

# ENTERPRISE AGREEMENT

NO: E.A. 82 /1993

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1/14

**PUBLIC WORKS ENTERPRISE AGREEMENT**  
**FOR STANDBY DUTIES ON THE SOUTH WEST TABLELANDS**  
**WATER SUPPLY SCHEME**

1. **ARRANGEMENT**

The following clauses shall comprise the arrangements for the operation of a standby system on the South West Tablelands Water Supply scheme and constitute the Public Works Enterprise Agreement for Standby Duties on the South West Tablelands Water Supply scheme from its date of registration:

2. Definitions
3. Parties
4. Incidence and Period of Operation
5. Relationship to Awards, Agreements
6. Statement of Intent
7. Remuneration
8. Public Holidays
9. Rest Period
10. Technological Change
11. Monitoring
12. Review of Standby
13. Dispute Resolution Procedure
14. Grievance Settlement Procedure
15. Signatories

2. **DEFINITIONS**

- 2.1 "Enterprise Agreement" means an Agreement made pursuant to Section 115 of the Industrial Relations Act, 1991.
- 2.2 "The South West Tablelands Water Supply (SWTWS) scheme" provides essential water requirements to the Cootamundra, Harden and Young Shire Councils and the Northern and Southern Riverina County Councils. The SWTWS scheme is administered by the Director-General of Public Works within the terms of the South West Tablelands Water Supply Administration Act, 1941.
- 2.3 "Public Works" means the Public Works Department of New South Wales.
- 2.4 "Union" means the Public Service Association of New South Wales.
- 2.5 "Industrial Authority" means the Public Employment Industrial Relations Authority, as constituted under the Public Sector Management Act, 1988.
- 2.6 "CREST" means a monitoring operation run by the Civilian Radio and Emergency Services Team.
- 2.7 "Standby Officer" means an employee of Public Works rostered to perform standby duties on the South West Tablelands Water Supply Scheme.

2.8 "An employee performing standby duties" means :

- (i) a rostered employee who is required to be available to co-ordinate and/or perform emergency and/or breakdown work during a rostered week;
- (ii) a rostered employee who is required to initiate, receive and respond to all phone calls relating to the SWTWS scheme.

2.9 "Emergency and/or Breakdown Work" means restoring to safe and proper operating condition any plant/equipment failing or likely to fail in service, and/or performing maintenance work which is of such an urgent nature that if not carried out, water supply may be critically affected. When a standby officer is required to undertake emergency and/or breakdown work then the standby officer shall arrange another standby officer to perform standby duties, or their Supervisor if necessary. The standby officer should notify CREST of the arrangement.

2.10 "Overtime" means the relevant provisions of the Crown Employees (Overtime) Award.

2.11 "Standby arrangements" means one (1) standby officer performing standby duties for 7 days on a rostered week. The roster shall comprise at least 4 standby officers, and up to 6 standby officers, on a weekly rotating basis.

3. **PARTIES**

This Enterprise Agreement has been made pursuant to Section 115 of the New South Wales Industrial Relations Act, 1991 by the following parties:

- Public Works Department, New South Wales (Public Works) under delegation from PEIRA
- Public Employment Industrial Relations Authority, (PEIRA) New South Wales
- Public Service Association of New South Wales (PSA).

This Enterprise Agreement was the result of open negotiations between the parties and was not entered into under duress.

4. **INCIDENCE AND PERIOD OF OPERATION**

This Enterprise Agreement will apply to: staff currently undertaking standby duties; staff who may be required to undertake standby duties as part of their future contract of employment; and any staff willing to undertake standby duties in the future employed under the Public Sector Management Act, 1988.

This Enterprise Agreement, and any registered changes made by the parties, shall operate for a period of one (1) year commencing on and from date of registration.

The contents of this Enterprise Agreement may be reviewed and/or amended by agreement between the parties in accordance with Section 125 of the Industrial Relations Act, 1991.

