

ENTERPRISE AGREEMENT

NO: E.A. 1 /1997

DATE REGISTERED: 2-1-97

PRICE: \$ 32 - 00

Orange City Council

Civic Square Staff Enterprise Agreement

1. Title

This Council Agreement shall be known as the Orange City Council, Civic Square Staff Agreement and shall provide the basis for determining the special conditions for staff employed at Council's Civic Square.

2. The Parties

The Enterprise Agreement is made in accordance with the provisions of sections 115 - 142 of the Industrial Relations Act 1991 and the parties to this Agreement are Orange City Council (herein after referred to as the Council) and the Civic Square Staff Works Committee representing employees employed by the Council at the Civic Square.

3. Intention

This Agreement shall apply to all employees employed at the Civic Square which includes staff in the following occupations; Secretary, Clerk, Librarian, Health and Building Surveyor, Engineer, Accountant, Computer Operator, and Manager. The Civic Square is located in Byng Street, Orange.

4. Duration

This Agreement shall operate from the date of registration and shall remain in force for a period of eighteen (18) months unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1991. The negotiation of a Council wide Enterprise Agreement which contains the provisions contained within this Agreement may lead to the termination of this Agreement.

5. Duress

This Agreement was freely entered into, without duress, by all the parties and all the parties support and endorse the provisions contained herein.

6. Objectives

The parties to this Agreement, through work area negotiations have extended working hours to reflect the customer focus of the group and as a tangible implementation of Council's vision of putting people first. This vision and focus will be further enhanced within the term of this Agreement by:

- Continual improvement in the quality of customer service;
- Encouragement and support of team work and self-managed teams;
- Doing "what is best" for Orange.
- A commitment to job redesign, training and workplace safety.

7. Award

Award shall mean the Local Government (State) Award which provides salaries and conditions for the employees of the Council. Apart from clauses specified in this Agreement all other clauses of the Award shall apply.

8. Provisions of the Agreement

The Civic Square Staff Enterprise Agreement shall operate to provide the special conditions of employment detailed for each work area in the Appendices to this Agreement. Conditions of employment not specified in this Agreement shall be established by the Award.

9. Work Area Agreements

Negotiations in each of the work areas in the Civic Square have resulted in the changes to the conditions detailed in the agreements which are appendices to this Enterprise Agreement. These work area agreements are detailed in the appendices as follows:

Appendix	Work Area
A	Administrative Services Area
B	Environment and Construction Services and Planning Approvals Core Area
C	Finance and Computer Services Section
D	Strategic Planning and Operations Core Area
E	Technical Services Administration and Management Staff

10. Grievance Procedures

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative and the company represented by the Association.

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- (ii) A grievance or dispute shall be dealt with as follows:
- (a) The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - (d) If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the General Manager or other authorised officer to the Association for further discussion between the parties.
- (iii) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (iv) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, work is to proceed as normal.

11. Project Review

The operation of this Agreement shall be reviewed, in each of the work areas, in detail within three months of its commencement to ensure consistency with the principles discussed in establishing the extended hours and additional entitlements. Should either party determine at that time that the Agreement is not operating in a manner consistent with these principles, and no agreed variation can be made, then the parties agree that the Agreement will be terminated consistent with Section 124 of the Industrial Relations Act 1991. Should the Agreement be terminated the rates of pay and conditions of employment, applying to employees in the Square shall revert to those which applied prior to the making of this Agreement.

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SIGNED on behalf of
ORANGE CITY
COUNCIL
in the presence of


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Witness



.....
General Manager

SIGNED on behalf of the
CIVIC SQUARE STAFF WORKS
COMMITTEE
in the presence of


.....
Witness


.....
ANDREW SAUNDERS

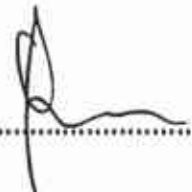
SIGNED on behalf of the
CIVIC SQUARE STAFF WORKS
COMMITTEE
in the presence of


.....
Witness


.....
JASON BELLAMY

SIGNED on behalf of the
CIVIC SQUARE STAFF WORKS
COMMITTEE
in the presence of



.....
Witness


.....
MICHAEL MCGARVEY

SIGNED on behalf of the
CIVIC SQUARE STAFF WORKS
COMMITTEE
in the presence of


.....
Witness


.....
Michael Thorpe

PST ↑ NT > 

SIGNED on behalf of the
CIVIC SQUARE STAFF WORKS
COMMITTEE
in the presence of

Wayne Davis WAYNE DAVIS

.....
Witness

SIGNED on behalf of the
CIVIC SQUARE STAFF WORKS
COMMITTEE
in the presence of


Linda Streeve Linda Streeve

.....
Witness

SIGNED on behalf of the
CIVIC SQUARE STAFF WORKS
COMMITTEE
in the presence of

Whizzard Kerry Blizzard

.....
Witness

St. L. in MT 

APPENDIX "A"

Administrative Services Area

1. Provisions of the Agreement for the Administrative Services Area

The Agreement in the Administrative Services Area shall operate to provide the special conditions of employment detailed below. Conditions of employment not specified in this Agreement shall be established by the Award.

