



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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RIVERINA WATER COUNTY COUNCIL ENTERPRISE AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

(Case No. 202252 of 2025)

Before Commissioner McDonald

21 July 2025

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PART A

1. Title

This document, however so defined or described at law, shall be known as the Riverina Water Council Enterprise Award 2025 (hereinafter referred to as the "Award").

2. Coverage and Parties

This Award shall apply to Riverina Water County Council, (hereinafter referred to as "Riverina Water") at 91 Hammond Avenue, Wagga Wagga, New South Wales, and its employees excepting the Chief Executive Officer and Senior Executive Staff who are covered by a contract of employment dated prior to 1 July 2024. Senior Executive Staff who accept a contract of employment that takes effect after 1 July 2025, will be covered under this Award.

Where the Riverina Water County Council Enterprise Award 2025 is silent, the terms of the Local Government (State) Award 2023 (or its' successor) will apply. The Enterprise Award will not be taken as silent where it deals with the same matters as the Local Government (State) Award.

The parties to this Award are Riverina Water, the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU); the Electrical Trades Union of Australia, New South Wales Branch (ETU); and Local Government Engineers' Association of New South Wales (LGEA).

NOTE: The Enterprise Award will be taken to 'deal with the same matters' where it covers a field of subject matter. For example, where the Enterprise Award includes any clause in respect to annual leave, only those such provisions will apply, despite the Local Government (State) Award making other provisions in respect of annual leave which are not contemplated under the Enterprise Award.

3. Date and Period of Operation

This Award shall commence on and from 14 July 2025 and shall remain in force up until 30 June 2028. This Award may be varied or rescinded:

- (i) At any time with the mutual consent of all parties to the Award;
- (ii) At any time by the Industrial Relations Commission of New South Wales if the Industrial Relations Commission of New South Wales considers that it is not contrary to the public interest to do so and that there is a substantial reason to do so;
- (iii) At any time by a court or tribunal in accordance with applicable employment law.

This Award shall cease to have force and effect on 30 June 2028. This Award shall rescind and replace the Riverina Water County Council Award 2022, published 20 January 2023 (393 I.G. 1351).

4. Objectives

- a) The parties to the Award are committed to co-operating positively to increase the productivity, structural efficiency and financial sustainability of Local Government and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- improve skill levels and establish skill-related career paths;
- eliminate impediments to multi-skilling;
- broaden the range of tasks which a worker may be required to perform;
- achieve greater flexibility in workplace practices;
- eliminate discrimination;
- establish rates of pay and conditions that are fair and equitable;
- work reasonable hours;
- promote job security;
- ensure and facilitate flexibility for work and family responsibilities;
- ensure the delivery of quality services to the community and continuous improvement;
- encourage innovation;
- promote cooperative and open change management processes; and
- promote the health and safety of workers and other people in the workplace

Recognition of the contributions of all employees to improvements in productivity, efficiency, and their participation in the achievement of these objectives.

Provision of terms and conditions of employment in conjunction with operational policies and procedures.

- b) Anti Discrimination

- i) It is the intention of the parties bound by this Award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which by its terms or operation has a direct or indirect discriminatory effect.
- iii) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- iv) Nothing in this clause is to be taken to affect:
 - a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- b) offering or providing junior rates of pay to persons under 21 years of age;
- c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion"

5. Future Negotiations

At least six months before the expiry of this Award the parties are to commence negotiations for a replacement enterprise award.

6. Enterprise Agreements

The parties to this Award recognise that enterprise agreements and/or Council agreements may be entered into for alternative provisions to those in this Award.

6A. Definitions

- (i) Unless otherwise provided in this Award:
 - a) Riverina Water means Riverina Water County Council. This definition shall be read subject to the allocation of responsibilities as specified in the *Local Government Act 1993* (NSW).
 - b) Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
 - c) Complying superannuation fund has the same meaning as in the *Superannuation Industry (Supervision) Act 1993* (Cth).
 - d) Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
 - e) Chief Executive Officer shall mean a person appointed in accordance with section 334 of the *Local Government Act 1993* (NSW) to discharge the duties and responsibilities of the office of General Manager as set out in section 335 of the *Local Government Act 1993* (NSW) and such other duties that a council may delegate to the Chief Executive Officer. When carrying out these duties, the Chief Executive Officer is acting on behalf of the council.
 - f) Notional Week means 35 hours for an employee who is engaged under clause 18(iii)(a) or 38 hours for an employee who is engaged under clause 18(iii)(b).
 - g) Ordinary Pay means remuneration for the employee's normal weekly number of ordinary hours of work. Ordinary pay shall include, but not be limited to the employee's salary system rate of pay and the following allowances where they are received:

- Hours of work flexibility agreements allowances
- Civil liability allowance
- Tool allowance

Where this Award otherwise applies an additional entitlement to the calculation of ordinary pay this will be applied, for example - Long Service Leave.

- h) Rostered Day Off means, non-working day for full-time employees pursuant to an arrangement of ordinary hours under clause 18(iii), where the employee within two weeks, is granted four days off and one additional day off (the ‘rostered day off’).
- i) Salary system rate of pay means the rate of pay that is payable to an employee in accordance with the employer’s salary system
- j) Superannuation contributions means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any additional superannuation contributions, and any additional superannuation contributions made by way of salary sacrifice.
- k) Union means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU); and the Local Government Engineers’ Association of New South Wales (LGEA); and Electrical Trades Union of Australia (ETU), New South Wales Branch.

7. Workplace Arrangements and Consultative Process

a) Aim

The parties to the Award are committed to consultative and participative processes. There shall be a consultative committee at Riverina Water which shall:

- (i) Provide a forum for consultation between Riverina Water and its employees;
- (ii) Positively co-operate in workplace reform to enhance the efficiency and productivity of the Riverina Water and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.
- (iii) The term ‘consultation’ is understood as a process of seeking information, seeking advice, exchanging views and information, and taking the views and information into consideration before making a decision.

b) Size and Composition

- (i) The size and composition of the consultative committee shall be representative of Riverina Water’s workforce and agreed to by council and the local representatives from the following unions: the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU); the Electrical Trades Union of Australia, New South Wales Branch and Local Government Engineers' Association of New South Wales (LGEA) and such agreement shall not be unreasonably withheld.
- (ii) The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at Riverina Water.
- (iii) Officers of the union(s) or Local Government NSW may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

- c) Scope of Consultative Committee
 - (i) The functions of the consultative committee shall include:
 - (a) Award implementation
 - (b) training
 - (c) consultation with regard to organisation restructure
 - (d) job redesign
 - (e) salary systems
 - (f) communication and education mechanisms
 - (g) performance management systems
 - (h) changes to variable working hours arrangements for new or vacant positions
 - (i) local government reform
 - (ii) The consultative committee shall not consider matters which are being or should be processed in accordance with Award, Clause 11 - Disciplinary and Counselling Procedure.
- d) Meetings and Support Services
 - (i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to council should note the dissenting views.
 - (ii) The consultative committee shall meet as required.

8. Workplace Change and Redundancy

- (i) Employer's Duty to Notify a Proposed Change in Organisation Structure
 - (a) Where the employer proposes a change in the organisation structure that is likely to have significant effects on employees and/or result in a reduction in the size of the employer's workforce, the employer shall notify the employee(s) who may be affected by the proposed change and the union(s) to which they belong, at least twenty-eight (28) days before the change is implemented.
- (ii) Riverina Water's Duty to Notify
 - (a) Where Riverina Water has made a decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the Riverina Water shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Riverina Water's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
 - (c) Provided that where the Award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (iii) Riverina Water's duty to Discuss Change
 - (a) Riverina Water shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses (i) (ii)(a) and (ii)(b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.

- (b) The discussion shall commence as early as practicable after a decision has been made by Riverina Water to make the changes referred to in sub-clause (i) (ii)(a) and (ii)(b) of this clause.
 - (c) For the purposes of the discussion, the Riverina Water shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).
- (iv) Discussion Before Termination
 - (a) Where Riverina Water has made a decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i) (ii)(a) and (ii)(b) of this clause and that decision may lead to the termination of employment, Riverina Water shall hold discussions with the employee directly affected and with the union to which they belong.
 - (b) The discussion shall take place as soon as it is practicable after Riverina Water has made a decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.
 - (c) For the purposes of the discussion, Riverina Water shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that Riverina Water shall not be required to disclose confidential information the disclosure of which would adversely affect Riverina Water.
- (v) Notice to Centrelink

Where a decision has been made to terminate employees, Riverina Water shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vi) Notice of Termination
 - (a) Four weeks' notice to terminate or pay in lieu thereof shall be given except in cases where the employee is 45 years of age or over with 5 years' service, where 5 weeks' notice shall be given.
 - (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
 - (1) Three (3) months' notice of termination; or
 - (2) Payment in lieu of the notice in Sub Clause (1) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (3) The full notice period in Sub Clause (1) above shall be deemed to be service with Riverina Water for the purposes of calculating leave entitlements under this award, regardless of whether part payment in lieu thereof is provided.
- (vii) Severance Pay
 - (a) This subclause shall apply where an employee is terminated due to redundancy. Riverina Water shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within Riverina Water's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

- (b) In addition to any required period of notice, and subject to Sub Clause (vi) of this clause, the employee shall be entitled to the following:

Completed Years of Service with Council	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and less than 15 years	34 weeks pay
15 years and less than 20 years	38 weeks pay
20 years and thereafter	an additional two weeks per annum to a maximum of 52 weeks.

- (viii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they have remained in Riverina Water's employment until the expiry of the notice period.
- (ix) During a period of notice of termination given by Riverina Water, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by Riverina Water the employee shall provide proof of attendance at an interview.
- (x) A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,000 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with Riverina Water or until the employee secures alternative employment, whichever is the sooner.
- (xi) If the employee agrees to be redeployed by Riverina Water into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (xii) The council shall, upon receipt of a request from an employee to show employment has been terminated, provided to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (xiii) Riverina Water shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Services Australia - Centrelink.
- (xiv) In the event that Riverina Water determines that a position is redundant, Riverina Water where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xv) Nothing in this Award shall be construed so as to require the reduction or alternation of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this award.

- (xvi) Subject to an application by Riverina Water and further order of the Industrial Relations Commission of New South Wales (or such other person or body agreed to by all parties to the Award), Riverina Water may pay a lesser amount (or no amount) of severance pay than that contained in Sub Clause (vii) above if Riverina Water obtains acceptable alternative employment for an employee.
- (xvii) Nothing in this clause shall restrict an employee with twenty years' service or more and Riverina Water from agreeing to further severance payments.
- (xviii) No Forced Redundancy in Event of Amalgamation / Boundary Change.
 - (a) This clause shall apply in the event of a proposal by the Minister and/or decisions to amalgamate, or otherwise merge, or change the boundary of Riverina Water with other councils and/or local government authorities.
 - (b) This clause shall apply from the date of a proposal by the Minister for amalgamation or boundary change and will continue until either the Minister declines to recommend a proposal for amalgamation or boundary change or for a period of three years following the transfer of employment of an employee to the new council/local government authority, following a proclamation.
 - (c) An employee, without the employee's agreement, must not be terminated on the grounds of redundancy under this clause. That is, the protection against forced redundancy is to take effect from the date of any proposal for amalgamation or boundary change being made by the Minister and will either end if the Minister declines to recommend the proposal and no change is made, or will remain in force for a period of three years following the transfer of an employee to a new council/ local government authority, following a proclamation.

9. Grievance and Disputes Resolution Procedure

- (i) The dispute resolution procedure will be used to deal with all disputes arising out of the employer-employee relationship.

Step 1: The grievance or dispute should firstly be discussed between the employee or employees concerned and the relevant immediate area or unit supervisor.

Step 2: If the matter is still not settled, the nature of the grievance or dispute and the remedy sought should be put in writing and submitted to the relevant immediate area or unit supervisor who shall arrange a conference with senior management and if requested, the employee/s representative.

Steps 1 and 2 should be completed within five (5) days.

Step 3: If the matter is still not settled, a conference should be held if requested by the employee/s, between an Official of their union and Riverina Water's appointed representative.

Step 3 should be arranged within five (5) days.

Step 4: If the matter is still not resolved, Riverina Water and the employee/s may refer the matter to an agreed mediator for a mediation conference which should be attended by the employee and if requested their union representative and a person with appropriate authority from Riverina Water. The costs of the mediation shall be borne by Riverina Water.

The mediation conference is to not be held in a legalistic manner and shall be approached by all to bring about an agreed solution; the mediator will not make decisions or impose a solution on the parties unless requested to do so, in writing, by both parties.

If a settlement is reached, the terms of settlement shall be written down and signed by both parties and the mediator before the mediation conference is terminated and it should be binding on the parties and enforceable.

Either party may terminate the mediation conference, in writing at any time.

Step 5: If the matter is still not settled either party may apply to the Industrial Relations Commission to enable the matter to be settled by conciliation/arbitration.

