

ENTERPRISE AGREEMENT

NO: E.A. 506 /1994

DATE REGISTERED: 21-12-94

PRICE: \$ 10-00

**OXLEY ELECTRICITY & WATER**

**SURVEY AND ESTIMATING SECTION  
PORT MACQUARIE DEPOT**

**TECHNICAL OFFICERS'  
HOURS OF WORK  
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 Electricity & Water of 47 High Street, Wauchope 2446, on the one part and the employees of the Oxley Electricity & Water in the classification of Technical Officer in the Survey and Estimating Section, Port Macquarie Depot of the other part.

It is agreed by the parties as follows.

2 **Title of Agreement**

This Agreement shall be known as the Oxley Electricity & Water Survey and Estimating Section Technical Officers' Hours of Work Enterprise Agreement.

3 **Intention**

This Agreement shall apply only to employees in the classification of Technical Officer in the Survey and Estimating Section based at the Oxley's Port Macquarie Depot and sets out matters agreed between the parties in relation to hours of work.

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 and the **Oxley Electricity & Water Classifications and Rates of Pay Enterprise Agreement EA340/93**, made in accordance with Division 2 - Enterprise Agreements of the Industrial Relations Act 1991, or other such Agreements or Awards which replace same and which have general application to employees of Oxley Electricity & Water, 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 hours of work for Technical Officers as provided for in this agreement and specifically provides as follows:

6.1 **Working Hours**

The ordinary working hours shall be 40 hours per week between the spread of hours 6.00 am and 6.00 pm, Monday to Friday inclusive.

6.2 **19-Day Month**

The hours of work shall be arranged so as to provide for a 19-day four weeks.

### 6.3 Starting and Ceasing Times

The starting and ceasing times within the spread of hours provided herein shall be as determined by Depot management and shall not be altered unless a minimum of 7 days notice has been given. Provided that by mutual agreement the minimum period of notice may be waived.

### 6.4 Meal Breaks

Meal breaks shall be arranged and taken so that no employee works more than five hours without a break for a meal.

### 6.5 Hourly Rate

Employees covered by this Agreement shall be paid the rate for ordinary hours applicable from time-to-time for the classification and gradings of Technical Officer under the Oxley Electricity & Water Classification and Rates of Pay Enterprise Agreement, or other such Agreement or Award which replaces same and which has general application to employees of Oxley Electricity & Water. The weekly rate of pay applicable under this Agreement shall be the appropriate weekly rate for the classification divided by 38 and multiplied by 40.

## 7 Provision of Motor Vehicle

The employees covered in this Agreement shall be provided with a motor vehicle for normal travel to and from work and shall be permitted full private use of the vehicle in accordance with an agreed lease-back arrangement.

Provided that the Chief Executive may, with the giving of six months notice, withdraw the vehicle in which case it is agreed that this Agreement shall cease to apply from the date the vehicle is withdrawn.

## 8 Disputes Settlement

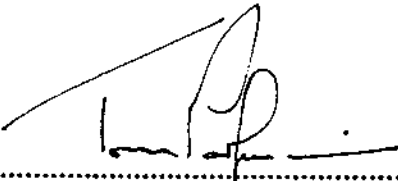
In the event of any dispute arising out of the operation of this Agreement, the parties agree to adopt the procedures as set out in Clause 19 - Disputes Settlement of the Oxley County Council Industrial Agreement No 8707 or other Disputes Settlements procedure replacing same which has general application to the employees of Oxley Electricity & Water.

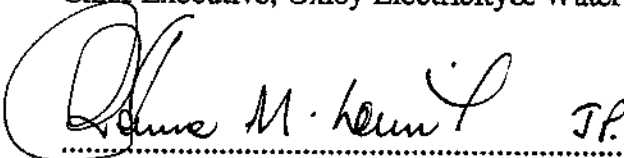
## 9 Term

This Agreement shall operate from the date of registration and shall remain in force for one (1) year unless varied or terminated earlier by the provision provided by the Act. The parties agree that in the event of mutual agreement to terminate the Agreement the terms of this Agreement shall cease to apply from the date upon which mutual agreement is reached.

10 **Declaration of Agreement**

Signed for and on behalf of Oxley Electricity & Water

Signature   
.....  
Chief Executive, Oxley Electricity & Water

Witness  J.P.  
.....

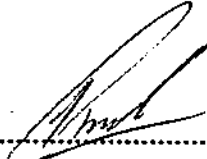
Date 26.10.94  
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**Employees**

Signed by Kim Welsh  
.....

Printed Name KENNETH JOHN WELSH  
.....

Occupation TECHNICAL OFFICER  
.....

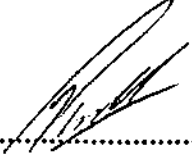
Witness   
.....

Date 14-10-94  
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Signed by Stephen Palmer  
.....

Printed Name STEPHEN JAMES PALMER  
.....

Occupation TECHNICAL OFFICER  
.....

Witness   
.....

Date 14-10-94  
.....

Signed by ..... *D.C. McC...* .....

Printed Name *DUSTENB...* *CHARLES HANCOCK*

Occupation *TECHNICAL OFFICER*

Witness ..... *[Signature]* .....

Date ..... *11-10-94* .....

Signed by ..... *W.E. Pallett* .....

Printed Name *WAYNE EVERETT PILLOT*

Occupation *TECHNICAL OFFICER*

Witness ..... *[Signature]* .....

Date ..... *11-10-94* .....