

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/359

**TITLE:** **Murrumbidgee Irrigation Limited Enterprise Agreement  
2005**

**I.R.C. NO:** IRC5/5203

**DATE APPROVED/COMMENCEMENT:** 22 November 2005 / 1 July 2005

**TERM:** 12

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/75.

**GAZETTAL REFERENCE:** 6 January 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 47

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Murrumbidgee Irrigation Limited (with the exception of the Chief Executive and 4 senior contracted employees) who fall within the coverage of the Murrumbidgee Irrigation Consent Award 2004.

**PARTIES:** Murrumbidgee Irrigation Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales

# Murrumbidgee Irrigation Limited Enterprise Agreement 2005

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## **1 TITLE**

This Agreement shall be known as the Murrumbidgee Irrigation Limited Enterprise Agreement 2005.

## **2 SCOPE AND APPLICATION**

2.1 This Agreement is binding on:

- The Company and the Australian Workers Union New South Wales Branch; the Automotive Food Metals Engineering Printing and Kindred Industries Union New South Wales Branch; the Public Service Association and Professional Officers Amalgamated Union of New South Wales; the Association of Professional Engineers, Scientists and Managers, Australia and each employee for whom the Agreement is made on or after the date of registration by the Industrial Relations Commission.

2.2 Newly created positions will undergo a job analysis to ensure the position is classified in accordance with this Agreement.

## **3 OBJECTIVES**

The objectives of this Agreement are:

3.1 To set the employment relationship between the Company and its employees.

3.2 To promote continuous improvement throughout the Company with the aim of developing a contemporary and competitive approach to the daily work activities.

3.3 To help facilitate the provision of cost effective services to customers as the parties recognise the need for a commercially viable company to service the rural community.

3.4 To contribute to achieving a safe and harmonious work place where employees are provided with secure and rewarding employment.

## **4 DEFINITIONS**

“Company” means Murrumbidgee Irrigation Limited and its successor, or its nominee or representative.

“Consultative Committee” means the committee established under Clause 8 of this Agreement.

“Displaced Employee” means an employee whose position is no longer available due to a restructure of the Company.

“Employee” means any person employed by the Company.

“Formalised” means a written document signed and retained by the parties involved.

“Redundancy” means a termination of employment because the Company considers a position is no longer required and is not related to any personal act or default of an employee dismissed or any consideration peculiar to the employee.

“Service” means continuous service with the Company, provided that at the date of commencement of this Agreement, service of existing employees is to be taken to include all service with any predecessor organisation.

“Settlement Period” for the purpose of the Flexitime Hours subclause (9.2) shall be 4 weeks commencing at the start of the nominated Company pay cycle.

## **5 DATE AND PERIOD OF OPERATION**

This Agreement shall take effect from 1<sup>st</sup> July 2005 and shall remain in force for a nominal term of one year.

## **6 RELATIONSHIP TO AWARDS**

The provisions of this Enterprise Agreement prevail over the provisions of any State Award of the Industrial Relations Commission that deal with the same matters in so far as the provisions of the State Award apply to a person bound by this Enterprise Agreement.

Where it is demonstrated that an employee has suffered a significant loss or diminution in conditions of employment as a result of the making of this Agreement, the Company, subject to any conciliation or arbitration required by any party, will provide reasonable adjustment to such conditions of employment.

## **7 AGREEMENT TO BE AVAILABLE**

A copy of this Agreement will be readily available in all-permanent depots and offices of the Company.

## **8 WORKPLACE CONSULTATION**

8.1 A Consultative Committee comprising management, employee and union representation will be maintained and be an integral part of Company – employee relationships. For this reason it is imperative that members of the Committee act positively to resolve matters of mutual interest and that they carry out their duties in a responsible and timely manner.

8.2 The Committee shall have six representatives elected by the employees, consisting of:

- One each from the Griffith and Leeton Construction groups
- One each from the Griffith and Leeton Irrigation Services groups
- One from the Business Services group
- One from the Assets / Environment group

- 8.3 The Committee shall have not less than two or more than four representatives from management.
- 8.4 The Committee can have one representative from each of the Unions party to this Agreement.
- 8.5 The Consultative Committee will review the Company's strategic objectives and daily functional requirements to enable the identification of employment conditions and pay scales that are more relevant to Company's activities.
- 8.6 Prior to the Company granting any offers of voluntary redundancy appropriate consultation will take place between the employee and the employee representative and if necessary, the Consultative Committee.
- 8.7 Unions party to this Agreement and the Directors of the Company undertake to facilitate, encourage and not interfere with the good faith negotiating of the Consultative Committee. It is however recognised that both the Directors and Unions will have a role in approving of the negotiation outcomes.

## **9 HOURS OF DUTY**

### **9.1 GENERAL**

- 9.1.1 The ordinary working hours shall be based on a standard 38 hours per week with relevant daily hours worked between a span of hours of 6.00 am and 6.00 pm, Monday to Friday.
- 9.1.2 This Agreement acknowledges the previous standard 35 hours that existed and those employees still working these standard hours are still considered permanent full time employees. By a formalised mutual agreement between the Company and an employee and without undue hardship to either party, the nominal weekly hours can be varied.
- 9.1.3 By a formalised mutual agreement between the Company and its employees, the span of hours can be varied to suit the scope of customer service requirements.
- 9.1.4 Starting and finishing times for the daily contract hours shall be determined by mutual agreement between the Company and its employees and customer service requirements will be a prime consideration in this determination.
- 9.1.5 The hours of attendance on duty by Company employees, along with the manner of recording and the frequency of timesheet submission shall be determined from time to time by the Company.
- 9.1.6 Lunch meal breaks of a minimum 30 minutes duration (unpaid) are made available each day and are established by mutual agreement in each functional work area.
- 9.1.7 Morning and afternoon breaks are made available to employees for duration of ten minutes at a time convenient to the workings of the Company.

9.1.8 Inclusive of the above and depending where the employees are functionally located, by mutual agreement employees may also be working one of the following arrangements:

- Flexitime Hours
- 9 Day Fortnight
- 19 Day Month with Make Up Time.

