

ENTERPRISE AGREEMENT

NO: E.A. 73 /1993

DATE REGISTERED: 19-5-93

PRICE: \$ 10.00

OXLEY COUNTY COUNCIL

COMMUNICATIONS SECTION

TECHNICIANS

ON-CALL

ENTERPRISE AGREEMENT

1. **Parties to the Agreement**

An Enterprise Agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of Sections 115-142 of the said Act, entered into between the Oxley County Council of 47 High Street, Wauchope 2446, on the one part and the employees of the Oxley County Council in the classification of Technician in the Communications Section, Port Macquarie of the other part.

It is agreed by the parties as follows.

2. **Title of Agreement**

This Agreement shall be known as the Oxley County Council Communications Section Technicians On-Call Enterprise Agreement.

3. **Intention**

This Agreement shall only apply to employees in the classification of Technician in the Communications Section based at the Council's Port Macquarie Depot.

4. **Duress**

This Agreement was not entered into under duress by any party to it.

5. **Incidence**

This Agreement is to be read and interpreted in conjunction with the terms and conditions set out in Industrial Agreement No 8707, filed on 23 March 1992, pursuant to Section 11 of the Industrial Arbitration Act, 1940 provided that where there is any inconsistency this Agreement shall prevail to the extent of that inconsistency.

6. **Terms of Enterprise Agreement**

This Agreement relates to the provision of emergency or breakdown work on an on-call basis by the employees of the enterprise and specifically provides as follows:

6.1 The employees shall be rostered on-call on a shared basis requiring each employee being rostered on-call one week in two.

6.2 The employees shall be remunerated for on-call duties as under:

6.2.1 The employee shall be paid double ordinary rates for the time required to complete each call-out.

For the purpose of this Agreement a call-out shall be that period from the time the employee receives a call or calls, for emergency and/or breakdown work to the time he ceases work in connection with such call or calls and arrives at his place of residence and shall include the work involved in any further

calls for service which he may receive whilst out on duty or which upon his arrival at his place of residence are awaiting his attention.

- 6.2.2 The minimum time payable for each call-out shall be based on not less than one hour at double ordinary rates.
- 6.2.3 The employees shall not be paid an availability allowance.
- 6.3 The employees shall ensure the maximum response time for each call-out does not exceed 30 minutes.

For the purpose of this Agreement, response time shall mean the period between receiving the call-out and the time the employee proceeds in the Council vehicle to attend to the emergency and/or breakdown work.

Any delay in excess of 30 minutes in response time to a call-out shall not be taken into account in the calculation of payment under paragraph 6.2 of clause 6 of this Agreement.

- 6.4 The employees shall be provided with a Council vehicle for normal travel to and from work.

Outside of normal working hours the vehicles shall only be used when the employees are called out.

- 6.5 The employees shall have their telephone services paid for and reimbursements made in accordance with the Council's usual policy on telephones as applying from time-to-time to on-call staff.
- 6.6 For the purposes of this Agreement emergency or breakdown work shall include restoring the Council's communication system and the returning to a safe and proper operating condition any communications plant and equipment which has failed, or is likely to fail, in service and/or performing maintenance work which is of such an urgent nature that if not carried out an interruption to the communications system may occur. Such work shall include all aspects of the communications system which if not attended to, or temporarily overcome, will inhibit or cause delay or inconvenience in the Council restoring or maintaining the supply of electricity to its customers.

7. Disputes Settlement

In the event of any dispute arising out of the operation of this Agreement, the parties agree to adopt the procedures as set out in Clause 19 - Disputes Settlement of the Oxley County Council Industrial Agreement No 8707.


8. Term

This Agreement shall take effect from date of registration and shall remain in force until 1 April 1995 unless varied or terminated earlier by the provision provided by the Act.

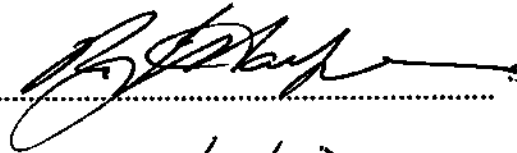
6. Declaration of Agreement

Signed for and on behalf of the Council

Signature


.....
General Manager, Oxley County Council

Witness



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Date

1/4/93
.....

Employees

Signed by


.....

Printed Name

Neil Oliver
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Occupation

Technician T8
.....

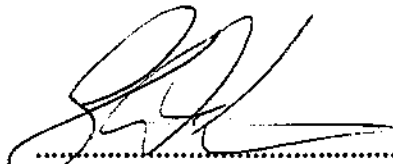
Witness


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Date

31-3-93
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Signed by


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Printed Name

STUART WATSON
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Occupation

TECHNICIAN
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Witness


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Date

31.3.93
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