2. Hours of Work

The hours of work for staff employed in the Administrative Services Area shall be increased, as a result of making this Agreement from thirty-five (35) per week to thirty-eight (38) per week. This increase in hours shall be affected by staff abandoning the current Rostered Day Off (RDO) system and working an average of seven (7) hours and thirty-six (36) minutes on each working day. This increase in hours shall be rewarded by the additional pay and entitlements detailed below.

3. Salary Increases

The weekly salaries of staff employed in the Area shall, as a result of the signing of this Agreement, be increased by payment of the equivalent of an additional three (3) hours at the existing hourly rates. This new rate of pay shall apply for all purposes of the Award. This increase shall be in addition to increases in rates of pay which flow from the implementation of Stage 2 of Award Restructuring in the Award.

4. Superannuation Contribution

Staff, who are members of First State Superannuation, may elect to have all or part of the salary increase, referred to in clause 11. Salary Increases, paid as an Optional Employer Superannuation Contribution.

5. Accrued Leave

Each employee in the Area shall receive ten (10) days accrued leave, at the commencement of this Agreement, and a further ten (10) days at the completion of each subsequent year in accordance with this Agreement. This entitlement shall be in addition to entitlements which existed prior to the making of this Agreement. The accrued leave shall be taken at a time which is mutually convenient to management and the employee.

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6. Family Leave

Each employee in the Area shall receive three (3) days additional family leave in each calendar year. This leave shall not reduce the employee's entitlement to sick leave otherwise provided by the Award.

Family leave will be provided to employees in the Area in circumstances additional to those provided for in Clause 17B. Family Leave of the Award. The additional circumstances for the taking of family leave shall be:

- (a) To accompany a relative to a medical appointment where there is no element of emergency, and;
- (b) To meet elder-care requirements of a relative.

7. Leave Entitlements

All leave entitlements shall be based on the thirty-eight (38) hour week.

8. Flexible Working Arrangements

The working hours shall be flexible to allow the accrual of time off in lieu of overtime. Where agreement is reached between management and staff that the overtime shall be taken as time off in lieu, then the time off in lieu shall be accrued at the rate of single time for the first two (2) hours of continuous overtime, and time and one-half thereafter. Time off in lieu shall be taken at a time mutually convenient to the employee and the relevant manager.

9. Long Service Leave

Long service leave shall be available to be taken by employees in the Area in minimum periods of one (1) day.

Payment of pro-rata long service leave entitlements shall be available to an employee from the Area leaving Local Government following the completion of five (5) years continuous service.

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APPENDIX "B"

*Environment and Construction Services and
Planning Approvals Core Area*

1. Provisions of the Agreement

The Agreement shall operate in the Environment and Construction Services and Planning Approvals Core Area to provide the special conditions of employment detailed below. Conditions of employment not specified in this agreement shall be established by the Award.

2. Hours of Work

The hours of work for staff employed in the Environment and Construction Services and Planning Approvals Core Area (the Area) shall be increased, as a result of making this Agreement from thirty-five (35) per week to thirty-eight (38) per week. This increase in hours shall be affected by staff abandoning the current Rostered Day Off (RDO) system and working an average of seven (7) hours and thirty-six (36) minutes on each working day. The additional pay and entitlements detailed below shall be applied for the increase in working hours.

3. Salary Increase

The weekly salaries of staff employed in the Area shall, as a result of the signing of this Agreement, be increased by payment of the equivalent of an additional three (3) hours at the existing hourly rates. This new rate of pay shall apply for all purposes of the Award. This increase shall be in addition to increases in rates of pay which flow from the implementation of Stage 2 of Award Restructuring in the Award.

4. Superannuation Contributions

Staff, who are members of First State Superannuation, may elect to have all or part of the salary increase, referred to in clause 3. **Salary Increase**, paid as an Optional Employer Superannuation Contribution.

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5. Accrued Leave

Each employee in the Area shall receive ten (10) days accrued leave, at the commencement of this Agreement, and a further ten (10) days at the completion of each subsequent year in accordance with this Agreement. This entitlement shall be in addition to entitlements which existed prior to the making of this Agreement. The accrued leave shall be taken at a time which is mutually convenient to management and the employee.

6. Family Leave

Each employee in the Area shall receive three (3) days additional family leave in each calendar year. This leave shall not reduce the employee's entitlement to sick leave otherwise provided by the Award.