## 9.2 FLEXTIME HOURS

9.2.1 Flexitime is available to permanent employees with the general exception of employees who work:

- A 9 Day Fortnight; or
- 19 Day Month with Make Up Time.

9.2.2 All flex leave granted shall be at the convenience of the Company and requests shall be submitted and approved with reasonable advance notice.

9.2.3 An employee's attendance outside the hours of a standard day but within the span of hours shall be subject to the availability of work.

9.2.4 The coretime for employees to whom this provision applies shall be between the hours of 9.30 am and 3.30 pm unless a different coretime is stipulated by the Company to satisfy customer service requirements.

9.2.5 The standard lunch period shall be 1 hour. With the approval of the Supervisor, the lunch period may be extended by the employee up to 2 hours or reduced to not less than 30 minutes.

9.2.6 Flexible working hours may accrue to the equivalent of the ordinary weekly working hours and may be carried over to the following settlement period, however hours in excess of the maximum accruable amount will be forfeited unless otherwise approved.

9.2.7 Flex leave will be granted to a minimum 1-hour period and to a maximum of five days and may be taken in conjunction with other leave entitlements.

9.2.8 It is not necessary for employees to have a credit balance when taking flex leave, however the maximum debit balance at any time is 10 hours. Debit balances will be carried into the next settlement period.

9.2.9 Any debit of hours outstanding on an employee's last day of duty will be deducted from any unpaid salary first, and then, if necessary any other unpaid monetary entitlement.

9.2.10 For credit hours that have been unable to be taken on an employee's last day of duty, the employee may receive payment for such hours.

9.2.11 Notwithstanding the provisions of this clause and after appropriate consultation the Company may, in order to meet customer service requirements direct that standard hours and not flexible hours be worked.

### 9.3 9 DAY FORTNIGHT

- 9.3.1 The 'fortnight' for the purpose of this Agreement will be the existing pay cycle, which commences on a Friday morning and finishes on a Thursday afternoon.
- 9.3.2 The ordinary hours of work shall be 76 hours per fortnight worked on 9 days per fortnight, Monday to Friday, consisting of 8 days of 8 hours 30 minutes and one day of 8 hours. The first day of the fortnight will be the 8-hour day
- 9.3.3 Every second Friday or Monday of the fortnight shall be days off with employees allocated their day based on customer service and functional work requirements.
- 9.3.4 Once the rostered day off is established, any changes to roster within the contract times may be made at any time with agreement of the parties, or with no less than one weeks notice by the Company in the absence of agreement.
- 9.3.5 Requests by employees for short term changes to rosters will be considered by management according to the circumstances in each case. While agreement to such changes is solely at the discretion of the Company, permission shall not be unreasonably withheld.
- 9.3.6 Each day of leave taken and any public holidays occurring during a four-week work cycle will be counted as a working day for accrual purposes.
- 9.3.7 Where a public holiday falls on a day off an alternative day is to be taken as follows:
- a) in place of Monday - the following day, Tuesday, or
  - b) in place of Friday – the preceding day, Thursday.
- 9.3.8 If a day off is worked at the Company's request, the Company is to offer another day off in lieu within the same fortnight or alternatively can offer paid overtime. One of the two offers must be made, subject to the provisions for accumulation of days off.

#### ACCUMULATION OF DAYS OFF

- 9.3.9 The Company may elect to seek an accumulation of days off either for particular work groups or the whole workforce in periods of critical workload.
- 9.3.10 The Company will give at least one fortnight's prior notice of this proposal and provision for consultation with individuals will be made.
- 9.3.11 The maximum accumulation will be 5 days off.
- 9.3.12 Employees will not suffer a diminution of their fortnightly pay as a result of an accumulation of days off.
- 9.3.13 Days off accumulated, will be taken at a time mutually agreed between the Company and employees.

## GENERAL

- 9.3.14 When Overseers are on their regular day off, relief in their position will not always be required. However, employees required to perform the duties of a higher classification as an Overseer shall be paid at the higher classification, commensurate with their attained level of skill, for each day or part thereof while so employed.
- 9.3.15 The arrangement referred to in a) (above) shall not apply to employees undertaking recognised on the job training or skill development, in which case no extra payment will apply.
- 9.3.16 The Company reserves the right, after consultation, to trial variable length workdays and meal breaks in the future if it is seen to be desirable.
- 9.3.17 The parties to this Agreement recognise that it may be necessary for trucks and major plant items to work on all available days
- 9.4 19 DAY MONTH WITH MAKE UP TIME
- 9.4.1 Employees who are employed on a 38-hour week and who work 8 hours per day may accrue 0.4 of one hour each day, entitling them to one day off at the end of a 4-week cycle consisting of 19 working days.
- 9.4.2 Each day of leave taken and any public holidays occurring during a four-week work cycle will be counted as a working day for accrual purposes.
- 9.4.3 Employees who as a result of working a roster gain extra days off during an irrigation season will have their leave balance adjusted at the end of that irrigation season, nullifying any carry forward into the following financial year.
- 9.4.4 In respect of clause 9.1 c) and d) the Company may request employees to commence work before 6.00am and move their span of hours forward to commence at an earlier starting time. This variation shall be by mutual agreement and no overtime will apply as a result of this variation.
- 9.4.5 Employees who are required or seek to work varied hours as a result of customer or personal requirements will utilise make-up time provisions, whereby the following will apply:
- a) Credit or debit hours accrue and are treated as time in lieu.
  - b) Time worked as a result of normal daily work patterns after the conclusion of the span when eight hours has not been worked on that day will be credited with a 50% loading.
  - c) Hours worked in excess of the daily contract hours whether inside or outside the span will attract the prescribed overtime penalty loading.
  - d) Call back time as a result of an emergency situation worked outside the span of hours will attract a minimum of 2 hours at the prescribed penalty loading for a Company generated field visit.

- e) Employees who work a full irrigation season on roster and are involved in roster handovers will receive fifteen hours credit with a pro rata application for employees not involved in a full irrigation season.
- f) Hours worked and subsequent balances are to be calculated daily and shown on the timesheet.
- g) During the financial year, fortnightly credit or debit hour balances will carry forward to the next 14-day pay cycle.
- h) At the end of the financial year, any credit or debit hour balances still remaining, will be added to the leave balance of the respective employee, nullifying any carry forward into the following financial year.