5. **RELATIONSHIP TO AWARDS, AGREEMENTS ETC.**

5.1 The provisions of this Enterprise Agreement operate in place of Determination No. 2482 of 1977 of the Public Service Board made under the Public Service Act, 1901 and continued under Section 64 of the Public Sector Management Act, 1988.

5.2 The provisions of the Technological Change Agreement 1983 shall continue to apply.

5.3 The existing awards, agreements and determinations which comprise the conditions of employment of standby officers shall continue to apply, unless replaced by an Enterprise Agreement.

6. **STATEMENT OF INTENT**

6.1 The principal aim of the parties in maintaining the SWTWS scheme is to provide clients with a water supply of a satisfactory quality, price and quantity. The following objectives will provide the basis for achieving the principal aim:

- minimise water restrictions and interruptions to supply;
- manage the resource by reducing water losses and encouraging water conservation;
- achieve water quality guidelines set by the Australian Water Resources Council and the National Health and Medical Research Council;
- operate the scheme to avoid adverse impacts on the environment; and
- manage the scheme professionally and cost-effectively.

6.2 The aim of the parties in entering into this Enterprise Agreement is to reward the continuing achievement of the following productivity benefits on the SWTWS.

The agreement recognises the performance of standby duties out of ordinary hours on the newly commissioned \$10m Jugiong Water Treatment Plant.

Further that this agreement is in recognition of the current staffing and operation of the Jugiong Water Treatment Plant and the elimination of screening calls and alarms passed onto standby officers and that this plant is no longer required to be staffed on a 24 hour basis.

Since 1978 the SWTWS has seen the introduction of telemetry, radle and area alarms to enable a more efficient performance of standby by officers undertaking standby duties on the SWTWS. These systems have reduced the requirement whereby other officers received emergency calls and remuneration on an overtime basis.

The agreement is in recognition of the comprehensive and co-ordinated management of the SWTWS out of ordinary hours and also the enhanced commitment and responsibility of those officers to the professional management of the SWTWS.

**REMUNERATION**

**7.1 Standby Allowance**

A weekly standby allowance of \$140 shall be paid for performing standby duties. There shall be no further increases to this allowance during the term of this Agreement, except where consistent with State Wage Case decisions. Any such adjustment shall be subject to agreement between the Parties and shall be processed by way of a variation to the Agreement in accordance with Section 125 of the Industrial Relations Act 1991. Provided that in negotiating a variation to the allowance prescribed by this Agreement no double-counting shall occur.

**7.2 Overtime - Standby Duties**

On those occasions where a standby officer is required to perform more than minor follow-up work in reply to a call (ie. where two or more further calls are required) such occasions shall be recorded to the nearest five minutes. Appropriate monitoring of the job and/or the problem from the start of the first call to the end of the action re- that call, and as distinct from time spent waiting, is to be considered to be work performed for overtime purposes. These periods of time will be paid at the appropriate overtime rate, with the first payment a minimum of 15 minutes (to be made once only).

**7.3 Overtime - Emergency and/or breakdown Work**

Where a standby officer is required to perform emergency and/or breakdown work this shall be considered overtime.



8. **PUBLIC HOLIDAYS**

A standby officer performing standby duties on a Public Holiday shall have one extra day added to Recreation Leave.

9. **REST PERIOD**

When a standby officer has performed standby duties and has suffered considerable disruption due to continuous actions during the evening, a minimum rest period of 10 hours will be provided following the completion of actions and prior to the resumption of normal work. If such a break cannot occur, time off in lieu is to be taken at a time mutually agreed upon by the standby officer and Public Works within one week so as to allow suitable rest. Standby officers seeking a rest period will advise Public Works by leaving a message on the office answering machine.

10. **TECHNOLOGICAL CHANGE**

If there are any proposed future technological changes to the SWTWS scheme, the provisions of the Technological Change Agreement of 1983 will be followed.