- (ii) At the request of the employee/s, their union and Riverina Water may agree in stating a case for the opinion of the Commission on arising out of the employer-employee relationship. The parties will use this procedure to resolve grievances and disputes.
- (iii) While a dispute is being dealt with under the dispute resolution procedure the status quo is to be maintained; that is the situation that existed immediately prior to the issue that gave rise to the dispute.
- (iv) While a dispute is being dealt with under the dispute resolution procedure work is to continue as normal. The process will not be accompanied by industrial action.
- (v) This procedure shall not prevent Riverina Water, or if the employee/s request their union making direct representations to one another on any matter giving rise to or likely to give rise to a dispute or grievance.

10. Terms of Employment

(i) Probationary Periods

Riverina Water, when offering employment may include a probationary period of employment of up to three (3) months (with scope for extension of the probationary period up to a further three (3) months) in the letter of offer of employment. Where the period of probation is extended, the employee shall be given the reasons in writing.

(ii) Termination of Employment

(a) Notice of Termination

Riverina Water shall give to an employee and an employee shall give to Riverina Water notice of termination of employment of not less than four (4) weeks. The period of notice may be reduced by mutual agreement with the Chief Executive Officer.

Except where the period of notice is reduced by mutual agreement with the Chief Executive Officer, payment or part payment in lieu of the notice shall be made by Riverina Water if the full notice or part notice is not given. If the employee fails to give notice or gives incomplete notice, Riverina Water shall withhold payment in lieu of notice or part notice from any termination payment due to the employee.

The period of notice shall not apply to dismissal for conduct justifying instant dismissal, casual employees, or temporary employees at the end of their period of temporary employment.

(b) Statement of Employment

Riverina Water shall, on request from an employee ceasing employment, give the employee a written statement specifying the period of employment, the employee's classification and the type of work performed by the employee.

(iii) Time off Work During the Period of Notice

An employee working during notice of termination shall be allowed at least one day off with pay to look for work. Time off shall be convenient to the employee after consultation with Riverina Water. Further time off may be granted at Riverina Water's discretion.

11. Disciplinary and Counselling Procedure

(a) Employee's Rights

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

(b) Employer's Rights and Obligations

Notwithstanding the procedures contained below, Riverina Water shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) Suspension without pay during an investigation shall be for a period of not more than two (2) weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to seven (7) days or such greater period by agreement.
 - (b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - (c) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (d) Council shall not unreasonably refuse an application for paid leave under this provision.
 - (e) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 10 - Termination of Employment, Subclause (ii).
- (v) Be entitled to request the presence of a union representative at any stage.

(c) Procedures

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct

and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of Riverina Water.

- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
 - (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of Riverina Water and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
 - (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
 - (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
 - (vi) All formal warnings shall be in writing.
 - (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.
- (d) Penalties

After complying with the requirements above, Riverina Water may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for two (2) weeks from the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time.
- (iii) Terminate the employment of the employee.

12. Part Time Employment

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 18 - Hours of Work of this Award.
- (ii) Prior to commencing part-time work Riverina Water and the employee shall agree upon the conditions under which the work is to be performed including:
 - a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - b) The nature of the work to be performed.
 - c) The rate of pay as paid in accordance with this Award
- (iii) The conditions may also stipulate the period of part-time employment.

- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained Riverina Water. A copy of the conditions and any variations to them must be provided to the employee by the council.
- (vi)
 - a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
 - b) In such cases Riverina Water and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vii)
 - a) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement.
 - b) Where an employee is required to work hours outside their agreed hours, the provisions of Clause 23 - Overtime shall apply.
- (viii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (ix) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (x) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

13. Term Contracts

- (i) Riverina Water may only employ a person on a term contract of employment in the following situations:
 - (a) For the life of a specific task or project that has a definable work activity, or
 - (b) To perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or
 - (c) To perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is not longer than is reasonably necessary to undertake recruitment for the vacant position, or
 - (d) To temporarily replace an employee that is on approved leave, secondment, workers compensation or acting in a different position, or
 - (e) To undertake training and work as a graduate, trainee, apprentice or as part of a student work experience program in conjunction with an education institution, or
 - (f) To trial a new work area, provided that the duration is not longer than is reasonably necessary to trial the new work area, or
 - (g) To perform the duties associated with a vacant position during the intervening period between when a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;

- (h) To accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions).
- (i) Not to be paid less than the rate of pay set in the salary system for that position.
- (j) Such a term contract position shall not be used to replace an existing position, except in the instances identified in sub paragraphs (c),(d) and (g) above.
- (k) Any position that extends beyond 12 months shall be reviewed by the consultative committee.
- (ii) Excluding employees engaged under clause (i)(e) above, the maximum term of employment of a term contract is two (2) years
 - (a) Following review under 13 (i)(k) of this clause, an extension of up to 12 months may be granted.
 - (b) Where an employee has reached three (3) years of employment on a term contract including 1 extension, and the work they have been employed to do is ongoing:
 - i) Where the role is project based, and the project continues, a further extension may be granted until completion of the project, subject to consultation with the Staff Consultative Committee.
 - ii) Where the work is not project based but is ongoing, consideration will be given to creating a permanent role in the organisational structure.
- (iii) Clause 13(ii) only takes effect for an employee, who is employed after 1 July 2025.

14. Casual Employees

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii)
 - a) A casual employee shall not:
 - 1. Replace an employee of Riverina Water on a permanent basis; or
 - 2. Be engaged by Riverina Water on a permanent basis.
 - b) An employee engaged under this clause for a period in excess of 12 months may request that Riverina Water reviews the nature of their engagement.
 - 1. A review under paragraph (ii) (b) shall examine whether or not the position is more appropriately filled by a permanent employee. In undertaking this review the Riverina Water shall have regard to the following matters.
 - The genuine operational reasons that align with the nature of the role;
 - The service requirements of the position;
 - The seasonal nature of the role;
 - If the position is contingent upon external funding; and
 - Any other relevant matter.
 - 2. As a result of a review conducted under paragraph (ii) (b) an employee may be invited to apply for a permanent position with Riverina Water.
- (iii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 18 - Hours of Work.

- (iv) Casual employees who work in excess of the usual ordinary hours or outside usual working hour are entitled to penalty rates prescribed by Clause 23 - Overtime, Subclause (iii). The penalties are calculated on the ordinary hourly rate.
- (v) Subject to Clause 23 - Overtime, Subclause (i) and subclause (ii), a casual employee will not be offered to work overtime in a position held by a permanent employee of Riverina Water, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 18 - Hours of Work.
- (vi) In addition to the amounts prescribed by Subclause (ii) of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid parental leave prescribed by the Award. Casual loading is not payable on overtime.
- (vii) Casual employees engaged on a regular and systematic basis shall:
 - a) Have access to annual assessment under Riverina Water's salary system.
 - b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on Riverina Water's structure.
- (viii) Carer's entitlements shall be available for casual employees as set out in Clause 28 - Sick and Carer's Leave, Subclause (vii), of this Award.
- (ix) Bereavement entitlements shall be available for casual employees as set out in Clause 38 - Bereavement Leave Subclause (ii).
- (x) Family and Domestic Violence Leave entitlements shall be available for casual employees, as set out in, Clause 33 - Family and Domestic Violence of this Award.

15. Job Share Employment

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
 - (a) Job sharing shall be entered into by agreement between Riverina Water and the employees concerned.
 - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) Riverina Water and the job sharers shall agree on the allocation of work between job sharers.
- (iv)
 - (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 18 - Hours of Work of this Award.
 - (b) The job sharers in conjunction with Riverina Water shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)
 - (a) In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.

- (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee is required to work hours outside their agreed hours the provisions of Clause 23 - Overtime, shall apply.
- (vii) Riverina Water must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
 - (a) Job sharers shall have access to all provisions of this Award including training and development.
 - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
 - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
 - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (viii) In the event of a job sharer vacating the position council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (ix) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by Riverina Water.

16. Appointments and Grading

- (i) Appointment and, promotion shall be subject to:
 - (a) The employee's satisfactory performance of duties and functions, and
 - (b) The employee undertaking, employer endorsed training relative to the employee's duties and functions whenever required.
- (ii) Riverina Water shall maintain a job evaluation system to determine the award classification rate of pay for each position. The job evaluation system shall be used where the duties, functions, responsibilities and skill requirements of a position are altered.
- (iii) The parties to the Award are committed to conducting a comprehensive review of the Riverina Water job evaluation system, the scope of which will be outlined in a memorandum of understanding agreed to by the parties. The review will involve consultation with relevant stakeholders, including employees, management, and external experts, to ensure a comprehensive and balanced assessment. The review will:
 - (a) Assess the existing job evaluation methodology and skill system; and
 - (b) Implement and support recommendations arising from the assessment of the existing job evaluation system.

Subject to exceptional circumstances and/or delays that cannot be attributed to Riverina Water, the parties to the Award are committed to completing the review of the job evaluation system within the nominal term of this Award.

- (iv) Promotion to a classification, a higher grading, accelerated progression, shall be determined by Riverina Water having regard for the duties, functions, responsibilities, skill requirements and work value principles.
- (v) An employee who agrees to work in another position which is equal or lower paid may be reclassified or regraded to that position. However, the employee's ordinary rate of pay shall not be reduced for at least four weeks after the commencement of lower paid work.
- (vi) Appointment to positions shall be on the basis of appointing the most meritorious applicant having regard for the duties and functions of the position and the abilities, qualifications and experience of the applicants.
- (vii) Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
 - (a) Request in writing the reasons as to why they were not appointed; and
 - (b) Upon such request Riverina Water shall provide the reasons in writing.

17. Alternative Duties and Functions

- (i) The employer may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- (ii) Equal and Lower Paid Work

An employee required to perform work of equal or lower payment shall not be paid less than the employee's usual ordinary rate of pay.

- (iii) Higher Paid Work

Where an employee is required to perform work of a higher graded position for a nominated period they shall be paid the appropriate rate of pay for that position determined by the manager considering skills, experience and competency in accordance with the salary system and shall not be less than the competent level of the higher graded position. Filling a higher grade position will be a requirement determined by a manager.

An employee shall not act in a higher position for more than three (3) months except in case of relieving an employee on leave or where Riverina Water is experiencing difficulty in filling a vacancy

- (iv) Higher Pay - Award Holidays

Where an award holiday or group of award holidays occurs during a period when an employee is entitled to payment for higher paid work, the higher payment shall also apply to the holiday or group of holidays.

- (v) Higher Pay - Periods of Leave

An employee shall not be paid higher pay for periods of leave unless the employee has acted in the position for at least three (3) months.

- (vi) Higher Paid Work - Periods of Training

The provisions of this clause shall not apply to employees who perform the whole or part of higher paid work for the purpose of training and the training is in concert with at least one other employee and does not exceed three months in the aggregate.

- (vii) Where a position has become vacant and is occupied on a temporary basis for more than three months, it shall be advertised.

18. Hours of Work

(i) Spread of Hours

Riverina Water and its employees agree that there are three (3) fundamental objectives to consider in determining how an employee's working hours are to be structured under this award:

- (a) the most efficient production and delivery of the service;
- (b) the most effective way of servicing the customer; and
- (c) the most effective way of meeting employees needs for satisfying work, personal development, health and workplace safety.

The ordinary hours for employees shall be worked between 6:00am and 6:00pm Monday and Friday inclusive and shall not exceed twelve (12) hours in any one day, exclusive of unpaid meal breaks. The spread of ordinary hours may be altered by mutual agreement between Riverina Water and employees.

(ii) Starting and Finishing Times

The starting and finishing times within the spread of hours provided by this clause shall be as determined by Riverina Water in consultation with the employees concerned.

(iii) Ordinary Hours of Work

- (a) The ordinary hours of work for employees engaged in positions with functions of Executive, Department Manager, Assets, Administration, Customer Service & Communications, Governance Corporate & Planning, Risk and Insurance, Engineering, Water Quality Supervisor, Drafting, Information Technology, People & Culture, Work Health & Safety, Procurement or Finance shall be thirty five (35) per week arranged on a weekly basis or the basis of seventy (70) per fortnight, to be worked on nine (9) weekdays, in any two (2) week cycle, or where Riverina Water and the unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and forty (140) on nineteen (19) weekdays in any four (4) week cycle.

An employee who requests to work a thirty five (35) hour, five (5) day week to facilitate family or personal considerations may, with the consent of Riverina Water, do so.

- (b) The ordinary hours of work for all other employees not covered in (a) above shall be thirty eight (38) per week arranged on a weekly basis or the basis of seventy six (76) per fortnight, to be worked on nine (9) weekdays, in any two (2) week cycle, or where Riverina Water and the unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and fifty two (152) on nineteen (19) weekdays in any four (4) week cycle.

An employee who requests to work a thirty eight (38) hour, five (5) day week to facilitate family or personal considerations may, with the consent of Riverina Water, do so.