## 9.5 LEAVE HOURS

- 9.5.1 Sick Leave, Annual Leave, Special Leave, Long Service Leave or other similar leave will be calculated and recorded as 'hours due' and 'hours taken'.
- 9.5.2 All leave accrued and paid will be based on the number of hours normally worked on that day.
- 9.5.3 Payment for Public Holidays will be based on the number of hours normally worked on that day.

## 9.6 PART TIME HOURS

- 9.6.1 Employees may be engaged or seek to work part time on the basis that their employment will be less than the full ordinary working hours per week under the relevant industrial instrument, other than casual work.
- 9.6.2 Part time employees shall be engaged for not less than 2 days per week, with a minimum engagement of 4 hours on any day.
- 9.6.3 A full time employee who elects to work part time for a set period will be guaranteed the right of return to full time work at the end of that period, provided that this is specified and negotiated at the outset.
- 9.6.4 The remuneration of part time employees is to be expressed on a weekly equivalent basis calculated without the addition of any loading. The appropriate weekly rate is to be divided by appropriate weekly hours and the quotient multiplied by the number of hours actually worked by the part time employee.
- 9.6.5 An employee on part time employment who is directed to work overtime shall be paid at the ordinary rate for hours longer than their regular part time hours up to the ordinary daily full time hours for their classification.

For time beyond the ordinary daily full time hours for their classification, the prescribed overtime penalty rate shall apply unless flexible hours are being utilised.

## 9.7 CASUAL HOURS

### 9.7.1 A casual employee is:

- a) An employee who is engaged on the basis that their ongoing employment will not be guaranteed and their hours of engagement will be irregular;
- b) An employee who works less than the normal weekly hours for a permanent employee for the classification;
- c) An employee engaged on an hourly basis with a minimum of 4 hours per engagement.

9.7.2 The employment of a casual employee shall not exceed 1 month. In the event of employment continuing beyond 1 month such employee shall be regarded as a permanent employee and receive the conditions for permanent employees from the date of engagement.

9.7.3 Casual employees will not receive permanent employee benefits such as leave entitlements and redundancy pay.

9.7.4 Employees engaged on a casual basis will receive a loading of 25% above the regular pay rate appropriate to their classification to compensate them for the absence of permanent employee benefits.

9.7.5 Casual employees directed by the Company to work in excess of the agreed daily contract hours, would be paid the prescribed overtime penalty loading.

9.7.6 Before engaging casuals, the Company will consult with the relevant workgroups and shall actively seek to utilise existing employees to perform the required work to the extent that it will not bring undue costs to bear on the Company.

## 10 PERFORMANCE AND DEVELOPMENT

### 10.1 GENERAL

With the making of this Agreement and specifically with the intent of achieving the objectives described in clause 3, the parties hereby agree to have in place by 30<sup>th</sup> June 2006 a formal employee Performance and Development system that will provide:

- a) a system that continues to promote flexible work practices, multi-skilling and structured career progression,
- b) a system that is responsive to various market conditions, and
- c) a system of employee remuneration that will:
  - require an individual performance and development plan spanning the forthcoming financial year to be implemented for every employee, and

- allow differentiation of pay increases based on individual performance and development plans from 1<sup>st</sup> July 2006 that will be linked to the agreed remuneration framework in clause 12.

## 10.2 TRAINING AND CAREER PATH DEVELOPMENT PRINCIPLES

10.2.1 The parties are committed to co-operating positively to increase efficiency and productivity within the Company and to enhance the career opportunities and job security of all employees through a greater commitment to training and skill development.

Accordingly the parties commit themselves to:

- a) developing a more highly skilled and flexible workforce, and
- b) providing employees with career opportunities by promoting access to appropriate training programs.

10.2.2 The Company shall develop and support training programs and activities that are consistent with:

- a) the current and future needs of the Company,
- b) the size, structure and nature of the operation of the Company, and
- c) the need to develop vocational skills relevant to the Company and the water industry through courses conducted by accredited educational institutions and providers.

## 11. WORK TRIALS

11.1 The parties agree that during the life of this Agreement, the Company in consultation with the relevant employees and the Consultative Committee may trial any new working arrangements. Trials will be complemented by appropriate documentation and assessment processes.

11.2 Where such trials involve temporary variations to the terms of this Agreement, the Company will seek the prior agreement of the unions whose members are involved, which shall not be unreasonably withheld for the trial period.

## 12. REMUNERATION

### 12.1 GENERAL

- a) This Agreement sets common salary points that apply to the Classifications as shown in Schedule 2, 3, 4 and 5 and the rates applicable to those points as shown in Appendix I.
- b) No allowance will be paid to new employees for daily travel between their residence and normal point of engagement in relation to 'Compensation for Travel Patterns' as per Clause 25 (ii) of the General Construction & Maintenance Award. The current allowance

rates will not increase or be applied to employees who relocate and seek this compensation.

## 12.2 AMENDMENT

a) The weekly remuneration amendment that forms part of this Agreement is:

- An increase of 3% or \$25.00 per week, whichever is the greater effective from the first full pay period commencing on or after 1 July 2005.

## 12.3 REMUNERATION FRAMEWORK

With the making of this Agreement and specifically with the intent of achieving the objectives described in clause 3, the parties hereby agree to have in place by 30<sup>th</sup> June 2006 a remuneration framework that will complement individual performance and development plans.

# 13 ANNUAL LEAVE

## 13.1 ENTITLEMENT

13.1.1 Employees are entitled to annual leave each year and the following entitlements are applicable within the Company:

- 140 hours (ie, 4 weeks x 35 hours per week basis)
- 152 hours (ie, 4 weeks x 38 hours per week basis)
- 175 hours (ie, 5 weeks x 35 hours per week basis)
- 190 hours (ie, 5 weeks x 38 hours per week basis)
- 228 hours (ie, 6 weeks x 38 hours per week basis)

13.1.2 Employees who commenced employment after 1<sup>st</sup> July 2002 will be entitled to four weeks annual leave only, unless regularly rostered on Sundays and Public Holidays which will create a five week entitlement.

