

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA16/5

TITLE: AlburyCity Airport Officers' Enterprise Agreement 2016-2019

CASE NO: 2015/00170816

DATE APPROVED/COMMENCED: 24 June 2016 / 24 June 2016

TERM: 36 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: Serial C8587

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement shall cover all employees who are engaged in the position of Airport Officer and work on the basis of a four (4) person, seven (7) day a week rotating roster system at AlburyCity Council located at 553 Kiewa Street, Albury NSW 2640.

PARTIES: AlburyCity-&-New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

AlburyCity

Airport Officers'
Enterprise Agreement 2016-2019.

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DEFINITIONS

Agreement	AlburyCity Airport Officers' Agreement 2016
Award	<i>Local Government (State) Award 2014 or any successor Award</i>
Council	AlburyCity
Commission	The Industrial Relations Commission of New South Wales

PART A – SCOPE OF THE AGREEMENT

AGREEMENT TITLE

1. This Agreement is to be referred to as the AlburyCity Airport Officers' Agreement 2016.

PARTIES BOUND BY THE AGREEMENT

2. The parties to this Agreement are:
 - A. AlburyCity (Council), and
 - B. New South Wales Government, Clerical, Administration, Energy, Airlines and Utilities Union (USU).

COVERAGE AND OPERATION OF THE AGREEMENT

3. This Agreement shall cover employees who are engaged in the position of Airport Officer and work on the basis of a four (4) person, seven (7) day a week rotating roster system.
4. This Agreement provides arrangements for the following:
 - A. Hours of work;
 - B. Rates and inclusions within the annualised salary; and
 - C. On-call arrangements.

COMMENCEMENT DATE

5. This Agreement will commence to operate from the first full pay period on or after it is approved by the Commission (the commencement date).

NOMINAL EXPIRY DATE

6. This Agreement shall have a nominal term of three (3) years. This Agreement shall remain in force until terminated in accordance with the *Industrial Relations Act 1996* (NSW).
7. This Agreement may be terminated at any time subject to the approval of both parties. Termination shall not be effective until written notification of such approval is provided to the Industrial Registrar in accordance with the *Industrial Relations Act 1996* (NSW).
8. The parties agree to commence renegotiation of this Agreement no later than six (6) months prior to the nominal expiry date.

RELATIONSHIP TO THE AWARD

9. Where there is an inconsistency between this Agreement, the Award, Council policies or a contract of employment then the provisions of this Agreement will prevail over any other document to the extent of any inconsistency.

ANTI-DISCRIMINATION

10. The parties agree to be bound by the obligations outlined in clause 3 ('Anti-Discrimination') of the Award.

AGREEMENT NOT ENTERED INTO UNDER DURESS

11. This Agreement was not entered into under duress or coercion by the parties to the Agreement.

PART B – OPERATIVE PROVISIONS

ALL PREVIOUS ARRANGEMENTS REPLACED

12. All previous arrangements for the subject matter listed in clause 4 of this Agreement, dealt with under an Award, Agreement, Council Policy or contract of employment, are rescinded and replaced by the terms of this Agreement.

HOURS OF WORK

13. Ordinary Hours shall be arranged in accordance with APPENDIX A. Each employee will work seventeen (17) shifts over a four (4) week cycle comprising one hundred and fifty two (152) hours and eleven (11) days off.
14. Employees will be given a roster which specifies their starting and finishing times of work and the days on which they are rostered to work.
15. The roster may be changed at any time to meet operational requirements.

RATES OF PAY AND INCLUSIONS UNDER THE ANNUALISED SALARY

16. The ordinary rate of pay shall be based on the employee's relevant position Grade and Step in accordance with Council's Salary System. Each employee shall receive an annualised salary which has regard to the attached roster arrangement (Appendix A) and the conditions of this Agreement.
17. The annualised salary over 52 weeks shall provide for:
 - A. 169 x Monday to Friday 9 hour day shifts;
 - B. 13 x Saturday 9 hour day shifts;
 - C. 13 x Saturday 8.5 hour day shifts;
 - D. 13 x Sunday 9 hour day shifts;
 - E. 13 x Sunday 8.5 hour day shifts;
 - F. 13 x On Call Allowances (weekly rate);
 - G. 4.5 hours (half a day) ordinary time payment for each Public Holiday averaged for each of four employees over a year to account for the occasions (if any) that an employee is required to be on-call on a Public Holiday.
 - H. L1 Adverse Working Conditions Allowance (weekly rate);
 - I.
 - Option 1
Payment in lieu of one weeks' Annual Leave included in annualised salary and 4 weeks taken as time off.
 - OR
 - J.
 - Option 2
5 weeks' Annual Leave taken as time off.

18. Having regard to 17.1 above, annual leave accrual and associated arrangements shall be based on four (4) weeks per year of service.

19. As payment at ordinary time rates for Public Holidays is included in the annualised salary, an additional amount equivalent to time and a half will be paid for the hours worked on a Public Holiday on the basis of the details recorded on timesheets

20. Payment of any pre-arranged or planned overtime will be in accordance with the Award, at the annualised hourly rate. Payment for these hours will be in accordance with the details recorded on timesheets.

On-Call

21. Employees covered by this Agreement will be required to participate in an on-call roster for no more than one (1) week (i.e. seven (7) days) in each four (4) week cycle.

22. An on-call employee must be contactable and able to respond to an on-call duty by attending the location within 45 minutes of receiving the call.

23. An on-call employee may, in exceptional circumstances, at the discretion of the Team Leader Airport, be granted a break (without loss of pay) prior to being required to attend work on the day following an on-call incident.

Time off at short notice

24. Employees needing to take time off at short notice (other than in the case of sick leave) shall arrange to swap equivalent shifts with another employee on the roster.

25. Any requests to change rostered arrangements, particularly in relation to weekends and Public Holidays must be for bona fide reasons and endorsed by the Airport Team Leader.

Roster flexibility

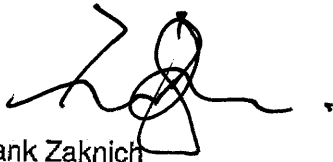
26. There shall be general acceptance that employees covered by this Agreement will cooperate with management in altering start and finish times of shifts to cover the span of Airport operations in cases of employee absence. Alterations may be implemented by management in cases of planned and unplanned absence particularly when these occur at short notice.

GRIEVANCE AND DISPUTE RESOLUTION

27. The parties agree to be bound by the obligations outlined in clause 35 of the 2014 Award or as amended or superseded.

PART C- SIGNATORIES TO THE AGREEMENT

Signed on behalf of AlburyCity



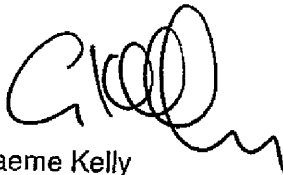
Frank Zaknich
General Manager
AlburyCity



Witness


Date: 30.5.16

Signed on behalf of the United Services Union



Graeme Kelly
General Secretary
United Services Union

Date: 26th may 2016

Witness 

Date: 26.5.16