- (c) In cases where an employee's rostered day off falls on an award holiday, the employee may take the next scheduled working day as a rostered day off or the employee with the consent of Riverina Water may defer the taking of the day to some other mutually agreed day.
- (d) Employees at either Riverina Water's request or on their own request and with the approval of Riverina Water, may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee shall not accumulate more than five (5) rostered days off at any one time.

(iv) Alternative Arrangements

Alternative arrangements to those in this clause may be entered into by mutual agreement between an employee or group of employees and Riverina Water.

(v) Disturbance

- i) Staff may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Staff may be contacted to put into place emergency arrangements by contacting other staff to attend an incident or providing advice in response to an emergency situation. Staff are entitled to claim time in lieu for disturbance on their timesheets, they will accrue the time.
- ii) An employee remotely responding will be required to maintain and provide to Riverina Water a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total TIL entitlement to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest fifteen (15) minutes.

NOTE: Disturbance arrangements in (i) and (ii) above will not apply in the following circumstances:

- Where an employee is on-call in accordance with clause 25 of this Award, or
- Where an employee is standing by in accordance with subclause 23 (vi) of this Award; or
- Where an employee is recalled to work overtime in accordance with clause 26 of this Award.

18A. Right to Disconnect

- i) Employees have a right to disconnect from work during non-working time.
- ii) Supervisors and managers must respect employees' periods of leave and rest days and right to disconnect from work during non-working time.
- iii) Employees (other than on-call employees) are not required to read or respond to work emails or phone calls outside their working hours.
- iv) The provision of a mobile phone or laptop computer to an employee does not mean they are on-call or expected to be available outside their working hours.
- v) Notwithstanding (i) to (iv) above Riverina Water provides an essential service to the community, providing our community with safe, reliable water at the lowest sustainable cost.
- vi) To meet the obligations under clause (v) above Riverina Water may need to reasonably contact an employee out of their ordinary hours of work in circumstances for reasons, which include:
 - a) during an emergency/breakdown or a declared incident which may require an employee or employees, to be recalled to duty and the employee's role is critical to early response; or
 - b) when the nature of the employee's position necessitates work at irregular hours or to respond to business needs from time to time.
 - c) in circumstances where contact is required to meet Riverina Water's legislative obligations; or
 - d) in circumstances where it relates to workforce needs and obligations such as emergency roster changes or recall to work, return to work or welfare checks; or
 - e) in relation to any matter that would prevent an employee from safely performing duties.

19. Flexibility for Work

- (i) In recognition of the commitment to provide flexibility for work and the need to retain skills and experience within the industry, Riverina Water and an employee, other than a casual, may agree on flexible work and leave arrangements.
- (ii) The employee is not entitled to make the request unless:
 - (a) For an employee other than a casual employee - the employee has completed at least 12 months of continuous service with Riverina Water immediately before making the request.
 - (b) For an employee other than a casual employee that has not yet completed 12 months of continuous service and wishes to access flexible work - the employee may request for a flexible work arrangement if they can demonstrate a genuine need for flexible work.

Formal requirements

- (iii) The request must:
 - (a) be in writing; and
 - (b) set out the details of the change sought and of the reasons for the change.

Considering the request

- (iv) Riverina Water must give the employee a written response to the request within 21 days, stating whether Riverina Water grants or refuses the request.
- (v) Riverina Water may refuse the request only on reasonable business grounds. Business grounds will include but not be limited to:
 - (a) that the new working arrangements requested by the employee would be too costly for Riverina Water;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - (c) that it would be impractical to change the working arrangement of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity; and
 - (e) that the new working arrangements requested by the employee would be likely to have significant negative impact on customer service.
- (vi) If Riverina Water refuses the request, the written response must detail the reasons for the refusal.
- (vii) Flexible work and leave arrangements include but are not limited to:
 - (a) make up time;
 - (b) flexi time;
 - (c) time in lieu;
 - (d) leave without pay;
 - (e) annual leave;
 - (f) part-time work;
 - (g) job share arrangements;
 - (h) variations to ordinary hours and rosters;
 - (i) purchased additional annual leave arrangements;

- (j) working from home arrangements; and
 - (k) arrangements to accommodate breastfeeding women.
- (viii) The terms of agreed changes to working arrangements, including flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

20. Payment

- (i) Pay Cycle: Employees shall be paid fortnightly or in any other cycle by mutual agreement.
- (ii) Direct Crediting of Pay: Payment shall be by direct crediting of an employee's nominated bank, building society or credit union account. Employees' pay shall be credited in nominated accounts no later than the close of business on every second Thursday occurring in the fortnightly pay cycle.
- (iii) Deductions: Riverina Water shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for purposes approved by Riverina Water.

21. Salary Sacrifice

- (i) Riverina Water and an employee may agree to sacrifice a portion of the pre-tax ordinary pay as prescribed by the award to the value of the benefits as identified in Subclause (ii) of this clause. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed are:
 - Motor vehicles, supplied by Riverina Water under a leaseback arrangement
 - Superannuation
 - Other benefits as allowed for by legislation, by mutual agreement between Riverina Water and the Employee
- (iii) The value of the benefits shall be agreed between Riverina Water and employee and shall include fringe benefits tax where applicable. The amount that may be salary sacrificed in cases where Riverina Water supplies vehicles under a leaseback arrangement is the amount the leaseback rate is in excess of the employee's contribution from after tax salary necessary to negate the fringe benefit liability.
- (iv) The benefits to be salary sacrificed and their value shall be in writing and signed by both Riverina Water and the employee.
- (v) Except as otherwise agreed, the employee may request in writing to change the benefits to be salary sacrificed once per year and Riverina Water shall not unreasonably refuse the request.
- (vi) An amount equal to the difference between the employee's ordinary pay as prescribed by the award and the value of the benefits received by the employee shall be paid by Riverina Water to the employee.
- (vii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (viii) Riverina Water will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws. Riverina Water has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (ix) The value of the benefits shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's superable salary.
- (x) Nothing in this clause shall affect the right of an employer to maintain or enter into more beneficial arrangements with respect to salary sacrifice for employees.

22. Superannuation Fund Contributions

Subject to the provisions of the Industrial Relations Act 1996, Riverina Water will make superannuation contributions to the Active Superannuation Scheme when an employee has no pre-existing superannuation fund or where an employee elects to have their superannuation contributions made to the Active Superannuation Scheme.

23. Overtime

(i) Requirement to Work Reasonable Overtime

- a) Subject to paragraph (b) below, it shall be a condition of employment that employees will be available to work reasonable overtime at overtime rates to meet the needs of Riverina Water.
- b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- c) For the purposes of paragraph (b) above, what is unreasonable or otherwise will be determined having regard to:
 - Any risk to the employee;
 - The employee's personal circumstances including any family and carer responsibilities;
 - The needs of the workplace;
 - The notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
 - Any other matter.

(ii) Sixteen Hour working Period

- a) An employee shall not be permitted to work more than sixteen (16) hours in any twenty four (24) hour period.
- b) The twenty four (24) hour period shall be calculated from the commencement time of the sixteen (16) hours worked.

(iii) Payment for Working Overtime

An employee directed to perform work in excess of the usual ordinary working hours or outside the usual working hours, shall be paid as follows for overtime worked, Monday to Friday, Saturday and Sunday, at double ordinary time rate of pay until the employee is released from work.

(iv) Payment for Work on a Holiday

An employee who works on award holiday shall be paid as follows:

- a) For any time worked between the usual commencing and usual ceasing time, at double ordinary time rate of pay in addition to the employee's ordinary pay for the day.
- b) For any time worked before or after the usual ordinary hours of work, at double ordinary time rate of pay plus one half the ordinary time rate of pay until the employee is released from work.

(v) Time off In Lieu Of Payment

- a) An employee may elect, with the consent of Riverina Water, to take time off, in ordinary time, in lieu of payment for overtime at a time or times mutually agreed. Time off in lieu shall be on the basis of one hour off for each hour of overtime worked and shall be taken at a mutually agreed time.

- b) Riverina Water shall, if requested by an employee, provide payment, at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken within four weeks of accrual.
- c) Riverina Water will provide payment for all Time in Lieu balances as part of the last pay period in each financial year. The Time in Lieu payment will be at the relevant overtime rate.

(vi) Standing By

An employee directed to stand-by to work overtime shall be paid at ordinary time rate of pay from the time of commencement of the stand-by until released from the stand-by or until they commence working overtime.

(vii) Transport of Employees

When an employee, after having worked overtime finishes work at a time when reasonable means of transport are not available, Riverina Water shall provide the employee with transport to the employee's home or pay the employee at the ordinary time rate of payment for reasonable time to travel home.

(viii) Rest Period After Overtime

- a) When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- b) The rest period after Overtime shall be as per the rest period after Call Out (see Clause 25, Subclause (vi)).
- c) The above rest period provisions in (b) above shall not apply where an employee has worked planned overtime for a period less than two hours immediately before normal working hours.
- d) Where an employee is entitled to a rest period and the rest period coincides with an award holiday or a rostered day off, the employee shall be entitled to defer starting work by time equivalent on the next ordinary day.

24. Pre-Arranged Overtime

An employee required to undertake pre-arranged overtime will be paid at the appropriate overtime rate with a minimum of two (2) hours at double time.

25. On Call

- (i) An employee is on call if Riverina Water requires the employee to be available, outside the employee's usual ordinary hours, for emergency and/or breakdown work.
- (ii) An on call employee must be able to be contacted and respond to a call out within a reasonable time.
- (iii) An employee on call shall be paid an on call allowance at the rate set in of this award. The total amount of on call allowance in any one (1) day shall not exceed the amount set in Table 1, Appendix B - Allowances of this award.
- (iv) On call work performed outside the usual hours of work shall be paid double the ordinary time rate of pay for the hours worked and from the time the employee responds to the call out. The minimum duration of a call out is deemed to be two (2) hours if they are required to leave their residence to respond to the callout. Where the person does not have to leave their residence then a one (1) hour minimum shall apply.
- (v) For each award holiday which an employee is on call, the employee shall be granted one (1) day to be taken at a mutually agreed time.

(vi) Rest period after call-out

An employee who works during the eight (8) hours immediately preceding the employee's usual commencing time shall be entitled to defer the usual commencing time or revise their finishing time, without loss of pay by a period equal to two (2) times the actual time worked within those hours, to a maximum of ten (10) hours.

26. Call Back

(i) An employee shall be on call back if recalled to work overtime without having received notice before ceasing work.

(ii) An employee working on call back shall be paid a minimum of four (4) hours at the appropriate overtime rate. Any subsequent call backs occurring within a four (4) hour period of a call back shall not attract any additional payments. The minimum of four (4) hours does not apply where the call back is continuous with an employee's usual hours of work, except as provided for in subclause (iv) a) below. The overtime rate for call backs commences from the time the employee leaves to attend the call back.

(iii) Rest Period after Call Back

An employee who works during the eight (8) hours immediately preceding the employee's usual commencing time shall be entitled to defer the usual commencing time or revise their finishing time, without loss of pay by a period equal to two (2) times the actual time worked within those hours, to a maximum of 10 hours.

(iv) Call Backs running into normal working hours

a) Where a Call Back runs into normal working hours, a minimum of four (4) hours will be paid at the appropriate overtime rate.

b) After working to the revised finishing time (see Clause 25, subclause (vi)) the employee may finish work for the day, or, if deemed fit, may continue until normal finish time. Time worked beyond the revised finish time will be paid at appropriate overtime rates.

27. Meal Time and Allowances

(i) Meal Breaks

a) An employee shall not, at any time, be compelled to work for more than five (5) hours without a break for a meal.

b) Employees shall be allowed meal breaks without pay as well as a paid morning break of ten (10) minutes on each ordinary working day.

(ii) Meal Times

The times fixed for the taking of meal breaks during ordinary working day or ordinary rostered shifts may vary for groups of employees and/or individual employees, as may be necessary or appropriate for the conduct of Riverina Water's business.

(iii) Working in Usual Break

An employee's usual time for the taking of a meal break may, by mutual agreement between Riverina Water and the employee, be varied temporarily or shortened in special circumstances rather than on a regular basis.

(iv) Overtime Meal Breaks

- a) An employee required to work overtime for two (2) hours or more prior to the usual starting time or after the usual finishing time, shall be paid a meal allowance at the rate set in Appendix B - Allowances of this award. The allowance shall also be paid after each further four (4) hours of overtime worked until released.
- b) A paid overtime meal break shall be allowed after the first two (2) hours of overtime and after each subsequent four (4) hours of overtime. Paid overtime meal breaks shall not exceed twenty (20) minutes and are time worked for the purpose of calculating overtime.

(v) On-Call Included

Meal breaks and meal allowances shall apply to employees engaged in on-call emergency and/or breakdown work.