Family leave will be provided to employees in the area in circumstances additional to those provided for in Clause 17B. Family Leave of the Award. The additional circumstances for the taking of family leave shall be:

- (a) To accompany a relative to a medical appointment where there is no element of emergency, and;
- (b) To meet elder-care requirements of a relative.

7. Leave Entitlements

All leave entitlements shall be based on the thirty-eight (38) hour week.

8. Long Service Leave

Long service leave shall be available to be taken by employees in the area in minimum periods of one (1) day.

Payment of pro-rata long service leave entitlements shall be available to an employee from the area leaving Local Government following the completion of five (5) years continuous service.

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9. Flexible Working Arrangements

The working hours shall be flexible to allow the accrual of time off in lieu of overtime. Where agreement is reached between management and staff be taken as time off in lieu, then the time off in lieu shall be accrued at the rate of single time for the first two (2) hours of continuous overtime, and time and one-half thereafter. Time off in lieu shall be taken at a time mutually convenient to the employee and the relevant manager.

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APPENDIX "C"

Finance and Computer Sections

1. Provisions of the Agreement

The Agreement shall operate within the Finance and Computer Sections to provide the special conditions of employment detailed below. Conditions of employment not specified in this agreement shall be established by the Award.

2. Hours of Work

The hours of work for staff employed in the Finance and Computer Sections shall be increased, as a result of making this Agreement from thirty-five (35) per week to thirty-eight (38) per week. This increase in hours shall be affected by staff abandoning the current Rostered Day Off (RDO) system and working an average of seven (7) hours and thirty-six (36) minutes on each working day. This increase in hours shall be rewarded by the additional pay and entitlements detailed below.

3. Salary Increases

The weekly salaries of staff employed in the Sections shall, as a result of the signing of this Agreement, be increased by payment of the equivalent of an additional three (3) hours at the existing hourly rates. This new rate of pay shall apply for all purposes of the Award. This increase shall be in addition to increases in rates of pay which flow from the implementation of Stage 2 of Award Restructuring in the Award.

4. Superannuation Contribution

Staff, who are members of First State Superannuation, may elect to have all or part of the salary increase, referred to in clause 10. Salary Increases, paid as an Optional Employer Superannuation Contribution.

5. Accrued Leave

Each employee in the Sections shall receive ten (10) days accrued leave, at the commencement of this Agreement, and a further ten (10) days at the completion of each subsequent year in accordance with this Agreement. This entitlement shall be in addition to entitlements which existed prior to the making of this Agreement. The accrued leave shall be taken at a time which is mutually convenient to management and the employee.

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6. Family Leave

Each employee in the Section shall receive three (3) days additional family leave in each calendar year. This leave shall not reduce the employee's entitlement to sick leave otherwise provided by the Award.

Family leave will be provided to employees in the Section in circumstances additional to those provided for in Clause 17B. Family Leave of the Award. The additional circumstances for the taking of family leave shall be:

- (a) To accompany a relative to a medical appointment where there is no element of emergency, and;
- (b) To meet elder-care requirements of a relative.

7. Leave Entitlements

All leave entitlements shall be based on the thirty-eight (38) hour week.

8. Flexible Working Arrangements

The working hours shall be flexible to allow the accrual of time off in lieu of overtime. Where agreement is reached between management and staff that the overtime shall be taken as time off in lieu, then the time off in lieu shall be accrued at the rate of single time for the first two (2) hours of continuous overtime, and time and one-half thereafter. Time off in lieu shall be taken at a time mutually convenient to the employee and the relevant manager.

9. Long Service Leave

Long service leave shall be available to be taken by employees in the Section in minimum periods of one (1) day.

Payment of pro-rata long service leave entitlements shall be available to an employee from the Section leaving Local Government following the completion of five (5) years continuous service.

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APPENDIX "D"

Strategic Planning and Operations Core Area

1. Provisions of the Agreement

The Agreement within the Strategic Planning and Operations Core Area shall operate to provide the special conditions of employment detailed below. Conditions of employment not specified in this agreement shall be established by the Award.

2. Hours of Work

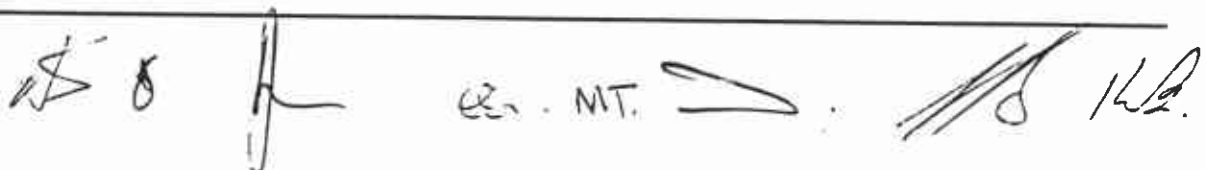
The hours of work for staff employed in the Strategic Planning and Operations Core Area (the area) shall be increased, as a result of making this Agreement from thirty-five (35) per week to thirty-eight (38) per week. This increase in hours shall be affected by staff abandoning the current Rostered Day Off (RDO) system and working an average of seven (7) hours and thirty-six (36) minutes on each working day. This increase in hours shall be rewarded by the additional pay and entitlements detailed below.

