
40 hour per week employees - 260 hours
 - (iii) Additional 11 weeks at 20 years service
40 hour per week employees - 440 hours
 - (iv) Additional 13 weeks for each subsequent 5 years service
40 hour per week employees - 520 hours.

14. HOLIDAYS

- (a) Supervisory Employees shall not be entitled to receive the following as holidays:
 - (i) August Bank Holiday; or
 - (ii) the working days falling between Christmas and New Year's Day.

15. ACTING HIGHER GRADE PAY

The provisions of Clause 20, Higher Grade Pay, of the Award shall not apply to Supervisory Employees.

16. TRAVELLING TIME AND ALLOWANCE

- (a) The provisions of Clause 19, Travelling Time and Allowances shall not apply to Supervisory Employees.
- (b) However, Council will consider any requests for compensation from a Supervisory Employee who does not have use of a council motor vehicle and who claims that he has been adversely affected by any relocation to a different headquarters.

17. FORTNIGHTLY PAY

A Supervisory Employee may be paid fortnightly and without deduction of pay for the time spent waiting for and receiving payment of wages. Salary will be paid at the end of the first week of a fortnightly period.

18. DISPUTES PROCEDURE

- (a) Whilst not precluding the right of any party to a dispute from proceeding under the provisions of the Industrial Relations Act, 1991, the following procedures for the settlement of disputes, claims and grievances will be adopted and adhered to, so as to ensure that negotiations and consultation take place between the parties in an honest endeavour to arrive at a settlement by avoiding direct action which will or is liable to interrupt service to the Council's customers or inhibit its ability to provide and maintain supply.
- (b) The following specific procedures will be adopted. Any dispute, claim or grievance involving this Agreement shall be dealt with as follows:
- (i) A Supervisory Employee, on becoming aware of a problem must first take the matter up with the immediate Manager concerned.
 - (ii) Should the matter remain unresolved the dispute should then be taken up with the Branch Head or District Engineer.
 - (iii) If the matter is not resolved after proceeding with item (ii) the Supervisory Employee shall notify his union official of the circumstances.
 - (iv) The Manager, Human Resources, shall convene a meeting within five (5) working days of the matter being notified to him by the union or appropriate Council Officer to further consider the dispute.
 - (v) In the event of the dispute remaining unresolved the parties are to have recourse to the appropriate tribunal in order to settle the dispute.
 - (vi) 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 and this Agreement. Status quo shall mean the state of affairs or circumstances in existence prior to the incident or incidents occurring which directly or indirectly results in the exercising of the Dispute Procedure.

19. TERM OF AGREEMENT

This Agreement shall take effect from the beginning of the first pay period to commence on or after the date of registration by the Industrial Registrar and remain in force for a period of one (1) year.

20. DECLARATION OF AGREEMENT

SIGNED for and on behalf of the Council:

Signature: *[Handwritten Signature]*
General Manager Prospect County Council

Witness: *[Handwritten Signature]*

Date: 8 December 1992

SIGNED for and on behalf of the Electrical Trades Union of Australia, New South Wales Branch:

Signature *[Handwritten Signature]*

Printed Name and Occupation MARTIN PITT
SECRETARY

Witness *[Handwritten Signature]*

Date 22 DECEMBER 1992

SIGNED for and on behalf of the Federated Municipal & Shire Council's Employees Union of Australia, New South Wales Division:

Signature *[Handwritten Signature]*

Printed Name and Occupation COLIN FRANCIS HODGES,
Assistant General Secretary

Witness *[Handwritten Signature]*

Date 23rd December 1992

SIGNED for and on behalf of

Signature

Printed Name and Occupation

Witness

Date

"A"

DATED _____ 1992

BETWEEN

THE PROSPECT COUNTY COUNCIL
of the First Part

AND

THE PERSON NAMED IN THE FIRST
SCHEDULE
of the Second Part

AGREEMENT
PRIVATE USE OF MOTOR
VEHICLES

CONDITIONS REGARDING THE PRIVATE USE OF MOTOR VEHICLES

THIS AGREEMENT made the _____ day of _____ in
the year One Thousand Nine Hundred and Ninety _____ BETWEEN THE
PROSPECT COUNTY COUNCIL (hereinafter called "Prospect") of the one part AND
THE PERSON NAMED IN THE FIRST SCHEDULE (hereinafter called "the
employee") of the second part WHEREAS

- A. Prospect has granted the employee certain rights to use its vehicle for both business and private purposes on the terms set out hereunder.

- B. Supervisory Employees covered by the Enterprise Agreement will be provided with a station wagon or twin cab utility or as otherwise agreed between the employee and Manager, Technical Services.

NOW IT IS HEREBY AGREED THAT IN REGARD TO THE VEHICLE

The vehicle so provided to the employee is for the business of Prospect, however, it may be used for private purposes subject to the following restrictions.

- (i) The employee must ensure that the vehicle so issued to him or her is regularly serviced and maintained. Such service and maintenance should be arranged through the Prospect Officer responsible for transport services. Prospect will meet the cost of all service and maintenance.

- (ii) (a) The employee should personally be responsible for the fuelling and cleaning of the vehicle and ensuring that all lubricant, water and tyre levels are adequate for satisfactory operation of the vehicle.

- (b) Where an employee's allocated vehicle is attached to the Vehicle Pool, Prospect will advise all users of their responsibility in cleaning vehicles where they have become unduly soiled in the course of their use. The cleaning of vehicles which have become soiled due to normal wear and tear are the responsibility of the employee.
- (iii) The employee should be responsible for the proper garaging of the vehicle or the provision of other suitable protection.
Note: "Proper garaging" means off-street parking
- (iv) Following involvement in an accident the employee must comply with all legal and insurance requirements such as obtaining particulars of parties involved and notification of police when required and the appropriate Prospect Officer responsible for transport services.
- (v) The employee should report to the Prospect Officer responsible for transport services any damage to the vehicle as soon as practicable, however slight, to enable repairs being effected at the earliest opportunity.
- (vi) The employee should not allow the vehicle to be driven by any other person other than his or her nominee when he or she is not present within the vehicle. The employee should nominate to the Manager, Technical Services only one person to be his or her nominee and that person should be the holder of a current State driver's licence.
- (vii) The vehicle so issued to the employee may be used during any leave (Annual, Long Service Leave, Sick Leave, etc) period subject to a limit of four (4) weeks per annum. Arrangements in excess of this period will be at the agreement of the General Manager. Costs incurred for petrol and oil during periods of leave will be the responsibility of the employee. Where a vehicle is not required for any leave period it should be made available to the Vehicle Pool.

- (viii) Child restraints and tow bars may be installed on the vehicle. However, alterations or additions will be carried out by Prospect at the employee's expense. All fitted items must comply with and be used in accordance with the vehicle manufacturer's recommendations. Prospect will refit these accessories to any replacement vehicle at its cost.

- (ix) During normal working hours the Prospect insignia should be affixed to the vehicle.

THE SCHEDULE HEREINBEFORE REFERRED TO

WITNESS WHEREOF the parties hereto have hereunto subscribed their names the day and year first aforementioned.

SIGNED for and on behalf of THE
PROSPECT COUNTY COUNCIL in the
presence of:

J. Halls
Industrial Officer
8 December 1992



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SIGNED by the EMPLOYEE in the
presence of:

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