28. Sick and Carer's Leave

(i) Sick Leave Entitlement

- a) An employee who is unable to attend work on account of personal illness or accident, not being due to serious misconduct or on account of injury by accident arising out of and in the course of employment, shall be entitled to paid sick leave during each year of service without deduction in pay, subject to the following conditions and limitations:
 - i) Each full-time employee engaged under clause 18(iii)(a) shall be entitled to:
 - 1. 116.7 hours of paid sick leave during each of the first five (5) years of service; and
 - 2. 140.0 hours of paid sick leave in each subsequent year.
 - ii) Each full-time employee engaged under clause 18(iii)(b) shall be entitled to:
 - 1. 126.75 hours of paid sick leave during each of the first five (5) years of service; and
 - 2. 152.1 hours of paid sick leave in each subsequent year.
 - iii) Part-time employees shall be entitled to a pro-rata number of hours based on their ordinary weekly hours of work
 - iv) Sick leave shall be deducted in hours, equal to the number of ordinary hours the employee was absent on their rostered day(s) for work. For example, if an employee is absent for a day where they were rostered to work 9.5 ordinary hours, 9.5 hours shall be deducted from their accrued sick leave balance.
- b) The employee shall be required to produce evidence satisfactory to Riverina Water that such absence was due to personal illness or accident, not being injury arising out of and in the course of the employee's employment nor arising from other employment, sufficient to prevent the performance of normal duties. Proof of illness or injury by accident and inability to attend for work may be required after two (2) days absence or after three (3) separate periods in each year of service.
- c) An employee shall as soon as practicable notify Riverina Water, of the employee's inability to attend on account of illness or injury and advise Riverina Water of the estimated duration of absence.

- d) An employee with at least ten (10) years' service with Riverina Water may at the discretion of the employer be granted additional sick leave where an illness or injury results in the employee exhausting their accumulated sick leave.
- e) An employee who, at the commencement of this award, had accumulated sick leave transferred from another employer shall retain that entitlement for use when sick or injured.

(ii) Avoidance of Duplicate Benefits

An employee, who has been granted paid sick leave and who in respect of the period of leave receives compensation under any Act or law shall reimburse Riverina Water from that compensation, amounts paid for the leave.

(iii) Accumulation of Leave

Untaken sick leave shall accumulate from year to year and be available in subsequent years of employment.

- (iv) Employees who are ill for a minimum of five (5) consecutive working days whilst on Annual Leave or Long Service Leave may apply to the Chief Executive Officer to have the leave re-credited. The employee must provide a doctor's certificate and be able to demonstrate that as a consequence of the illness or injury their leave was disrupted.

(v) Accumulated Sick Leave - Termination of Employment

Employees who had credits of untaken sick leave under previous awards or agreements at 15 February, 1993, shall on termination of employment, if those credits still stand, be paid their current ordinary time rate of pay for those credits in accordance with the provision which existed under the previous award or agreement.

(vi) Personal Carer's Leave

- a) An employee, with responsibilities in relation to a class of person set out in subclause (vi) (e) below who need their care and support, shall be entitled to access their accumulated sick leave for personal carer's leave to provide care and support to those persons when they are ill and no other carer is available or until alternative arrangements are able to be made.
- b) An employee who accesses personal carer's leave shall, where Riverina Water requires, provide a medical certificate or statutory declaration as evidence of illness of the person who required care. The employee shall also, where practicable, give Riverina Water prior notice of the taking of personal carer's leave. Where prior notice has not been given, the employee shall notify Riverina Water by phone at the first opportunity on the day of the absence.
- c) In normal circumstances, an employee shall not take personal carer's leave where another person is providing the immediate family or household member with care.
- d) Personal carer's leave may be taken for part of a single day.
- e) The entitlement to use sick leave in accordance with this clause is subject to:
 - 1. The employee being responsible for the care and support of the person concerned: and
 - 2. The person concerned being:
 - a) a spouse of the employee; or
 - b) a de facto spouse, who, in relation to a person, is a person who lives with the first mentioned person on a bona fide domestic basis although not legally married to that person; or

- c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- d) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
 - i. "relative" means a person related by blood, marriage or affinity;
 - ii. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - iii. "household" means a family group living in the same domestic dwelling.
- f) an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in Subclause (vi) (e) (2) above, who is ill.
- g) an employee may elect with the consent of the employer, to take annual leave for the purposes of providing care to a class of person set out in Subclause (vi) (e) (2) above.
- h) an employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- i) overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- j) if, having elected to take time as leave, in accordance with Subclause (h), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- k) an employee may elect, with the consent of Riverina Water, to work 'make-up time' under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- l) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- m) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- n) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

(vii) Carer's Entitlement for Casual Employees

- a) Subject to the evidentiary and notice requirements in subclause (vi) (b) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (vi) (e) of this clause who are sick and require care and support, or who require care due to an unexpected emergency.
- b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be

available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- c) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

29. Annual Leave

(i) Annual Leave Entitlement

- (a) An employee will have the following entitlement to annual leave at the ordinary rate of pay:

- (i) Each full-time employee engaged under clause 18(iii)(a) shall be entitled to 140 hours of annual leave.
- (ii) Each full-time employee engaged under clause 18(iii)(b) shall be entitled to 152 hours of annual leave.
- (iii) Part-time employees shall be entitled to a pro-rata number of hours based on their ordinary weekly hours of work.
- (iv) Annual leave shall be deducted in hours, equal to the number of ordinary hours the employee was absent on their rostered day(s) for work.

Note: The amount of hours in 29(i)(a)(i), (ii) and (iii) above is calculated as equivalent to 4 notional weeks.

- (ii) Annual leave shall be taken as soon as mutually convenient to the employee and Riverina Water. Riverina Water may give an employee at least four (4) weeks' notice to take leave where the employee has accumulated in excess of eight (8) notional weeks leave.
- (iii) An employee before proceeding on annual leave shall be paid the employee's usual rate of pay for the period of leave calculated as if the employee had been at work for the period of leave.
- (iv) On termination of employment, an employee shall be paid all accumulated annual leave and proportionate annual leave for the incomplete year of employment. Proportionate annual leave shall be equal to one twelfth of the employee's ordinary weekly rate of pay at the date of termination multiplied by each completed week of employment in the incomplete year.
- (v) An employee whose ordinary rate of pay varies from time to time shall have their ordinary rate of pay calculated as the average of their rate over the preceding twelve months prior to taking annual leave.
- (vi) Annual leave at full pay, half pay or double pay
 - a) This subclause applies to an employee who is an employee of a 'council' within the meaning of the *Local Government Act 1993* (NSW).
 - b) An employee who is entitled to annual leave may, with the consent of Riverina Water, take annual leave:
 - 1. on full pay; or
 - 2. on half pay; or
 - 3. on double pay.
 - c) When an employee takes annual leave, the leave entitlement will be deducted on the following basis:
 - 1. a period of leave on full pay - the number of days so taken; or

2. a period of leave on half pay - half the number of days so taken; or
 3. a period of leave on double pay - twice the number of days so taken.
- d) When an employee takes annual leave, the period of service for the purpose of leave accruals shall be as follows:
1. a period of leave on full pay - the number of days so taken; or
 2. a period of leave on half pay - half the number of days so taken; or
 3. a period of leave on double pay - the number of days so taken.
- e) The entitlement to taken annual leave at double pay is only available to an employee if, after taking the period of leave, the employee will have an accrued annual leave entitlement of not less than four (4) notional weeks.
- f) Employees that take annual leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.
- (vii) Payment in lieu of annual leave
- a) This subclause applies to an employee who is an employee of a ‘council’ within the meaning of the *Local Government Act 1993* (NSW).
 - b) An employee and Riverina Water may agree to a payment in lieu of a period of annual leave to which the employee is entitled only if:
 1. after the payment the employee will have an accrued annual leave entitlement of not less than four (4) notional weeks; and
 2. the payment in lieu of a period of annual leave is not less than the employee’s ordinary pay.
 - c) Periods of annual leave that are cashed out shall not attract any accruals.
 - d) Employees that are paid in lieu of annual leave shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

30. Long Service Leave

(i) Amount of Leave

Riverina Water shall credit each employee, long service leave on full pay after each period of continuous service on the following basis:

Where an employee has completed more than five (5) years of service with the employer, the employee shall be entitled to apply for long service leave accrued between each completed five (5) years of service on a pro rata basis calculated monthly. Such an application shall not be unreasonably refused.

On completion of ten (10) years’ service, 13 weeks.

After completion of each of the eleventh to fifteenth years, 1.7 weeks per year.

After completion each of the sixteenth year and thereafter, 2.7 weeks per year

(ii) Accrual of Leave

Long service leave shall accrue on a basis proportionate to the scale of leave set out above.

(iii) Taking of Leave

Long service leave shall be taken at a time mutually convenient to Riverina water and the employee in minimum periods of one day.

(iv) Award Holidays

Long service leave shall be exclusive of award holidays occurring during leave.

(v) Continuous Service

Continuous service shall be the period from the date of commencement to the date of termination of employment and shall include:

- a) All approved paid leave
- b) Previous employment with Great Southern Energy, Southern Riverina County Council or Riverina Water.
- c) Employment as a part-time or casual employee.
- d) Service with any Local Government Council in New South Wales shall be service for the purpose long service leave accrual under this Award provided that the former employer pays to Riverina Water the monetary value of the long service leave which the employee has accrued at the time of transfer.
- e) Service in the armed forces, enlisted or conscripted, shall be service for the purpose of long service leave accrual provided that the employee was an employee of Riverina Water, its predecessor or a Local Government Council in New South Wales at the time of commencing the service.
- f) Periods which shall not be included in the calculation of continuous service are absence on parental leave and leave without pay.
- g) Employment with a group training company during the term of an apprenticeship/traineeship for the periods hosted by council to be recognized as service should they obtain full time employment with council during their time upon completion of their apprenticeship/traineeship.

(vi) Discharged Entitlements

Long service leave entitlements shall be reduced by periods of long service leave taken.

(vii) Payment for Leave

- a) An employee who is entitled to long service leave may, with the consent of Riverina Water, take long service leave:
 1. on full pay; or
 2. on half pay; or
 3. on double pay.
- b) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
 1. a period of leave on full pay - the number of days so taken; or
 2. a period of leave on half pay - half the number of days so taken; or
 3. a period of leave on double pay - twice the number of days so taken.

- c) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
 - 1. a period of leave on full pay - the number of days so taken; or
 - 2. a period of leave on half pay - half the number of days so taken; or
 - 3. a period of leave on double pay - the number of days so taken.
- d) Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

(viii) Entitlements

a) Allowances

An employee who regularly receives payment of on-call and standing by allowances, tool allowances, shift allowances or any all-purpose allowance will receive payment of those allowances during periods of long service leave on the same basis of payment or average payment to the employee in the four (4) week period prior to the date of commencement of the leave:

b) Full Pay

During a period of long service leave, an employee shall be paid, in addition to allowances, the employee's ordinary rate of pay which the employee would have received for the period had the employee not been on leave.

c) Payment before Leave

An employee shall be entitled to receive payment for the full period of long service leave prior to the date upon which leave commences.

(ix) Termination of Employment

a) Ten (10) Years

Where an employee has completed at least ten (10) years continuous service and the employee's employment is terminated for any reason, or the employee dies, Riverina Water shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.

b) Short Service

Where an employee has completed at least five (5) years continuous service and the employee's employment is terminated for any reason, other than serious misconduct, Riverina Water shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.

c) Payment on Termination

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for the accrued long service leave.

d) No Payment in Lieu

An employee shall not be paid in lieu of long service leave except on termination of employment.

31. Paid Parental Leave

Relationship with federal legislation - subclauses 31, subclause (31.1) of this Award shall apply in addition to:

Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the Fair Work Act 2009 (Cth); as amended from time to time and the Paid Parental Leave Act 2010 (Cth).

31.1 Paid Parental Leave

Paid Parental Leave ('PPL') instalments shall mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).

(i) Eligibility

This clause shall apply to an employee who is receiving Government PPL instalments as a claimant under the *Paid Parental Leave Act 2010* (Cth) and who has had 12 months continuous service with Riverina Water immediately prior to the commencement of paid leave.

(ii) Superannuation

Riverina Water shall pay superannuation contribution to an employee who is eligible to receive the PPL instalments under the *Paid Parental Leave Act 2010* (Cth). The superannuation contribution will be calculated on the employee's ordinary rate.

31.2 Paid Primary Carer's Leave

(i)

- a) This clause applies to all full time and part time employees who have had 12 months continuous service with Riverina Water immediately prior to the commencement of parental leave or special parental leave and to casual employees who have worked on a regular and systematic basis with Riverina Water for at least 12 months prior to the commencement of parental leave or special parental leave.
- b) Paid primary carer's leave shall mean leave taken by an employee in connection with the pregnancy or the birth of a child of the employee. Paid primary carer's leave consists of an unbroken period of leave.
- c) Paid special parental leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where they suffer illness related to the pregnancy, and they are not then on paid parental leave provided that a medical practitioner certifies such leave to be necessary before their return to work.