13.1.3 Annual leave accrues on a daily basis.

13.1.4 Annual leave shall not accrue in respect of any period of leave without pay or unauthorised absence except as outlined below.

13.1.5 Annual leave shall accrue in respect of any period of approved sick leave without pay. It shall accrue in respect of any period of approved leave without pay not exceeding an aggregate of 5 working days in any leave year.

13.1.6 Annual leave shall accrue in respect of periods of absence on Long Service Leave or when absent due to incapacity for which workers compensation has been authorised to be paid under the NSW Workers Compensation Act, 1987

## 13.2 TAKING OF LEAVE

- 13.2.1 Annual leave is to be taken at a time convenient to the working of the Company but as far as practicable the wishes of the employee and domestic need and fair allocation of leave during prime leave periods will be taken into consideration.
- 13.2.2 After taking into account the wishes of an employee, the Company may direct an employee to take accrued annual leave at a time convenient to the Company.
- 13.2.3 Annual leave will not be granted for a period of less than 1 hour.
- 13.2.4 Employees shall take at least two consecutive weeks of annual leave each financial year unless otherwise approved.
- 13.2.5 Annual leave will only be granted, if the leave has accrued up to the day prior to the day on which the particular period of leave commences.

## 13.3 PAYMENT OF LEAVE

- 13.3.1 Payment in advance for annual leave will only be made when requested and when the approved absence is for a period of two weeks or more.
- 13.3.2 Payment for annual leave is to be at the ordinary rate of pay applicable to the employee's substantive position, unless:
- An employee, who has acted for one year or more in the same higher position and who, due to extraordinary circumstances, continues to act in that position is eligible for payment of the higher duty allowance.

## 13.4 ANNUAL LEAVE LOADING

- 13.4.1 Employees shall be granted an annual leave loading of 17.5% of the monetary value of annual leave accrued under clause 13.1. Where additional leave is accrued as compensation for work performed regularly on weekends and public holidays, the annual leave loading shall be calculated on a maximum of 5 weeks leave. Where additional leave is accrued by working in the Western Division of the State, the loading is calculated on a maximum of 4 weeks leave.
- 13.4.2 Annual leave loading may be paid at any time through the year.
- 13.4.3 Payment of outstanding amounts of annual leave loading shall be made on the first pay day in December of each year of the amount applicable to the annual leave accrued for the leave year finishing 30<sup>th</sup> June that year.

## 13.5 CESSATION OF EMPLOYMENT

- 13.5.1 Annual leave, for which an employee is eligible on cessation of employment, including death, shall be calculated to an exact hour of entitlement or multiple thereof. Fractions of less than an hour are to be taken to the next highest hour.

13.5.2 Annual leave so calculated shall, except for death, be paid to the employee on the date of termination of service.

13.5.3 The Company except in the situation of misconduct for which payment may be withheld shall pay any outstanding annual leave loading on retirement or termination.

### 13.6 PAYMENT OF ANNUAL LEAVE AFTER DEATH

13.6.1 Where an employee dies, annual leave is to be calculated up to and including the date of death.

13.6.2 Except as provided for in the payment of funeral expenses, the monetary value of annual leave which remains not taken or forfeited at the date of death is to be paid to the employee's nominated beneficiary. If no beneficiary has been nominated, the monetary value of annual leave is to be paid as follows:

- a) to the widow or widower of the employee
- b) if there is no widow or widower, the children of the employee. If there is a guardian of any children entitled to payment under this paragraph, the payment to which those children are entitled is to be made to that guardian for their maintenance, education or advancement: or
- c) if there is no such widow, widower or children, the person who, in the opinion of the Company was, at the time of death of the employee, a dependant relative of the employee.
- d) if there is no person entitled to payment under a), b) or c) above, the monetary value of annual leave is to be paid to the personal representative of the employee, ie to the Estate.

13.6.3 Where the funeral expenses have been paid by a person other than a person or persons making a claim under b) above, any funeral expenses claim may form a charge against accrued annual leave on the understanding that:

- a) advice clearly identifying the claimant, and receipts associated with the funeral expenses shall be provided by any person making such a claim.
- b) where the monetary value of annual leave exceeds the cost of the funeral, the balance is to be paid to the personal representative of the employee, ie to the Estate

## 14 SICK LEAVE

### 14.1 ENTITLEMENT

14.1.1 Employees are entitled to sick leave each year and the following entitlements are applicable within the Company:

- 70 hours (ie, 2 weeks x 35 hours per week basis)

- 76 hours (ie, 2 weeks x 38 hours per week basis)
- 105 hours (ie 3 weeks at 35 hours per week)
- 114 hours (ie, 3 weeks x 38 hours per week basis)

14.1.2 Employees who commenced employment after 1<sup>st</sup> July 2002 shall be entitled to ten days sick leave only.

14.1.3 Employees who have exhausted their sick leave provision will be considered for extended paid sick leave.

14.1.4 Sick leave on full pay accrues at the beginning of the calendar year except in the first full year of employment when sick leave accrues on a proportionate basis.

14.1.5 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.

14.1.6 Any sick leave that is not taken will accumulate.

## 14.2 TAKING OF LEAVE

14.2.1 Leave may be granted for absences caused by illness or attendance at doctors, hospitals etc, when appointment cannot reasonably be made outside of working hours and where the illness or incapacity is not attributable to the employee's own misconduct.

14.2.2 Where the sick leave sought is in excess of two consecutive days, a medical certificate indicating the nature of the illness or the unfitness and the possible duration thereof must be presented if requested by the Company.

14.2.3 Unless a medical certificate has been presented or circumstances outside the employee's control prevent them from doing so, employees requiring unplanned sick leave, must inform their Supervisor prior to their designated starting time on each day of their absence of the following:

- the inability to attend work,
- nature of the illness which may require confidentiality, and
- the possible duration of the absence.

## 14.3 SICK LEAVE AS A CHARGE AGAINST OTHER LEAVE

14.3.1 An employee who has exhausted available sick leave and is unable to resume duty because of illness or incapacity may elect to access another form of available leave and must do so by written application.

