

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/66

TITLE: Bourke Shire Council (Camping Out) Enterprise Agreement 2002

I.R.C. NO: IRC3/822

DATE APPROVED/COMMENCEMENT: 18 March 2003

TERM: 18 March 2006

**NEW AGREEMENT OR
VARIATION:** Replaces EA98/242

GAZETTAL REFERENCE: 2 May 2003

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Bourke Shire Council who are engaged in road maintenance sector and transport sector as identified in Council's Staff Structure and who fall within the coverage of the Local Government (State) Award 2001

PARTIES: Bourke Shire Council -&- the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

BOURKE SHIRE COUNCIL (CAMPING OUT) ENTERPRISE AGREEMENT 2002

BACKGROUND

POLICY

1. Title of Agreement

This agreement shall be known as the Bourke Shire Council (Camping Out) Enterprise Agreement 2002 (hereinafter called "the Agreement").

2. Parties to the Agreement

The parties to this Agreement are the Bourke Shire Council (hereinafter called "the Council") and the Federated Municipal and Shire Council Employees' Union of Australia, NSW Division (hereinafter called the Union).

3. Coverage

This Agreement covers all current and future employees (hereinafter called "Enterprise Agreement Employees") who are or will be engaged in;

Road Maintenance Sector & Transport Sector as identified in Council's Staff Structure.

whether members of the Union or not.

4. Enterprise

The Enterprise for which the Agreement is made is the Council.

5. Term of the Agreement

- a) 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 Relations Commission of NSW and shall remain in force for a period of three (3) years.
- b) This agreement shall rescind and replace the Bourke Shire Council Department Engineering Services Camping Out Enterprise Agreement (1998) (registered 3 September 1998).
- c) The parties to the Agreement agree that it is intended that this Agreement represent in general terms the original Agreement (registered on 11th March 1994) as amended.

6. Notice of Termination of Agreement

- a) Either party has the right to terminate this Agreement.
- b) In the event that either party desires to terminate the Agreement, then that party must give six (6) months notice in writing to the other party of its intention to terminate the Agreement.

7. Variation to the Enterprise Agreement

This Agreement may only be varied by mutual agreement in writing between the Union and the Council.

8. Freely Entered Into

The parties affirm that this Enterprise Agreement was not entered into under duress.

9. Incidence

Except as herein provided, Enterprise Agreement Employees shall be bound by and subject to the appropriate conditions of employment as set out in The Local Government (State) Award 2001 and the *Industrial Relations Act 1996*.

10. Camping Out

- a) "Camping Out" shall be defined as the process by which Enterprise Agreement Employees undertake duties without returning to their place of residence at the end of each working day, and remain overnight at a campsite provided by the Council.

11. Hours of Work

All Enterprise Agreement Employees shall work one hundred and fifty (150) hours per four-week period, as per the following:

- a) Fifty (50) ordinary hours per week, Monday through to Friday, on an inclusive basis. Such time Monday to Friday, shall be a week under this Enterprise Agreement.
- b) Such fifty (50) hours per week shall be worked in three (3) consecutive weeks, to be described as "working weeks" and the Enterprise Agreement Employees shall not be required in the fourth week, except as provided in Clause c) below. The fourth week is to be described as a "rostered week off".
- c) Enterprise Agreement Employees may by mutual agreement with management work an additional week or weeks consecutively in addition to the initial three (3) week period, provided that this period does not extend beyond six (6) weeks, with accrued rostered time off to be taken at the expiration of the work period.

12. Spread of Hours - Ordinary Hours

- a) Hours shall be worked in accordance with Clause 15 of The Local Government (State) Award 2001
- b) No Enterprise Agreement Employee shall be required to leave his place of residence prior to 5:00am Monday to Friday inclusive
- c) Ordinary Hours

The following hours are recognised as "Ordinary Hours" for Enterprise Agreement Employees:

For Road Maintenance Sector and Transport Sector employees involved in Camping Out:

Monday	7:00am to 6:30pm (on site at 7:00am subject to travelling time being no more than two (2) hours)
Tuesday - Thursday	6:45am to 6:30pm
Friday	6:45am to 1:00pm (finish on-site prior to lunch)
Morning Tea	9:30am to 9:40am
Lunch	12:30pm to 1:15pm

- d) Hours of Work

When a public holiday occurs other than on a Monday to allow employees to return to Bourke to do banking etc., there shall be a local agreement negotiated between the employees and Council's management.