(ii)

- a) An employee shall be entitled to a total of 14 weeks paid parental leave or special parental leave on full pay; or 28 weeks Paid Primary Carer's Leave or special parental leave on half pay; or Paid Primary Carer's Leave or special parental leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 14 weeks on full pay.
- b) The employee may choose to commence Paid Primary Carer's Leave before the expected date of the birth.

(iii)

- a) Annual leave, long service leave, unpaid parental leave and any accumulated time in lieu may be taken in conjunction with paid parental leave, Paid Primary Carer's Leave and special parental leave, subject to council approval, provided that the total period of leave does not exceed 52 weeks.

- b) The period of Paid Primary Carer's Leave and special parental leave is taken into account in calculating the employee's long service, annual and sick leave accruals and superannuation.
- c) Paid parental leave may not be extended beyond the first anniversary of the child's birth.
- (iv) Payment for Paid Primary Carer's Leave and special parental leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid parental leave or special parental leave.
- (v) Paid parental leave and special parental leave shall be exclusive of public holidays.
- (vi) Notice of intention to take Paid Primary Carer's Leave.

The employee must:

- a) Provide Riverina Water with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice;
- b) Advise Riverina Water in writing of their intention to take Paid Primary Carer's Leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.
- c) Provide a signed statutory declaration that the employee will be the primary care giver to the child and that the Paid Primary Carer's Leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.
- (vii) The employee will not engage in any other form of paid work during the period of Paid Primary Carer's Leave without the approval of the Chief Executive Officer.
- (viii) Any government funded parental paid parental leave provisions as prescribed in the *Paid Parental Leave Act 2010 (Cth)* will be in addition to current entitlements as prescribed by Clause 31.2 - Paid Primary Carer's Leave Subclause (ii) (a) of this Award.

32. Supporting Parent Leave

An employee who is a supporting parent shall be entitled to up to fifteen (15) days paid leave; five (5) of which will be taken from sick leave balance, at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months' continuous service with Riverina Water immediately prior to the commencement of their supporting parent leave.

33. Family and Domestic Violence

(i) General Principle

Riverina Water recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Riverina Water is committed to providing support to staff that experience family and domestic violence.

(ii) Definition of Family and Domestic Violence

The definition of family and domestic violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

(iii) General Measures

- a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a court, a Doctor, District Nurse, Maternal Health Care Nurse and a Family and Domestic Violence Support Service or Lawyer.
- b) All personal information concerning family and domestic violence will be kept confidential in line with Riverina Water Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family and domestic violence.
- d) Riverina Water will identify contact/s in the organisation who will be trained in family and domestic violence and privacy issues, for example training in family violence risk assessment and risk management. Riverina Water will advertise the name of the contact within the council.
- e) An employee experiencing family and domestic violence may raise the issue with their immediate supervisor or the People & Culture contact. The supervisor may seek advice from People & Culture if the employee chooses not to see the People & Culture contact.
- f) Where requested by an employee, the People & Culture contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclause (iv) and (v) below.
- g) Riverina Water will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family and domestic violence.

(iv) Leave

An employee experiencing family and domestic violence will have access to fifteen (15) days per year (non-accumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family and domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval. Additional leave may be granted at the discretion of the Chief Executive Officer.

- a) An employee who supports a person experiencing family and domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children.

(v) Individual Support

- a) In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, the Riverina Water will approve any reasonable request from an employee experiencing family and domestic violence for:
 - i. Changes to their span of hours or pattern or hours and/or shift patterns;
 - ii. Job redesign or changes to duties;
 - iii. Relocation to suitable employment within the company.
 - iv. A change to their telephone number or email address to avoid harassing contact;
 - v. Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- b) An employee experiencing family and domestic violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family and domestic violence.

An employee that discloses to People & Culture or their supervisor that they are experiencing family and domestic violence will be given a resource pack of information regarding support services.

34. Phased Retirement

- (i) In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, councils are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- (ii) Examples of flexible work and leave arrangements include:
 - a) Part-time work;
 - b) Flexi time;
 - c) Leave without pay;
 - d) Job sharing arrangements;
 - e) Variations to ordinary hours and rosters;
 - f) Job redesign.
- (iii) The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either Riverina Water or the employee.

35. Union Picnic Day

Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on a day as is agreed between Riverina Water and the union(s).

The union(s) shall advise the council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two (2) weeks prior to the Union Picnic Day.

Employees who are not financial members of the union(s) and who are required to work on the Union Picnic Day shall be paid ordinary pay for their normal working day.

Employees who are not financial members of the union(s) and who are not required to work on the Union Picnic Day, may apply to council to take annual leave, time off in lieu of overtime, leave without pay, a rostered day off, or may be required by council to make up time.

36. Award Holidays

- (i) Holidays: All full-time, part-time and temporary employees shall be entitled to the following days as award holidays without loss of pay:
 - a) Any day proclaimed as a State wide public holiday or any locally proclaimed holiday within the boundaries of Riverina Water.
 - b) The employees' union picnic day, to be held on a day as is mutually agreed between Riverina Water and the employees. Provided that a reasonable level of customer service is to be provided on the day.
- (ii) NAIDOC Week: In addition to subclause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one (1) day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide the employer with at least seven (7) days' notice of their intention to take the holiday in accordance with this subclause, provided that if less than seven (7) days' notice is given such leave shall not be unreasonably refused.
- (iii) Award Holiday during Leave of Absence

Where an employee is granted leave without pay by Riverina Water which exceeds five (5) consecutive working days or shifts the employee shall not be entitled to payment for any award holiday which occurs during that period.

37. Jury Service

An employee shall notify Riverina Water as soon as possible of the date upon which they are required to attend for jury service. Employees shall be granted jury service leave without loss of pay.

- (i) An employee shall be paid by Riverina Water the difference between the jury service fee received and the employee's ordinary time rate of pay for the jury service during the employee's usual ordinary working hours.
- (ii) An employee required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

38. Bereavement Leave

- (i) Where an employee, other than a casual, is absent from duty because of the death of a person in accordance with Subclauses (ii) a) to (g) below and provides satisfactory evidence to Riverina Water of such, the employee shall be granted four (4) days leave with pay upon application.
- (ii) Persons in respect of whom bereavement leave may be claimed shall include:
 - a) a spouse or de facto partner of the employee; or
 - b) a child of the employee, the employee's spouse or de facto partner of the employee (including a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child); where a miscarriage occurs or a child is stillborn as defined in section 6 of the *Paid Parental Leave Act 2010*); or
 - c) a parent (including a foster parent, step parent and legal guardian) of the employee or the spouse or de facto partner of the employee; or
 - d) a sibling (including foster sibling or step sibling) of the employee or the spouse or de facto partner of the employee; or
 - e) a grandparent or grandchild of the employee or the spouse or de facto partner
 - f) Aunt or uncle of the employee or spouse or de facto spouse of the employee;
 - g) a member of the employee's extended family living in the same household as the employee, where for the purposes of this paragraph:

- 1. 'Relative' means a person related by blood, marriage or affinity;
- 2. 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- 3. 'Household' means a family group living in the same domestic dwelling.

For the purpose of this clause extended family shall mean:

- a) A niece or nephew of the employee, or
- b) an uncle or aunt of the spouse or de facto partner of the employee; or
- c) a son in law or daughter in law (or de facto partner) of the employee's child.

(iii) Bereavement Entitlements for Casual Employees

- a) Subject to providing satisfactory evidence to Riverina Water, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Subclauses (ii) a) to g) above.
- b) Riverina Water and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 96 hours (i.e. four (4) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- c) Riverina Water must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Riverina Water to engage or not engage a casual employee are otherwise not affected.

39. Trade Union Leave

An employee who has been sponsored by a union to attend a course of training shall be entitled to paid leave of absence to attend the course. A pool of ten (10) days is available each calendar year from which employees may draw upon. However, Riverina Water may grant additional days at its discretion. One accredited union delegate to the union's annual conference shall be entitled to paid leave for the duration of the conference.

40. Leave Without Pay

- (i) Periods of leave without pay, shall be taken at a time mutually convenient to Riverina Water and the employee and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however constitute a break in the employee's continuity of service.
- (ii) An employee shall not be entitled to any payment for public holidays during an absence of approved leave without pay.

41. Special Leave

- (i) Riverina Water may grant special leave, either with pay or without pay, to an employee for a period as determined by the employer to cover any specific matter approved by the employer, including but not limited to:
 - a) leave for engaging in a voluntary emergency management activity;
 - b) leave to attend to duties as a member of the Australian Defence Force.
- (ii) Periods of leave without pay shall not be regarded as service for the purpose of computing entitlements under this Award. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (iii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

42. Travelling Allowance

- (i) An employee, who is required to undertake additional travelling time outside the employee's ordinary hours of work which is in excess of the employee's usual travelling time on any day Monday to Friday, shall be paid for the excess travelling time at the applicable overtime rate of pay or banked as time in lieu.
- (ii) An employee, who is required to undertake additional travelling time on a weekend or award holiday, shall be paid for the excess travelling time the applicable overtime rate of pay or banked as time in lieu.

- (iii) An employee who is required to travel and remain away from home overnight for the purpose of attending a conference, compulsory training, or for other authorised work related travel, will by mutual agreement with Riverina Water, have the option of using work-provided credit or travel card to cover reasonable expenses or otherwise request to receive an allowance to cover their meals and incidental expenses.
- (iv) The maximum allowance or expenses that can be incurred under 42(iii) above will be to the value of the relevant Australian Tax Office (ATO) Taxation Determination, as amended from time to time.
- (v) If meals are provided at the conference, training or during other authorised work-related travel, the employee will not be entitled to claim the allowance or expenses under subclause 42(iii) above.

43. Certificates and Licences

- (i) An employee required to hold a motor vehicle driver's licence or motor cycle rider's licence shall be reimbursed the cost of the licence by Riverina Water.
- (ii) Riverina Water shall not be liable to reimburse any cost of a probationary licence or any penalty imposed on an employee because of traffic infringements by the employee.
- (iii) Where an employee of the Award is required by Riverina Water to hold another type of relevant certificate or licence Riverina Water shall reimburse the employee for cost of such certificate or licence.

44. Private Motor Vehicle - Allowances

An employee who by arrangement, uses a privately-owned motor vehicle at work on a casual basis, shall be paid as per the table in Appendix B - Allowances, which is based upon rates determined by the Australian Taxation Office.

45. Motor Vehicle Arrangements

a) VEHICLE ALLOWANCES

- i) Where, by agreement, the employer requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance for each kilometre of authorised travel, which is based upon rates determined by the Australian Taxation Office.
- ii) The employer may require an employee to record full details of all such official travel requirements in a logbook.
- iii) Minimum quarterly payment - Where the vehicle is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance in subclause 45A (i) but with a minimum payment as set out in Appendix B - Allowances.

Periods of sick leave in excess of three (3) weeks, annual leave in excess of four (4) weeks, long service leave, paid and unpaid parental or maternity leave shall not be counted when calculating the minimum quarterly payment.

- iv) Where the vehicle is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (i) only and shall not be entitled to the minimum payment as set out in paragraph (iii).
- v) Any agreement to pay the allowance under this clause may only be terminated by 12 months' notice by either party or by the employee's termination of employment.

- vi) The minimum payment set out in Appendix B - Allowance shall be adjusted at the end of financial year by the preceding yearly index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring subgroup (Cat No 6401.0).

b) LEASEBACK VEHICLES

i) GENERAL

The parties to this Award recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless it was clearly identified that it was not being provided on such a basis at the time that it was provided.

ii) Termination of Leaseback Vehicle Arrangement

- a) Condition of employment - Unless otherwise provided in this clause, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.
- b) Not a condition of employment - Unless otherwise provided, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, the employer shall give a minimum of six (6) months written notice of termination of the arrangement.

Notwithstanding the above, where the leaseback vehicle agreement was entered into prior to 1 November 2010, the employer shall give a minimum of 12 months' notice to terminate the agreement.

- c) Other - The employer may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with the employer that does not include access to a leaseback vehicle. The employer may also terminate or suspend a leaseback vehicle arrangement where an employee is demoted, for the period of demotion, provided that at least two (2) weeks' notice is given.

iii) Variation of Leaseback Vehicle Arrangements

- a) Variations to leaseback arrangements - Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fees shall be referred to the consultative committee in accordance with Clause 7 of this Award, before a definite decision is made.
- b) Variations to leaseback fees - Where an employer proposes to increase the leaseback fee an employee is required to pay in any 12 month period by more than the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring subgroup (Cat No 6401.0), the employer shall provide in writing to the employee the reasons for the increase.

In any event the employer shall not increase the leaseback vehicle fee an employee is required to pay in any 12 month period by more than 10%.

This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).

- c) Variations in hours of work and/or extended periods of absence - Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, the employer and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (v) above shall not apply.