14.3.2 Sick leave without pay may be granted, provided that the absence is supported by a medical certificate.

#### 14.4 WORKERS COMPENSATION

- 14.4.1 An employee may be eligible to claim sick leave on full pay or without pay pending the determination of an employee's claim under the NSW Workers' Compensation Act 1987.
- 14.4.2 If liability for the claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.
- 14.4.3 After the completion of 26 weeks referred to in section 36 of the NSW Workers' Compensation Act 1987, an employee may use any accrued and untaken sick leave to make up any shortfall in their ordinary rate of pay.
- 14.4.4 Any requirements under the NSW Workers' Compensation Act 1987 to provide medical advice and undertake suitable duties must be complied with by the employee. Non compliance with the Act without good reason may result in the Company rejecting any claim to sick leave.
- 14.4.5 No further sick leave shall be granted on full pay if there is commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the NSW Workers' Compensation Act 1987 as amended

#### 14.5 ILLNESS WHILE ON ANNUAL OR LONG SERVICE LEAVE

- 14.5.1 Where an employee who is eligible for sick leave produces a medical certificate to the effect that they have been incapacitated for any period while on annual leave or for one week or more while on long service leave, the employee may be re-credited with an equivalent period of annual or long service leave as the case may be and sick leave debited accordingly.
- 14.5.2 No such re-credit shall be granted to an employee on leave prior to resignation or termination of service.

#### 14.6 MANAGEMENT OF EXCESSIVE SICK LEAVE

- 14.6.1 The control of excessive sick leave is the responsibility of the Company and is based on ensuring the health and well being of all employees and the efficient and effective operation of the Company.
- 14.6.2 An employee with 5 absences on sick leave during a twelve month period unsupported by medical certificates will be interviewed in a counselling environment to discuss reasons for sick leave. Following interview and an examination of sick leave absences, within the context of the employee's overall attendance patterns and work performance, it may be decided to take no further action.
- 14.6.3 If however there is reason to continue to monitor sick leave absences, then a period will be specified for improvement and the employee advised of the consequences of continued unsupported sick leave absences.
- 14.6.4 If no improvement occurs within this period then medical certificates will be required for each future sick leave absence for a period determined by the Supervisor.

## 15 CARER'S LEAVE

### 15.1 USE OF SICK LEAVE

15.1.1 An employee with responsibilities in relation to a class of person set out in 15.1.3 b) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after 1<sup>st</sup> January 1996 for absences to provide care and support for such persons where they are ill.

15.1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

15.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- a) the employee being responsible for the care and support of the person concerned, and
- b) the person concerned being:
  - a spouse of the employee; or
  - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - a child or an adult child (including an adopted child, a step child, 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
  - a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - a relative of the employee who is a member of the same household, where for the purpose of this paragraph;
    - 'relative' means a person related by blood, marriage, or affinity;
    - 'household' means a family group living in the same domestic dwelling.

"affinity" means a relationship that one spouse, because of marriage has to blood relatives of the other.

15.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of the absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.

## 15.2 UNPAID LEAVE FOR FAMILY PURPOSE

15.2.1 The 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 15.1.3 b) who is ill.

## 15.3 ANNUAL LEAVE

15.3.1 To give effect to this Clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.

## 15.4 GRIEVANCE PROCESS

15.4.1 In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with the dispute settlement provisions of this Agreement.

# 16 SPECIAL LEAVE

## 16.1 BASE ENTITLEMENT

16.1.1 The Company shall in the case of personal circumstances provide to an employee some or all of the available special leave on full pay. The entitlement will be whichever is the greater of the following:

- a) 2.5 working days during the first year of service and on completion of the first year's service, 5 working days in any period of 2 years; or
- b) 1 working day for each completed year of service after 2 years of continuous service, less any period of special leave already taken.

16.1.2 Special leave may be taken to a minimum 1 hour duration.

16.1.3 If Special leave is insufficient, access to alternative leave provisions may be granted to cover the required leave.

## 16.2 APPLICATION

16.2.1 Special leave may include but not be limited to the following applications:

- a) Compassionate grounds such as the death or serious illness of a close member of the family or a member of the employee's household;
- b) Local Fire Brigade or Bushfire Brigade duty;
- c) Training Courses that have received Company endorsement prior to commencement;
- d) Local Government Service;
- e) Sport at State or National representative level;

- f) Retirement Seminars.

## 16.3 ADDITIONAL ENTITLEMENT

16.3.1 Employees who are required to provide a service in a State or National interest in the areas described below will be entitled to additional leave as mentioned:

### (a) State Emergencies

- Employees who volunteer to assist the State Emergency Service during emergencies, and are released by the Company for that purpose, may be granted special leave on ordinary pay whilst engaged in these activities during normal working hours.

### (b) Fire Fighting

- Employees who undertake fire fighting duties during an emergency as declared under Section 17 or Section 41F of the Bushfires Act may be granted special leave at ordinary pay for the time they are necessarily absent from duty on such emergency fire fighting activities.

### (c) Military Duty

- Employees who are members of the Defense Reserve Forces and whose military service is part time may be granted up to 15 working days special leave at ordinary pay during the financial year.

### (d) Court Service

When an employee is summoned to be part of a jury or a witness at court, the following will be applicable:

- Notice of court service shall be presented to the Company as soon as practicable.
- During such leave of absence the employee shall be paid the difference between the court service fees received and the normal ordinary rate of pay as if working.

## 17 MATERNITY LEAVE

### 17.1 ENTITLEMENT

An employee who is pregnant shall, subject to this clause be entitled to be granted maternity leave as follows:

- a) For a period of up to 9 weeks leave prior to the expected date of birth; and

For a further period of up to 12 months leave after the actual date of birth.

## 17.2 LEAVE NOTIFICATION

An employee shall formally notify the Company in writing of the following:

- a) Not less than 10 weeks in advance of the intention to take maternity leave, and
- b) Not less than 4 weeks before proceeding on maternity leave of the period and nature of leave plan (ie full or part time or a combination) to be adopted.
- c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that she is pregnant and the expected date of birth.
- d) The employee must, before the start of leave, provide a statutory declaration by the employee, if applicable, the period of any paternity leave sought or taken by their partner.