In the two weeks before the Public Holiday (other than on a Monday), there shall be an arrangement where extra hours are worked to allow the employees to leave the job early the day before the public holiday (other than on a Monday) to arrive in Bourke during business hours to take care of personal business.

Timesheets will show actual starting and finishing times worked.

13. Travelling to and from Work

- a) Camping Out Employees shall;

be paid two (2) hours at the appropriate overtime rate at the beginning and end of each full week worked to enable them to travel to and from the work site, on the understanding that travelling time in excess of two (2) hours shall be part of the hours of the week, and employees absent on the first or last working day of the week shall not be paid travelling for that day.

If an employee does not attend the camp for a full week, special provisions will apply, related to the appropriate two hours overtime paid at the beginning "full week". If travel is in Council's time, if an employee misses a day for any reason, the payment of overtime shall not be paid. If the employee travels out in Council's time with a works supervisor to the site payment will not be made.

If the employee travels to the work site in a Council vehicle outside of normal working hours, payment of overtime shall be made at the appropriate over time rate.

shall commence work as soon as practicable after arriving on-site.

14. Holidays

- a) Holidays shall be those days identified in The Local Government (State) Award 2001, Clause 17. Such Holidays shall be taken on the day it falls due. There will be no payments of any type due to any employee who chooses to travel to and/or from the Depot for the Holiday for which purpose Council will provide transport outside ordinary hours
- b) If the Holiday falls due in an Enterprise Agreement Employee's rostered week off, the Enterprise Agreement Employee shall accrue to his/her benefit an additional day's leave at ordinary rate of pay, to be taken at a mutually agreed time.

15. Camping Out Allowance

- a) Except as provided for in sub-clause b) and c) below, each Enterprise Agreement Employee who is engaged in the Road Maintenance and Transport Sectors, shall receive the Camping Out Allowance identified in The Local Government (State) Award 2001, Clause 11(vii) and calculated on the basis of each Enterprise Agreement Employee being deemed to have camped out over twenty (20) nights in each four (4) week cycle, being three (3) consecutive working weeks and one (1) rostered week off.
- b) No Camping Out Allowance shall be paid for Public Holidays, nor for any periods of leave or Workers' Compensation.
- c) Enterprise Agreement Employees who start and finish work at Council's Depot will only be paid Camping Out Allowance for those working days, where upon mutual agreement with management the employee elects to commence work an hour earlier than as usually provided for. In this instance, no overtime payment will be claimed nor be paid for, for the additional hour worked.

16. Overtime

- a) The Local Government (State) Award 2001, Clause 16 shall apply at the expiration of the fifty (50) ordinary hours each working week.
- b) All overtime worked in any other circumstances shall be regulated by The Local Government (State) Award 2001, Clause 16.

17. Disputes Procedure

- a) The Disputes Procedure, which shall apply in respect of this Agreement, is as set out within the *Industrial Relations Act 1996*.
- b) In the event of an inability to resolve any dispute, assistance from The Industrial Relations Commission of NSW shall be sought as provided for under the *Industrial Relations Act 1996*.

18. Union Membership

The Council recognises the role of unions generally under the *Industrial Relations Act 1996*. In this regard, the Council is supportive of employees having free choice to become members of The Union, or not: and incidental to that support, agrees to:

Alert new employees as to the existence of The Union and provide to them the name of the local representative or Union delegate, and

Make payroll deductions, subject to the employee having executed the appropriate payroll deduction authority.

Signatories to
The Bourke Shire Council
Camping Out Enterprise Agreement

Signed for and on behalf of BOURKE SHIRE COUNCIL

GENERAL MANAGER

Date

Signed for and on behalf of The Federated
Municipal Employees Union, NSW Branch

Secretary

Date