- d) In the absence of agreement, Clause 9 - Grievance and Disputes Procedures, shall apply.

c) **NOVATED LEASES**

A novated lease is a type of motor vehicle lease common in Australia between an employee, employer, and finance company, with the responsibility for the lease lying with the employee and the lease payments being made from the employee's pre-tax income.

The employer shall not make it a job requirement that an employee enter into a novated lease agreement for the use of a motor vehicle.

46. Engineering Professionals

i) **Civil Liability - Engineering Professionals**

- a) An employee who is an engineering professional, and
 - 1. Is directly involved in applying engineering principles to the asset management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and
 - 2. Such assets may give rise to liability under the Civil Liability Act 2002 shall be paid an allowance in addition to weekly rate, as set out in Appendix B - Allowances in this Award.
- b) The provision in (i) (a) above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the award was varied to give effect to this clause.

ii) **Engineering Registration and Recognition**

The importance of the contribution of Engineers to Council is recognised by this Agreement through the following:

- a) An employee with the qualification of an engineer, may apply to Council to be recognised as a Professional Engineer under this Agreement; and
- b) Recognition as a Professional Engineer by Council, in accordance with this clause, will not be unreasonably withheld.

In this clause, Professional Engineer means an employee who is registered or accredited as a PREng ("Registered Professional Engineer") or CPEng ("Chartered Professional Engineer") and has been assessed as meeting the requirements of a Professional Engineer.

Where an engineering Employee is required, or seeks, to be a Professional Engineer Council will:

- a) Acknowledge that it is a matter for the Employee to decide which organisation to achieve their accreditation through and will not select or encourage a preferred provider; and
- b) Pay the initial and ongoing costs associated with achieving and/or renewing Chartered or Registered Professional Engineer status (such as costs associated with continuing professional development programs (CPD), membership and accreditation).

Once an Employee is recognised as a Professional Engineer under this clause, Council will:

- a) Allow the Employee to use any post nominals in their professional correspondence and be recognised as such in their role with Council;
- b) Support the Employee to attend or participate in relevant professional development courses or events pre-agreed with their manager, during or outside ordinary hours of work, in order for the Employee to meet the required professional development hours to maintain accreditation as a Professional Engineer; and
- c) Pay the Employee at ordinary rates if they attend professional development courses or events, and the time spent will be included in the Employee's ordinary hours of work. For the avoidance of doubt, this will not include penalty rates or allowances.

47. Training

- i) The parties to this Award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
 - a) developing a more highly skilled and flexible workforce
 - b) providing employees with opportunities through appropriate education and training to acquire additional skills and
 - c) removing barriers to the utilisation of skills in accordance with employers' training plans.
- ii)
 - a) All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - 1. be consistent with the employer's training plan
 - 2. enable employees to acquire the range of skills they are required to apply in their positions
 - 3. enhance employees' opportunities for career path development and mobility through employer's organisation structures, through participation in the employers' training plans.
 - 4. Employees who are required to either hold professional qualifications or complete further professional qualifications and whose positions are evaluated in Band 3 or Band 4 of this Award, shall have access to continuing professional development (CPD) that is consistent with the training plan for their position as follows:
 - i) 10 hours per annum, or
 - ii) in accordance with legislated CPD requirements, whichever is the greater.
 - b) Nothing in this clause prevents an employer and employee from agreeing to additional CPD training.
- iii) Training Plan and Budget
 - a) The employer shall develop a training plan and budget consistent with:
 - 1. the current and future skill requirements of the employer.
 - 2. the size, structure and nature of the operations of the employer.

3. the need to develop vocational skills relevant to the employer and the Local Government industry.
 - b) In developing the training plan, the employer shall have regard to corporate, departmental and individual training needs.
 - c) The training plan shall be designed in consultation with the consultative committee.
 - d) The training plan shall, where appropriate, provide for training that is consistent with the relevant National Training Package.
 - e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
 - f) Selection of participants to receive the employer's required training in accordance with employer's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- iv) If an employee is required by the employer to undertake training in accordance with the employer's training plan:
- a) the employer shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
 - b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which the employer will grant paid leave to attend such course requirements shall be specified in the training plan;
 - c) the employer shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
 - d) the employer shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
 - e) An employee who is required to undertake reasonable travel outside the ordinary hours of work to attend employer endorsed training shall be paid at ordinary time rate of pay for any travel in excess of one hour on any one day or bank excess travelling time as time in lieu.
 - f) where an employee is required to complete major assignment(s) the employer and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- v) The employer may grant an employee undertaking a course consistent with the employer's training plan, although not at the employer's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave the employer shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. The employer may pay course fees at its discretion.
- vi) The parties shall continue to engage with the VET system to ensure that the skills needs of local government are addressed in training package development.
- vii) If requested by an employee (other than a casual or term employee) the employer must develop a training plan for the employee.

48. Supply of Residence By Employer

Where an employee is provided with a residence by Riverina Water (with or without concessions), the weekly value of the residence (and concessions) shall be agreed upon from time to time between the employee and employer.

49. Living Away from Home Allowance

Where an employee is required to temporarily change their usual place of residence for work purposes in order to work temporarily in a new locality at Riverina Water's request, they shall be provided with suitable accommodation of at least an NRMA rating of three (3) stars, if available at that place. In addition, they will be paid a Living Away from Home Allowance in accordance with Appendix B - Allowances to cover meals and reasonable costs.

To be eligible for this allowance, the employee must be living away at the temporary location for a period of more than 21 days and less than 12 months.

50. Wet Weather

Where because of wet weather, an employee stops work, the employee shall be paid for time not worked provided the employee remains at work until directed to leave work; stands by as directed; and reports for duty as directed.

51. Work Health and Safety

a) Statement of Intent

The parties to the Award are committed to co-operating positively to:

- i) promote the safety and welfare of workers and other people in the workplace;
- ii) eliminate unsafe work practices; and
- iii) ensure that employers and employees understand and comply with their obligations under the *Work Health and Safety Act 2011* (NSW), *Work Health and Safety Regulation 2017* (NSW) and associated codes of practice.

b) Specific Provisions

In the case of extreme and unusual weather conditions which could be assessed as hazardous, employers will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

c) Further Information and Resources

Further information and resources are available from the following organisations:

- i) SafeWork NSW: www.safework.nsw.gov.au
- ii) SafeWork Australia: www.safeworkaustralia.gov.au

52. Health and Wellbeing

- i) The parties to the Award recognise that workplace health and wellbeing programs can lead to positive outcomes such as improved employee work performance and productivity, improved employee recruitment and retention, reduced absenteeism, and other benefits.
- ii) Employers are encouraged to develop workplace health and/or wellbeing programs that are suited to the needs and resources of the employer.
- iii) An employee may, with the consent of the employer, take up to two (2) days paid leave per calendar year from their accrued sick leave balance to participate in a health and/or wellbeing activity, subject to the following:
 - a) the granting of paid leave under this clause is at the discretion of the employer; and

- b) the taking of paid leave under this clause must not result in the employee having an accumulated sick leave balance of less than two (2) weeks; and
- c) the employer may require proof of participation in the health and/or wellbeing activity to justify payment under this clause.

53. Tool Allowance

- i) Employees who are required to supply their own tools of trade shall, in addition to the rates of pay prescribed, be paid the amount set in Appendix B - Allowances of this Award.
 - a) Tool Kits: Tool allowances paid to employees shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the duties and functions of the employee's classification, and the employee shall, if requested, furnish a list of the tools.
 - b) Ownership: Tools for which allowances are paid shall remain the property of the employee, be kept in proper working conditions and be available for use by the employee at all times in the exercise of duties.
 - c) Loss of Tools: Tools, in respect of which an allowance is paid, shall be replaced or paid for by the employer in the event of their loss or damage by fire or other cause beyond the employee's control, or in the event of their theft during any act of breaking and entering of premises outside the ordinary working hours, provided the tools were kept in accordance with any established provisions for their security.
 - d) Special Purpose Tools: Tool allowances shall not cover tools required for special uses or purposes exceptional to the ordinary trade functions of the employee's classification.
 - e) Use of Tools: Tools issued to an employee shall be used only in the course of their duties, and for the purpose for which they are supplied.
 - f) Care of Tools: Employees shall be responsible for the proper upkeep of all tools, and other equipment, implements and articles, issued for their use, and shall replace or pay for any items lost or damaged through misuse or negligence.
 - g) Payment for Other Purposes: Tool allowances shall apply during periods of annual leave, sick and accident leave, long service leave and award holidays, but shall be excluded in the calculation of any payment for accrued leave made to the employee upon termination of service.

54. Expenses

All reasonable expenses incurred by an employee in connection with their work shall be reimbursed by Riverina Water.

55. Out Sourcing

- i) Where Riverina Water is considering a change of practice to involve out sourcing or contracting work out, it will notify the employees and their union/s. It will also provide employees and their union/s with fourteen (14) days' notice to respond with suitable proposals about alternative arrangements to out sourcing prior to any decision to invite tenders.

Riverina Water at the same time as tenders are invited will provide the union/s with a copy of any specification or contract which has been prepared.

The tenders when advertised shall be timed so as to provide the employees with an opportunity to submit an offer to establish that they can do the work to an equivalent standard, timetable and price.

- ii) Contractors shall have an enterprise agreement with the relevant unions which covers the employees of the contractor.

- iii) Tenders will be required to specify details of the award coverage including conditions of employment and the classifications and rates of pay applicable under the award as well as the terms of agreement for the contractor to comply with the industry safety standards and practices.
- iv) Riverina Water will only outsource work when there are insufficient resources to meet its work commitment and timetable; or where the safety of the public or the water distribution performance is at risk; or where contracting out work is the most advantageous option taking into account quality, safety and performance.
- v) When a decision is to be made regarding division of work between Riverina Water and outside resources, due consideration will be taken of the nature of the jobs so that Riverina Water staff have the opportunity to undertake quality work. A copy of the work scope will be available with the relevant manager for perusal by employees, prior to the specification being advertised.

Riverina Water Staff shall have the opportunity to select the quality work to ensure skills are maintained or provide opportunity for higher quality skills to be obtained.

- vi) Riverina Water will advise employees and their union/s following consideration of tenders and the above listed factors.
- vii) Where Riverina Water does contract out work, no employee will, as a result, be made involuntarily redundant. Affected employees will be offered the opportunity for retraining in skills required by Riverina Water.

56. Classifications and Rates of Pay

- i) An employee shall be allocated an employment classification which describes the employee's major and substantial functions and duties.
- ii) An employee shall be paid not less than the weekly rate of pay for employee's grade within the employee's allocated classification as listed in Appendix A - Rate of Pay of this Award.
- iii) Each position shall have an agreed job description which shall be updated at the time of a change to the functions and duties and skill requirements of the position.
- iv) The weekly rates of pay in this award contain a 1.35% component in lieu of annual leave loading.
- v) Rates of pay and allowances in this Award shall move by the following: 6.00% from 14 July 2025, 4.00% 1st July 2026 and 5.00% 1st July 2027.

56A. Annualised Salaries - Executive Band 4

- i) Annual salary instead of award provisions:

Notwithstanding any other provisions of this Award, the employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all payments arising under certain agreed provisions of the Award.
- ii) Annual salary not to disadvantage employees:
 - a) The annual salary must be no less than the amount the employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
 - b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.

- iii) An annual salary agreement must:
 - a) Be in writing and signed by both parties;
 - b) State the date on which the arrangement commences;
 - c) Be provided to the employee;
 - d) Contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of the value of the provision of matters not comprehended by the award such as use of an employer provided motor vehicle;
 - e) Be subject to an annual review;
 - f) Contain details of any salary package arrangements, including the annual salary that is payable;
 - g) Contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle;
 - h) Contain details of any performance pay arrangements and performance measurement indicators;
 - i) Contain the salary for the purposes of accident make up pay (if applicable); and
 - j) Contain the award band and level for the role.
- iv) An annual salary agreement may be terminated:
 - a) By the employer or the employee giving four (4) weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - b) At any time, by written agreement between the employer and the employee.
- v) On termination of an annual salary agreement, the employee will revert to the Awards entitlements unless a new annual salary agreement is reached.

57. Superannuation - Additional

- i) Riverina Water will maintain, at all times a buffer of 5.50% above the Federal Government Superannuation Guarantee.
- ii) The combined rate of the Federal Government Superannuation Guarantee "or equivalent system" and buffer shall not diminish.
- iii) The additional percentage each year will be made for all employees whether they are Accumulation or Defined Benefit Fund member.