## 17.3 LEAVE PLAN

17.3.1 An employee who is granted maternity leave, may with the permission of the Company, take the leave as either:

- a) Full time for a period of 12 months; or
- b) Part time for a period of 2 years; or
- c) As a combination of full time and part time over a proportionate period of up to 2 years.

## 17.4 LEAVE PAYMENT

17.4.1 An employee who is entering into approved maternity leave and prior to the expected date of birth has completed not less than 40 weeks' continuous service shall be entitled to:

- a) Be paid at her ordinary rate of pay for a period not exceeding 9 weeks or the period of maternity leave taken, whichever is the lesser period.
- b) Payment for part time maternity leave shall only be for the hours for which the employee would have been at work and at the rate of pay under the part time leave arrangement.
- c) *Continuous service* is defined as full or part time but not casual service and except as provided in 19.4 a), maternity leave shall be granted without pay.

## 17.5 FITNESS TO CONTINUE WORKING

17.5.1 Where, because of illness or risk associated with her pregnancy, the employee is unable to carry out the duties of her position, the Company shall as far as practicable, provide employment in some other position, the duties of which she is able to satisfactorily perform. The position to which the employee is transferred shall be as close as possible in status and salary to her substantive position.

17.5.2 If an employee decides to continue working during the period 9 weeks prior to the expected date of birth, she must be able to satisfactorily perform her normal duties.

17.5.3 If necessary, the Company may require the employee to provide a medical certificate confirming that she is fit and able to continue working during this period

#### 17.6 PREMATURE BIRTH, STILL BIRTH & MISCARRIAGE

17.6.1 If an employee gives birth prematurely and before commencing the maternity leave for which she has applied, she shall be treated as being on maternity leave from the date she enters on leave to give birth to the child and any previous leave arrangements will be negated.

17.6.2 If a child is stillborn, the employee may elect to take available sick leave or maternity leave.

17.6.3 In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

#### 17.7 RETURN TO WORK

17.7.1 As soon as practicable after having the baby, the employee on maternity leave shall notify the Company, in writing, of the baby's date of birth.

17.7.2 An employee returning to work immediately after full time or part time maternity leave has the right to resume her former position.

17.7.3 An employee does not have a right of return to her former position during a period of part time maternity leave. If the Company approves part time maternity leave then the position occupied shall be at the same classification and grade as the former position.

17.7.4 An employee forfeits her right of return to her former position if she does not resume duty immediately at the end of her maternity leave.

17.7.5 If the former position has been abolished, the employee shall be transferred to a position at the same classification and grade and where practicable, in the former location.

17.7.6 If the position has been moved as part of a formal relocation of a business unit the employee has a right of return to her former position in the new location. If the employee so requests, the Company should consider the practicability of transferring her to a position at the same classification and grade in the former, or more suitable location.

17.7.7 An employee who has returned to full time duty after less than her full entitlement to maternity leave, shall be entitled to revert to maternity leave either on a full time or part time basis if she so elects. This election may be exercised only once and a minimum of 4 weeks notice (or less if acceptable to the Company) of her intention to resume maternity leave must be given.

## 17.8 INCREMENTS AND LEAVE CREDITS

17.8.1 Any period of paid maternity leave (at full or half pay) shall count as full service for the purpose of determining incremental progression. Unpaid maternity leave shall not count as service for determining incremental progression.

17.8.2 Maternity leave at full pay shall count as full service for the purposes of determining all forms of leave.

17.8.3 Maternity leave at half pay shall count as service on a pro-rata basis for the purpose of determining all forms of leave. Maternity leave at half pay is paid leave taken at a reduced rate and is not a combination of full pay leave and leave without pay.

17.8.4 Unpaid maternity leave shall not count as service for the purpose of determining any form of leave entitlement, except for long service leave in cases where at least 10 years service has been completed and unpaid maternity leave does not exceed 6 months.

## 17.9 SUPERANNUATION

17.9.1 An employee on maternity leave, whether paid or unpaid, shall ensure that satisfactory arrangements are made with the relevant Superannuation authority for the payment of their contributions.

## 17.10 RETURN TO FULL TIME WORK

17.10.1 An employee may resume full time employment by giving the Company 4 weeks notice. On resumption of full time duty, the period of part time service shall be converted to the full time equivalent, and allowed as credit for all leave purposes.

## 17.11 FURTHER PREGNANCY

17.11.1 Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave shall be granted if requested.

17.11.2 If an employee enters on a second period of maternity during the currency of the initial period of maternity leave, then any residual maternity leave from that initial entitlement ceases.

# 18 PATERNITY LEAVE

## 18.1 GENERAL

18.1.1 Paternity leave is leave without pay and is available to employees employed on a full time or part time basis. It is granted to those employees who are ineligible to be granted either maternity leave or adoption leave but who are to be the primary care-giver of a child or who wish to share the child caring duties with their partner.

## 18.2 ENTITLEMENT

18.2.1 An employee is entitled to paternity leave as follows:

- a) 1 week of unpaid leave from the date of birth of the child or the date of placement of an adopted child; and
- b) At the Company's discretion:
  - Up to a further 51 weeks unpaid leave on a full time basis; or
  - Up to a maximum of 103 weeks unpaid leave on a part time basis; or
  - A combination of full time and part time leave provided that the period of leave taken does not exceed the equivalent of 12 months full time leave.

## 18.3 LEAVE NOTIFICATION

18.3.1 An employee shall formally notify the Company in writing of the following:

- a) Not less than 10 weeks in advance of the intention to take leave, and
- b) Not less than 4 weeks before proceeding on leave of the period and nature of leave planned (ie full or part time or a combination) required.
- c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their partner is pregnant and the expected date of birth.
- d) In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - If applicable the period of any maternity leave sought or taken by their partner; and
  - They are seeking that period of extended paternity leave to become the primary caregiver of the child.

## 18.4 LEAVE PLAN

18.4.1 An employee who is granted paternity leave, may with the permission of the Company, take the leave as either:

- a) Full time for a period of 12 months; or
- b) Part time for a period of 2 years; or
- c) As a combination of full time and part time over a proportionate period of up to 2 years.

## 18.5 RETURN TO WORK

18.5.1 An employee who returns to work after paternity leave has a right to return to their former position regardless of whether the leave was taken on a full time or part time basis.