11. **MONITORING**

A monitoring service such as that provided by CREST will continue to operate.

12. **REVIEW OF STANDBY**

- 12.1 Performance of standby duties on the Jugiong Water Treatment Plant is based on one call per week. The number of calls will continue to be monitored over the next 12 months.
- 12.2 The standby allowance may be reviewed at any time during the next 12 months should the number of calls from Jugiong be excessive.
- 12.3 The standby allowance shall be reviewed in ..... 1994 with respect to calls from Jugiong and any other relevant factors.

13. **DISPUTE RESOLUTION PROCEDURE**

The following procedure will apply for the early resolution of any question dispute or difficulty (hereafter dispute).

13.1 When any dispute develops at the workplace the staff member(s) concerned will take the matter up with their immediate supervisor and/or local manager affording him/her/them the opportunity to investigate the matter and provide a response on the dispute. The supervisor or local manager will advise the staff member(s) concerned of the time by which an answer will be provided.

13.2 If the dispute is of such a nature that a direct discussion between the staff member(s) and their immediate supervisor and /or local manager is considered inappropriate; OR if the matter is not resolved at 13.1, the staff members(s) concerned may take the matter up with the appropriate divisional manager.

13.3 If the dispute has not been settled under 13.1 or 13.2 above or if any party so requests, the dispute will be discussed as soon as practicable between a representative of the Union concerned and appropriate senior management representative(s), which may include, where relevant, Industrial Relations Manager.

- 13.4 If the dispute is not settled at this level and the employees are union members, the dispute should be referred to a senior corporate management representative who will as soon as practicable discuss the dispute directly with the union executive.
- 13.5 If the dispute remains unresolved, it should be notified to the appropriate Industrial Tribunal for settlement.
- 13.6 Nothing contained in these procedures will preclude Public Works and any Union(s) concerned from entering into direct negotiations on any matter. The provisions of 13.5 will apply where the parties cannot settle the matter through negotiations.
- 13.7 Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied. This procedure may be varied where it is considered a safety factor is involved.

14. **GRIEVANCE SETTLEMENT PROCESS**

Grievances of individual employees shall be dealt with in the following manner:

- 14.1 In the first instance, the employee(s) will notify the immediate supervisor, or other appropriate person, as to the substance of the grievance, request a meeting to discuss it, and state the remedy sought. A meeting should be held within 48 hours of notification.
- 14.2 If the matter is not resolved in this meeting, the matter shall be further discussed by the employee(s), and, at their request, the appropriate delegate, the immediate supervisor and their manager. This should take place within 48 hours of the completion of 14.1.

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- 14.3 If the matter remains unresolved, the matter shall be further discussed by the employee(s), and, at their request, the appropriate delegate, the immediate supervisor, the supervisor's manager, and a more senior management representative. This should take place within 48 hours of the completion of 14.2.
- 14.4 If the matter remains unresolved and the employee(s) is/are union member(s), it should be discussed/negotiated between representatives of the State Branch of the union(s) concerned, and the relevant senior management of the employer. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance. In addition, if the matter has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
- 14.5 If the matter remains unresolved then, if the parties agree, it may be referred to a mutually acceptable mediator/arbitrator. The parties have the right to refer the matter to the Industrial Relations Commission of NSW.
- 14.6 It is a condition of this Agreement that the procedures will be followed and that there shall be no disruption to work.

15. SIGNATORIES

PUBLIC WORKS DEPARTMENT OF NEW SOUTH WALES


by 

in the presence of 

on 16/4/93 1993.

Signed for and on behalf of

PUBLIC EMPLOYMENT INDUSTRIAL RELATIONS AUTHORITY


by 

in the presence of 

on 4/5/93 1993.

Signed for and on behalf of

PUBLIC SERVICE ASSOCIATION OF NEW SOUTH WALES

by 

in the presence of 

on 31/3/93 1993.