58. Safety Bonus

- i) The parties to the Award are committed to a high standard of health and safety.
- ii) For the three years of this Award, council will maintain an Injury and Illness Statistics Index (IISI) recording time lost against the total hours worked.
- iii) Subject to the annual figure achieved by the whole organisation as at 30 June each year a reward payment will be payable to every employee who has been part of Council's workforce for more than half of that year and is still so employed at the time of the bonus payment.
- iv) The reward payment shall be by way of additional remuneration based on the following scale:

SAFETY ACHIEVEMENT	
IISI 300+	0
IISI 151 - 300	\$100
IISI 51 - 150	\$250
IISI 0 - 50	\$400

59. No Extra Claims

The parties to this Award agree not to pursue any additional or extra claims during the term of this Award except in accordance with Clause 6 - Enterprise Agreements.

60. Breach of Award

If this Award is breached by either party, the maximum remedy and/or penalty for such breach shall be no greater than that which is available in respect of a breach of an award made under the *Industrial Relations Act 1996* (NSW).

A party to this Award shall be barred from commencing or continuing an action for breach of this Award in more than one jurisdiction.

PART B

Appendix A - Rates of Pay

Riverina Water County Council - Pay Rates after 6.0% increase From 14 July 2025 - BAND 1 OPERATIONAL						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
1	19					2,043.42
	18				1,983.90	
	17			1,926.12		
	16		1,870.02			
	15	1,815.55				
1	17					1,926.12
	16				1,870.02	
	15			1,815.55		
	14		1,762.67			
	13	1,711.33				
1	15					1,815.55
	14				1,762.67	
	13			1,711.33		
	12		1,661.49			
	11	1,613.10				
1	13					1,711.33
	12				1,661.49	
	11			1,613.10		
	10		1,566.12			
	9	1,520.50				
1	11					1,613.10
	10				1,566.12	
	9			1,520.50		
	8		1,476.21			
	7	1,433.21				
1	9					1,520.50
	8				1,476.21	
	7			1,433.21		
	6		1,391.47			

	5	1,350.94				
1	7					1,433.21
	6				1,391.47	
	5			1,350.94		
	4		1,311.59			
	3	1,273.39				
1	5					1,350.94
	4				1,311.59	
	3			1,273.39		
	2		1,236.30			
	1	1,200.29				

Riverina Water County Council - Pay Rates after 6.0% increase						
From 14 July 2025 - BAND 2 ADMINISTRATIVE / TECHNICAL / TRADES						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
2	31					2,913.45
	30				2,828.59	
	29			2,746.20		
	28		2,666.21			
	27	2,588.55				
2	29					2,746.20
	28				2,666.21	
	27			2,588.55		
	26		2,513.16			
	25	2,439.96				
2	27					2,588.55
	26				2,513.16	
	25			2,439.96		
	24		2,368.89			
	23	2,299.89				
2	25					2,439.96
	24				2,368.89	
	23			2,299.89		
	22		2,232.90			
	21	2,167.86				
2	23					2,299.89
	22				2,232.90	
	21			2,167.86		
	20		2,104.72			
	19	2,043.42				
2	21					2,167.86
	20				2,104.72	
	19			2,043.42		
	18		1,983.90			
	17	1,926.12				
2	19					2,043.42
	18				1,983.90	
	17			1,926.12		
	16		1,870.02			
	15	1,815.55				
2	17					1,926.12
	16				1,870.02	
	15			1,815.55		
	14		1,762.67			
	13	1,711.33				

2	15					1,815.55
	14				1,762.67	
	13			1,711.33		
	12		1,661.49			
	11	1,613.10				
2	13					1,711.33
	12				1,661.49	
	11			1,613.10		
	10		1,566.12			
	9	1,520.50				
2	11					1,613.10
	10				1,566.12	
	9			1,520.50		
	8		1,476.21			
	7	1,433.21				
2	9					1,520.50
	8				1,476.21	
	7			1,433.21		
	6		1,391.47			
	5	1,350.94				

Riverina Water County Council - Pay Rates after 6.0% increase						
From 14 July 2025 - BAND 3 PROFESSIONAL / SPECIALIST						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
3	41					3,915.43
	40				3,801.39	
	39			3,690.67		
	38		3,583.17			
	37	3,478.81				
3	39					3,690.67
	38				3,583.17	
	37			3,478.81		
	36		3,377.49			
	35	3,279.12				
3	37					3,478.81
	36				3,377.49	
	35			3,279.12		
	34		3,183.61			
	33	3,090.88				
3	35					3,279.12
	34				3,183.61	
	33			3,090.88		
	32		3,000.85			
	31	2,913.45				
3	33					3,090.88
	32				3,000.85	
	31			2,913.45		
	30		2,828.59			
	29	2,746.20				
3	31					2,913.45
	30				2,828.59	
	29			2,746.20		
	28		2,666.21			
	27	2,588.55				

3	29					2,746.20
	28				2,666.21	
	27			2,588.55		
	26		2,513.16			
	25	2,439.96				
3	27					2,588.55
	26				2,513.16	
	25			2,439.96		
	24		2,368.89			
	23	2,299.89				
3	25					2,439.96
	24				2,368.89	
	23			2,299.89		
	22		2,232.90			
	21	2,167.86				
3	23					2,299.89
	22				2,232.90	
	21			2,167.86		
	20		2,104.72			
	19	2,043.42				
3	21					2,167.86
	20				2,104.72	
	19			2,043.42		
	18		1,983.90			
	17	1,926.12				
3	19					2,043.42
	18				1,983.90	
	17			1,926.12		
	16		1,870.02			
	15	1,815.55				
3	17					1,926.12
	16				1,870.02	
	15			1,815.55		
	14		1,762.67			
	13	1,711.33				
3	15					1,815.55
	14				1,762.67	
	13			1,711.33		
	12		1,661.49			
	11	1,613.10				
3	13					1,711.33
	12				1,661.49	
	11			1,613.10		
	10		1,566.12			
	9	1,520.50				

Riverina Water County Council - Pay Rates after 6.0% increase						
From 14 July 2025 - BAND 4 EXECUTIVE						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
4	45					4,406.86
	44				4,278.50	
	43			4,153.88		
	42		4,032.89			
	41	3,915.43				

4						4,153.88
	42				4,032.89	
	41			3,915.43		
	40		3,801.39			
	39	3,690.67				
4	41					3,915.43
	40				3,801.39	
	39			3,690.67		
	38		3,583.17			
	37	3,478.81				
4	39					3,690.67
	38				3,583.17	
	37			3,478.81		
	36		3,377.49			
	35	3,279.12				
4	37					3,478.81
	36				3,377.49	
	35			3,279.12		
	34		3,183.61			
	33	3,090.88				

Riverina Water County Council - Pay Rates after 4.0% increase						
1st JULY 2026 - BAND 1 OPERATIONAL						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
1	19					2,125.15
	18				2,063.25	
	17			2,003.16		
	16		1,944.82			
	15	1,888.17				
1	17					2,003.16
	16				1,944.82	
	15			1,888.17		
	14		1,833.17			
	13	1,779.78				
1	15					1,888.17
	14				1,833.17	
	13			1,779.78		
	12		1,727.94			
	11	1,677.61				
1	13					1,779.78
	12				1,727.94	
	11			1,677.61		
	10		1,628.75			
	9	1,581.31				
1	11					1,677.61
	10				1,628.75	
	9			1,581.31		
	8		1,535.25			
	7	1,490.53				
1	9					1,581.31
	8				1,535.25	
	7			1,490.53		
	6		1,447.12			
	5	1,404.97				

1	7					1,490.53
	6				1,447.12	
	5			1,404.97		
	4		1,364.05			
	3	1,324.32				
1	5					1,404.97
	4				1,364.05	
	3			1,324.32		
	2		1,285.75			
	1	1,248.30				

Riverina Water County Council - Pay Rates after 4.0% increase						
1st JULY 2026 - BAND 2 ADMINISTRATIVE / TECHNICAL / TRADES						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
2	31					3,029.97
	30				2,941.72	
	29			2,856.04		
	28		2,772.85			
	27	2,692.09				
2	29					2,856.04
	28				2,772.85	
	27			2,692.09		
	26		2,613.68			
	25	2,537.55				
2	27					2,692.09
	26				2,613.68	
	25			2,537.55		
	24		2,463.64			
	23	2,391.88				
2	25					2,537.55
	24				2,463.64	
	23			2,391.88		
	22		2,322.21			
	21	2,254.57				
2	23					2,391.88
	22				2,322.21	
	21			2,254.57		
	20		2,188.90			
	19	2,125.15				
2	21					2,254.57
	20				2,188.90	
	19			2,125.15		
	18		2,063.25			
	17	2,003.16				
2	19					2,125.15
	18				2,063.25	
	17			2,003.16		
	16		1,944.82			
	15	1,888.17				
2	17					2,003.16
	16				1,944.82	
	15			1,888.17		
	14		1,833.17			
	13	1,779.78				

2	15					1,888.17
	14				1,833.17	
	13			1,779.78		
	12		1,727.94			
	11	1,677.61				
2	13					1,779.78
	12				1,727.94	
	11			1,677.61		
	10		1,628.75			
	9	1,581.31				
2	11					1,677.61
	10				1,628.75	
	9			1,581.31		
	8		1,535.25			
	7	1,490.53				
2	9					1,581.31
	8				1,535.25	
	7			1,490.53		
	6		1,447.12			
	5	1,404.97				

Riverina Water County Council - Pay Rates after 4.0% increase						
1st JULY 2026 - BAND 3 PROFESSIONAL / SPECIALIST						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
3	41					4,072.05
	40				3,953.45	
	39			3,838.30		
	38		3,726.50			
	37	3,617.96				
3	39					3,838.30
	38				3,726.50	
	37			3,617.96		
	36		3,512.58			
	35	3,410.27				
3	37					3,617.96
	36				3,512.58	
	35			3,410.27		
	34		3,310.94			
	33	3,214.50				
3	35					3,410.27
	34				3,310.94	
	33			3,214.50		
	32		3,120.87			
	31	3,029.97				
3	33					3,214.50
	32				3,120.87	
	31			3,029.97		
	30		2,941.72			
	29	2,856.04				
3	31					3,029.97
	30				2,941.72	
	29			2,856.04		
	28		2,772.85			
	27	2,692.09				

3	29					2,856.04
	28				2,772.85	
	27			2,692.09		
	26		2,613.68			
	25	2,537.55				
3	27					2,692.09
	26				2,613.68	
	25			2,537.55		
	24		2,463.64			
	23	2,391.88				
3	25					2,537.55
	24				2,463.64	
	23			2,391.88		
	22		2,322.21			
	21	2,254.57				
3	23					2,391.88
	22				2,322.21	
	21			2,254.57		
	20		2,188.90			
	19	2,125.15				
3	21					2,254.57
	20				2,188.90	
	19			2,125.15		
	18		2,063.25			
	17	2,003.16				
3	19					2,125.15
	18				2,063.25	
	17			2,003.16		
	16		1,944.82			
	15	1,888.17				
3	17					2,003.16
	16				1,944.82	
	15			1,888.17		
	14		1,833.17			
	13	1,779.78				
3	15					1,888.17
	14				1,833.17	
	13			1,779.78		
	12		1,727.94			
	11	1,677.61				
3	13					1,779.78
	12				1,727.94	
	11			1,677.61		
	10		1,628.75			
	9	1,581.31				

Riverina Water County Council - Pay Rates after 4.0% increase						
1st JULY 2026 - BAND 4 EXECUTIVE						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
4	45					4,583.13
	44				4,449.64	
	43			4,320.04		
	42		4,194.21			
	41	4,072.05				

4						4,320.04
	42				4,194.21	
	41			4,072.05		
	40		3,953.45			
	39	3,838.30				
4	41					4,072.05
	40				3,953.45	
	39			3,838.30		
	38		3,726.50			
	37	3,617.96				
4	39					3,838.30
	38				3,726.50	
	37			3,617.96		
	36		3,512.58			
	35	3,410.27				
4	37					3,617.96
	36				3,512.58	
	35			3,410.27		
	34		3,310.94			
	33	3,214.50				

Riverina Water County Council - Pay Rates after 5.0% increase						
1st JULY 2027 - BAND 1 OPERATIONAL						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
1	19					2,231.44
	18				2,166.45	
	17			2,103.35		
	16		2,042.09			
	15	1,982.61				
1	17					2,103.35
	16				2,042.09	
	15			1,982.61		
	14		1,924.86			
	13	1,868.80				
1	15					1,982.61
	14				1,924.86	
	13			1,868.80		
	12		1,814.37			
	11	1,761.52				
1	13					1,868.80
	12				1,814.37	
	11			1,761.52		
	10		1,710.21			
	9	1,660.40				
1	11					1,761.52
	10				1,710.21	
	9			1,660.40		
	8		1,612.04			
	7	1,565.09				
1	9					1,660.40
	8				1,612.04	
	7			1,565.09		
	6		1,519.50			
	5	1,475.24				

1	7					1,565.09
	6				1,519.50	
	5			1,475.24		
	4		1,432.27			
	3	1,390.55				
1	5					1,475.24
	4				1,432.27	
	3			1,390.55		
	2		1,350.05			
	1	1,310.73				