18.5.2 An employee does not have a right of return to the former position during a period of part time paternity leave. If the Company approves of part time paternity leave then the position occupied shall be at the same classification and grade as the former position.

18.5.3 The right to return to the former position is forfeited when an employee does not resume duty at the expiration of full time or part time paternity leave.

18.5.4 If the former position has been abolished, the employee shall be transferred to a position at the same classification and grade and where practicable, in the former location.

18.5.5 If the position had been moved as part of a formal relocation of a business unit the employee has a right to return to their former position in the new location. If the employee so requests, the Company should consider the practicability of transferring them to a position at the same classification and grade in the former, or more suitable location.

## 18.6 INCREMENTS AND LEAVE CREDIT

a) 18.6.1 Full time paternity leave does not count for incremental progression.

18.6.2 Subject to satisfactory service, part time paternity leave counts for incremental progression.

18.6.3 Paternity leave does not count for the accrual of any form of leave except where:

- a) An employee has completed at least 10 years service when any period of unpaid leave of less than 6 months counts as service for the purpose of long service leave accrual;
- b) It is taken in part or in full as a charge against annual and/or long service leave.

## 19 ADOPTION LEAVE

### 19.1 GENERAL

19.1.1 An employee who works either full time or part time is entitled to adoption leave if they are to be the primary care giver of a child. The type of leave and the circumstances under which it is granted depends on whether the employee is male or female, the age of the child and the circumstances surrounding the adoption.

### 19.2 ENTITLEMENT

19.2.1 An employee adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:

- a) For a period of up to 12 months if the child has not commenced school at the date of taking custody; or
- b) For such a period, not exceeding 12 months on a full time basis, as the Company may determine, if the child has commenced school at the date of taking custody.

### 19.3 LEAVE NOTIFICATION

19.3.1 The notices or documents to be given to the Company for the purposes of taking adoption leave are:

- a) In the case of extended adoption leave, the employee should give written notice of any approval or other decision to adopt a child at least 10 weeks before the expected date of placement.
- b) The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least 14 days before proceeding on leave.
- c) The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.
- d) In the case of extended adoption leave, the employee must, before the start of leave, provide a statutory declaration stating:
  - If applicable, the period of any adoption leave sought or taken by their partner, and
  - That the employee is seeking that period of extended adoption leave to become the primary care giver of the child.

### 19.4 LEAVE PLAN

19.4.1 An employee who is granted adoption leave, may with the permission of the Company, take the leave as either:

- a) Full time for a period of 12 months; or
- b) Part time for a period of 2 years; or
- c) As a combination of full time and part time over a proportionate period of up to 2 years.

### 19.5 LEAVE PAYMENT

19.5.1 Paid adoption leave, is an entitlement available to an employee who is to be the primary care-giver. The entitlement is for 3 weeks of adoption leave paid at the ordinary weekly rate of pay (or the period of paid adoption leave taken, whichever is the lesser) commencing on or after the date of placement of the child.

19.5.2 Prior to the date of taking custody of the child, the employee must have completed 40 weeks of continuous service with the Company.

19.5.3 Except as provided in this subclause, adoption leave shall be granted without pay.

#### 19.6 SPECIAL ADOPTION LEAVE

19.6.1 An employee, whether the primary care-giver or not, is entitled to leave without pay not exceeding 2 days to attend any compulsory interviews or examinations as are necessary as a part of the adoption procedure. This leave may also be granted from a credit of annual, long service leave or special leave.

#### 19.7 VARIATION

19.7.1 An employee who has notified the Company of the intention to take adoption leave may vary the period of leave any number of times before the leave has commenced.

19.7.2 An employee may increase the leave period whilst on adoption leave:

- a) Once only without the consent of the Company by giving not less than 14 days notice in writing stating the period by which the leave is to be increased;
- b) An employee may decrease the period of adoption leave whilst on adoption leave any number of times with the consent of the Company.

19.7.3 Where an employee returns to full time duty prior to the full entitlement to adoption leave being exhausted, they may apply to revert to either full time or part time adoption leave for the remainder of the entitlement.

19.7.4 An employee who returns to work on part time adoption leave may apply to revert to full time adoption leave.

19.7.5 An employee on full time adoption leave may apply to return to work part time during adoption leave.

19.7.6 Annual leave or long service leave to which the employee is entitled may be taken within the period of adoption leave provided that the total period of leave does not exceed 12 months.

19.7.7 An employee shall also be entitled to combine half pay adoption leave with half pay long service or annual leave if they so elect.

#### 19.8 RETURN TO WORK

19.8.1 Provisions applicable to right of return to former position after adoption leave are the same as those applying to paternity leave.

## **20 LONG SERVICE LEAVE**

### **20.1 ACCRUAL**

- 20.1.1 Long service leave will be covered by the Long Service Leave Act 1955 and the following provisions.
- 20.1.2 Accrued or accumulated long service leave up to the date of commencement of this Agreement shall be credited to the employee's entitlements.
- 20.1.3 Long service leave shall be calculated on a nominal working day basis irrespective of the number of days normally worked per week.
- 20.1.4 In accordance with the Act the Company may exercise the right as soon as is practicable following consultation with the affected employees to specify when the accrued long service leave will be taken by providing a least one months notice of the date from which it is proposed that the employee's long service leave shall be given and taken.
- 20.1.5 For the purpose of long service leave, public holidays occurring during or at the end of a period of leave are to be treated as ordinary working days and are to be debited as long service leave.
- 20.1.6 Long Service Leave shall accrue in respect of any period of approved leave without pay not exceeding an aggregate of 5 working days in any leave year.
- 20.1.7 On completion of 10 years service, employees shall be entitled to 44 working days leave. On completion of each year of service in excess of 10 years, employees shall be entitled to a further proportionate amount of leave calculated on the basis of 11 working days leave for each year of service in excess of 10 years.
- 20.1.8 Where the services of an employee who has had at least 5 years service but less than 10 years service is terminated by the Company for any reason other than the employee's willful misconduct, they shall be entitled for 5 years service to 22 working days leave and for service after 5 years to a further proportionate amount of leave calculated on the basis of 4.4 working days leave for each year of service in excess of 5 years up to 10 years service.
- 20.1.9 Where the services of an employee who has at least 5 years service but less than 10 years service is terminated by the employee on account of illness, incapacity or domestic or other pressing necessity (which shall be substantiated by the employee), they shall be entitled for 5 years service to 22 working days leave and for service after 5 years to a further proportionate amount of leave calculated on the basis of 4.4 working days leave for each year of service in excess of 5 years up to 10 years service.