3. Salary Increases

The weekly salaries of staff employed in the area shall, as a result of the signing of this Agreement, be increased by payment of the equivalent of an additional three (3) hours at the existing hourly rates. This new rate of pay shall apply for all purposes of the Award. This increase shall be in addition to increases in rates of pay which flow from the implementation of Stage 2 of Award Restructuring in the Award.

4. Accrued Leave

Each employee in the work area shall receive ten (10) days accrued leave, at the commencement of this Agreement, and a further ten (10) days at the completion of each subsequent year in accordance with this Agreement. This entitlement shall be in addition to entitlements which existed prior to the making of this Agreement. The accrued leave shall be taken at a time which is mutually convenient to management and the employee.

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5. Family Leave

Each employee in the work area shall receive three (3) days additional family leave in each calendar year. This leave shall not reduce the employee's entitlement to sick leave otherwise provided by the Award.

Family leave will be provided to employees in the area in circumstances additional to those provided for in Clause 17B. Family Leave of the Award. The additional circumstances for the taking of family leave shall be:

- (a) To accompany a relative to a medical appointment where there is no element of emergency, and;
- (b) To meet elder-care requirements of a relative.

6. Leave Entitlements

All leave entitlements shall be based on the thirty-eight (38) hour week.

7. Flexible Working Arrangements

The working hours for the Administrative Assistant/Cemetery Clerk and the Development Inspector shall be flexible to allow the accrual of time off in lieu equivalent to time worked on weekends. Time off in lieu shall be taken at a time mutually convenient to the employee and the relevant manager.

8. Long Service Leave

Long service leave shall be available to be taken by employees in the area in minimum periods of one (1) day.

Payment of pro-rata long service leave entitlements shall be available to an employee from the area leaving Local Government following the completion of five (5) years continuous service.

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APPENDIX "E"

*Technical Services Administration
and Management Staff*

1. Provisions of the Agreement

The Agreement for Technical Services Administration and Management Staff shall operate to provide the special conditions of employment detailed below. Conditions of employment not specified in this agreement shall be established by the Award.

2. Hours of Work

The hours of work for staff employed in the Technical Services Section shall be increased, as a result of making this Agreement from thirty-five (35) per week to thirty-eight (38) per week. This increase in hours shall be affected by staff abandoning the current Rostered Day Off (RDO) system and working an average of seven (7) hours and thirty-six (36) minutes on each working day. This increase in hours shall be rewarded by the additional pay and entitlements detailed below.

3. Salary Increases

The weekly salaries of staff employed in the Section shall, as a result of the signing of this Agreement, be increased by payment of the equivalent of an additional three (3) hours at the existing hourly rates. This new rate of pay shall apply for all purposes of the Award. This increase shall be in addition to increases in rates of pay which flow from the implementation of Stage 2 of Award Restructuring in the Award.

4. Accrued Leave

Each employee in the Section shall receive ten (10) days accrued leave, at the commencement of this Agreement, and a further ten (10) days at the completion of each subsequent year in accordance with this Agreement. This entitlement shall be in addition to entitlements which existed prior to the making of this Agreement. The accrued leave shall be taken at a time which is mutually convenient to management and the employee.

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5. Family Leave

Each employee in the Section shall receive three (3) days additional family leave in each calendar year. This leave shall not reduce the employee's entitlement to sick leave otherwise provided by the Award.

Family leave will be provided to employees in the Section in circumstances additional to those provided for in Clause 17B. Family Leave of the Award. The additional circumstances for the taking of family leave shall be:

- (a) To accompany a relative to a medical appointment where there is no element of emergency, and;
- (b) To meet elder-care requirements of a relative.

6. Leave Entitlements

All leave entitlements shall be based on the thirty-eight (38) hour week.

7. Flexible Working Arrangements

The working hours shall be flexible to allow the accrual of time off in lieu equivalent to time worked on weekends. Time off in lieu shall be taken at a time mutually convenient to the employee and the relevant manager.

8. Long Service Leave

Long service leave shall be available to be taken by employees in the Section in minimum periods of one (1) day.

Payment of pro-rata long service leave entitlements shall be available to an employee from the Section leaving Local Government following the completion of five (5) years continuous service.

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