Riverina Water County Council - Pay Rates after 5.0% increase						
1st JULY 2027 - BAND 2 ADMINISTRATIVE / TECHNICAL / TRADES						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
2	31					3,181.51
	30				3,088.84	
	29			2,998.87		
	28		2,911.52			
	27	2,826.72				
2	29					2,998.87
	28				2,911.52	
	27			2,826.72		
	26		2,744.39			
	25	2,664.46				
2	27					2,826.72
	26				2,744.39	
	25			2,664.46		
	24		2,586.85			
	23	2,511.50				
2	25					2,664.46
	24				2,586.85	
	23			2,511.50		
	22		2,438.35			
	21	2,367.33				
2	23					2,511.50
	22				2,438.35	
	21			2,367.33		
	20		2,298.38			
	19	2,231.44				
2	21					2,367.33
	20				2,298.38	
	19			2,231.44		
	18		2,166.45			
	17	2,103.35				
2	19					2,231.44
	18				2,166.45	
	17			2,103.35		
	16		2,042.09			
	15	1,982.61				
2	17					2,103.35
	16				2,042.09	
	15			1,982.61		
	14		1,924.86			
	13	1,868.80				

2	15					1,982.61
	14				1,924.86	
	13			1,868.80		
	12		1,814.37			
	11	1,761.52				
2	13					1,868.80
	12				1,814.37	
	11			1,761.52		
	10		1,710.21			
	9	1,660.40				
2	11					1,761.52
	10				1,710.21	
	9			1,660.40		
	8		1,612.04			
	7	1,565.09				
2	9					1,660.40
	8				1,612.04	
	7			1,565.09		
	6		1,519.50			
	5	1,475.24				

Riverina Water County Council - Pay Rates after 5.0% increase						
1st JULY 2027 - BAND 3 PROFESSIONAL / SPECIALIST						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
3	41					4,275.71
	40				4,151.17	
	39			4,030.26		
	38		3,912.87			
	37	3,798.90				
3	39					4,030.26
	38				3,912.87	
	37			3,798.90		
	36		3,688.25			
	35	3,580.83				
3	37					3,798.90
	36				3,688.25	
	35			3,580.83		
	34		3,476.53			
	33	3,375.27				
3	35					3,580.83
	34				3,476.53	
	33			3,375.27		
	32		3,276.96			
	31	3,181.51				
3	33					3,375.27
	32				3,276.96	
	31			3,181.51		
	30		3,088.84			
	29	2,998.87				
3	31					3,181.51
	30				3,088.84	
	29			2,998.87		
	28		2,911.52			
	27	2,826.72				

3	29					2,998.87
	28				2,911.52	
	27			2,826.72		
	26		2,744.39			
	25	2,664.46				
3	27					2,826.72
	26				2,744.39	
	25			2,664.46		
	24		2,586.85			
	23	2,511.50				
3	25					2,664.46
	24				2,586.85	
	23			2,511.50		
	22		2,438.35			
	21	2,367.33				
3	23					2,511.50
	22				2,438.35	
	21			2,367.33		
	20		2,298.38			
	19	2,231.44				
3	21					2,367.33
	20				2,298.38	
	19			2,231.44		
	18		2,166.45			
	17	2,103.35				
3	19					2,231.44
	18				2,166.45	
	17			2,103.35		
	16		2,042.09			
	15	1,982.61				
3	17					2,103.35
	16				2,042.09	
	15			1,982.61		
	14		1,924.86			
	13	1,868.80				
3	15					1,982.61
	14				1,924.86	
	13			1,868.80		
	12		1,814.37			
	11	1,761.52				
3	13					1,868.80
	12				1,814.37	
	11			1,761.52		
	10		1,710.21			
	9	1,660.40				

Riverina Water County Council - Pay Rates after 5.0% increase						
1st JULY 2027 - BAND 4 EXECUTIVE						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
4	45					4,812.35
	44				4,672.18	
	43			4,536.10		
	42		4,403.98			
	41	4,275.71				

4	43					4,536.10
	42				4,403.98	
	41			4,275.71		
	40		4,151.17			
	39	4,030.26				
4	41					4,275.71
	40				4,151.17	
	39			4,030.26		
	38		3,912.87			
	37	3,798.90				
4	39					4,030.26
	38				3,912.87	
	37			3,798.90		
	36		3,688.25			
	35	3,580.83				
4	37					3,798.90
	36				3,688.25	
	35			3,580.83		
	34		3,476.53			
	33	3,375.27				

Riverina Water County Council - Pay Rates after 6.0% increase						
From 14 July 2025 - BAND 2 ELECTRICAL						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
2	EL 27					2,663.21
	EL 26				2,587.82	
	EL 25			2,514.62		
	EL 24		2,443.55			
	EL 23	2,374.55				
2	EL 25					2,514.62
	EL 24				2,443.55	
	EL 23			2,374.55		
	EL 22		2,307.56			
	EL 21	2,242.52				
2	EL 23					2,374.55
	EL 22				2,307.56	
	EL 21			2,242.52		
	EL 20		2,179.38			
	EL 19	2,118.08				
2	EL 21					2,242.52
	EL 20				2,179.38	
	EL 19			2,118.08		
	EL 18		2,058.56			
	EL 17	2,000.78				
2	EL 19					2,118.08
	EL 18				2,058.56	
	EL 17			2,000.78		
	EL 16		1,944.68			
	EL 15	1,890.21				
2	EL 17					2,000.78
	EL 16				1,944.68	
	EL 15			1,890.21		
	EL 14		1,837.33			
	EL 13	1,785.99				

2	EL 15					1,890.21
	EL 14				1,837.33	
	EL 13			1,785.99		
	EL 12		1,736.15			
	EL 11	1,687.76				
2	EL 13					1,785.99
	EL 12				1,736.15	
	EL 11			1,687.76		
	EL 10		1,640.78			
	EL 9	1,595.16				
2	EL 11					1,687.76
	EL 10				1,640.78	
	EL 9			1,595.16		
	EL 8		1,550.87			
	EL 7	1,507.87				

Riverina Water County Council - Pay Rates after 4.0% increase						
1st JULY 2026 - BAND 2 ELECTRICAL						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
2	EL 27					2,769.74
	EL 26				2,691.33	
	EL 25			2,615.20		
	EL 24		2,541.29			
	EL 23	2,469.53				
2	EL 25					2,615.20
	EL 24				2,541.29	
	EL 23			2,469.53		
	EL 22		2,399.86			
	EL 21	2,332.22				
2	EL 23					2,469.53
	EL 22				2,399.86	
	EL 21			2,332.22		
	EL 20		2,266.55			
	EL 19	2,202.80				
2	EL 21					2,332.22
	EL 20				2,266.55	
	EL 19			2,202.80		
	EL 18		2,140.90			
	EL 17	2,080.81				
2	EL 19					2,202.80
	EL 18				2,140.90	
	EL 17			2,080.81		
	EL 16		2,022.47			
	EL 15	1,965.82				
2	EL 17					2,080.81
	EL 16				2,022.47	
	EL 15			1,965.82		
	EL 14		1,910.82			
	EL 13	1,857.43				
2	EL 15					1,965.82
	EL 14				1,910.82	
	EL 13			1,857.43		
	EL 12		1,805.59			
	EL 11	1,755.26				

2	EL 13					1,857.43
	EL 12				1,805.59	
	EL 11			1,755.26		
	EL 10		1,706.40			
	EL 9	1,658.96				
2	EL 11					1,755.26
	EL 10				1,706.40	
	EL 9			1,658.96		
	EL 8		1,612.90			
	EL 7	1,568.18				

Riverina Water County Council - Pay Rates after 5.0% increase						
1st JULY 2027 - BAND 2 ELECTRICAL						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
2	EL 27					2,908.25
	EL 26				2,825.92	
	EL 25			2,745.99		
	EL 24		2,668.38			
	EL 23	2,593.03				
2	EL 25					2,745.99
	EL 24				2,668.38	
	EL 23			2,593.03		
	EL 22		2,519.88			
	EL 21	2,448.86				
2	EL 23					2,593.03
	EL 22				2,519.88	
	EL 21			2,448.86		
	EL 20		2,379.91			
	EL 19	2,312.97				
2	EL 21					2,448.86
	EL 20				2,379.91	
	EL 19			2,312.97		
	EL 18		2,247.98			
	EL 17	2,184.88				
2	EL 19					2,312.97
	EL 18				2,247.98	
	EL 17			2,184.88		
	EL 16		2,123.62			
	EL 15	2,064.14				
2	EL 17					2,184.88
	EL 16				2,123.62	
	EL 15			2,064.14		
	EL 14		2,006.39			
	EL 13	1,950.33				
2	EL 15					2,064.14
	EL 14				2,006.39	
	EL 13			1,950.33		
	EL 12		1,895.90			
	EL 11	1,843.05				
2	EL 13					1,950.33
	EL 12				1,895.90	
	EL 11			1,843.05		
	EL 10		1,791.74			
	EL 9	1,741.93				

2	EL 11					1,843.05
	EL 10				1,791.74	
	EL 9			1,741.93		
	EL 8		1,693.57			
	EL 7	1646.62				

Riverina Water County Council - Pay Rates after 6.0% increase						
From 14 July 2025 - Trainee/Apprentice/Cadet						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
1	T10			1,500.36		
	T9			1,435.55		
	T8			1,392.34		
	T7			1,332.32		
	T6			1,260.30		
	T5			1,152.28		
	T4			1,008.24		
	T3			864.21		
	T2			720.17		
	T1			576.14		

Riverina Water County Council - Pay Rates after 4.0% increase						
1st JULY 2026 - Trainee/Apprentice/Cadet						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
1	T10			1,560.38		
	T9			1,492.97		
	T8			1,448.03		
	T7			1,385.61		
	T6			1,310.72		
	T5			1,198.37		
	T4			1,048.57		
	T3			898.78		
	T2			748.98		
	T1			599.18		

Riverina Water County Council - Pay Rates after 5.0% increase						
1st JULY 2027 - Trainee/Apprentice/Cadet						
BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2
1	T10			1,638.41		
	T9			1,567.63		
	T8			1,520.45		
	T7			1,454.91		
	T6			1,376.27		
	T5			1,258.30		
	T4			1,101.01		
	T3			943.73		
	T2			786.44		
	T1			629.15		

Appendix B - Allowances

		From The first full pay period on or after the Award is made \$	From 1/07/2026 \$	From 1/07/2027 \$
On Call	Per Day	83.21	86.55	90.85
Meal Allowance Clause 27 v(a)	Per Meal	38.70	40.25	42.25
Tool Allowance Clause 53 (i)	Per Week	46.60	48.45	50.85
Private Vehicle Reimbursement (\$KM)		ATO	ATO	ATO
Living Away From Home Allowance Clause 49	Per Night	103.30	107.45	112.80
Vehicle minimum quarterly payment		2145.00	2145.00	2145.00
Clause 48	Extra Day	40.30	41.90	44.00
Civil Liability - Engineering Professionals Clause 46(i) Paid in addition to employees weekly rate	Per Week	3.50%	3.50%	3.50%

J. McDONALD, *Commissioner*

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 77087 of 2022)

Before Commissioner McDonald

18 August 2025

VARIATION

1. Delete the tables in subclause F.3.2 of clause F.3, The Surcharge, of Schedule F - Temporary Fuel Surcharge, of the determination published 24 August 2020 (387 I.G. 924) and reprinted 1 March 2024 (396 I.G. 891), and insert in lieu the following:

F.3.2 For pay periods commencing between 18 August 2025 and 21 September 2025, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.08
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.10
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.15
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.15
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.15
Rigid-carrying capacity over 14 tonnes or more	\$0.19
Single Axle Prime Mover	\$0.19
Bogie Axle Prime Mover	\$0.23

For pay periods commencing between 21 July 2025 and 17 August 2025, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.08
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.09
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.14
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.14
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.14
Rigid-carrying capacity over 14 tonnes or more	\$0.18
Single Axle Prime Mover	\$0.18
Bogie Axle Prime Mover	\$0.22

2. Delete the tables in subclause F.3.3 of clause F.3, The Surcharge of Schedule F - Temporary Fuel Surcharge, and insert in lieu the following:

For pay periods commencing between 18 August 2025 and 21 September 2025:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.09
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.09
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.09
Rigid-carrying capacity over 14 tonnes or more	\$2.68
Single Axle Prime Mover	\$2.69
Bogie Axle Prime Mover	\$3.27

For pay periods commencing between 21 July 2025 and 17 August 2025:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$1.93
Rigid-carrying capacity over 10 and including 12 tonnes	\$1.93
Rigid-carrying capacity over 12 and including 14 tonnes	\$1.93
Rigid-carrying capacity over 14 tonnes or more	\$2.48
Single Axle Prime Mover	\$2.48
Bogie Axle Prime Mover	\$3.02

3. This variation will take effect on 18 August 2025.

J. McDONALD, *Commissioner*

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