### **20.2 SERVICE**

- 20.2.1 Any period of full time service with the Company or its predecessors shall count as service for the accrual of long service leave. Periods of part time service shall count proportionally.

20.2.2 Employees who complete 10 years service and take a period of leave without pay not exceeding six months shall have the time taken count for the accrual of long service leave.

## **21 LEAVE WITHOUT PAY**

21.1.1 Leave without pay may be granted to an employee showing good and sufficient personal reason for the leave and provided that the employee intends to resume duty on the expiration of the leave.

21.1.2 Leave without pay may be granted to allow the employee to engage in other employment.

21.1.3 Leave without pay is to be granted on the understanding that the right of the Company to abolish any position or to terminate the employee's services should the circumstances so require, during the period of the leave, will not be affected by the granting of the leave.

21.1.4 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.

21.1.5 An employee who has been granted leave without pay which, when aggregated, does not exceed 5 working days in a period of 12 months, such leave shall count as service for incremental progression and accrual of annual leave.

## **22 VOLUNTARY REDUNDANCY**

22.1.1 Employees who accept redundancy shall be entitled to the following payments:

- a) Four weeks notice or payment in lieu; plus
- b) An additional one weeks notice or pay in lieu for employees aged 45 years and over with 5 or more years of completed service; plus
- c) Severance pay at the rate of 3 weeks per year of continuous service with a maximum of 52 weeks, with pro-rata payments for incomplete years of service to be on a quarterly basis; plus
- d) The benefit allowable as a contributor to a superannuation fund; plus
- e) Pro-rata annual leave loading in respect of leave accrued at the date of termination.

22.1.2 Employees who accept redundancy within 2 weeks of the Company approval, and terminate employment within the time nominated by the Company, will be entitled to the following additional payments:

- |  |             |
|--|-------------|
| ▪ Less than 1 years service:             | 2 weeks pay |
| ▪ 1 year and less than 2 years service:  | 4 weeks pay |
| ▪ 2 years and less than 3 years service: | 6 weeks pay |
| ▪ 3 years service and over:              | 8 weeks pay |

## **23 MANAGING DISPLACED EMPLOYEES**

- 23.1.1 The Consultative Committee shall reach agreement on the required services, (as per Clause 23.1.7) and service providers for displaced employees prior to any Company restructure.
- 23.1.2 The Company is to inform displaced employees, in writing, when their positions are to be declared no longer available and advise them of redeployment options and the range of services and information sources available to them.
- 23.1.3 Displaced employees may be offered redeployment.
- 23.1.4 Redeployment may involve placement in a position of a different classification or grade with a difference in salary or wage (as a guide 5% or one grade or a lower salary or wage). Displaced employees who are redeployed to a position with a lower salary or wage shall receive pay maintenance for a period of at least 12 months.
- 23.1.5 Displaced employees must make themselves available for redeployment and accept reasonable redeployment opportunities when at the existing salary or wages.
- 23.1.6 Displaced employees who are redeployed shall be provided with all necessary training to develop the skills and competencies required to carry out the duties of any new position.
- 23.1.7 The services and information sources to be provided to displaced employees shall include, but not be limited to the following, (as appropriate):
- Counselling services,
  - Information on superannuation and financial entitlements,
  - The Company contact employees,
  - Access to assistance with;
    - job search,
    - job placement,
    - resume preparation,
    - interview skills,
    - trade/skill certification,
    - career transition retraining opportunities,
    - professional assessment of vocational skills, aptitudes and interests,
    - information on programs to upgrade skills or acquisition of new skills,
    - removal costs to gain employment.
- 23.1.8 Displaced employees may be offered voluntary redundancy
- 23.1.9 Displaced employees who accept voluntary redundancy may be granted 12 weeks job search leave, plus reimbursement of expenses of up to \$5,000 incurred in the payment of training fees, including books and equipment, during the period of 12 months following their last day of duty.

## **24 ANTI-DISCRIMINATION**

- 24.1.1 It is the intention of the parties bound by this Agreement 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 and age.
- 24.1.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement 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.
- 24.1.3 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.
- 24.1.4 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.
- 24.1.5 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.

## **25 DISPUTE SETTLEMENT PROCEDURE**

- 25.1.1 The purpose of this procedure is to ensure that industrial disputes are prevented or resolved as quickly as possible and if they do occur, are dealt with in the correct manner.
- 25.1.2 Where the grievance or dispute involves sensitive material that makes it impractical for the employee to advise their immediate supervisor, the employee may notify either the next appropriate level of management, the Chief Executive or appointed deputy.
- 25.1.3 If the dispute concerns claims of discrimination or harassment then the Company's Anti-Discrimination and Harassment Policy shall be referenced to ensure all parties fully comply with the policy procedures.
- 25.1.4 If the dispute concerns questions of safety, the safety issue shall be immediately referred to the appropriate Supervisor and Safety Committee, which shall consider and resolve the matter forthwith in compliance with any statutory obligation.

- 25.1.5 In the event of other disputes arising between the Company and an employee or employees, any matter which remains in dispute after it has been considered jointly by the appropriate supervisor and the employee(s) concerned, shall be examined by the responsible manager and a reply provided to the supervisor and employee(s) within two days.
- 25.1.6 If the dispute remains unsettled the responsible manager shall ensure that the matter is recorded in writing in pertinent detail, while an employee may notify either the Consultative Committee and/or representatives of a union of the nature and details of the matter in dispute.
- 25.1.7 If the dispute thereafter remains unresolved, discussion shall take place between the relevant senior manager and the union, both of whom shall take all reasonable steps to settle the dispute.
- 25.1.8 If the dispute remains unsettled the matter shall be notified to the NSW Industrial Relations Commission.
- 25.1.9 While the procedures specified herein are being followed all work shall continue normally.
- 25.1.10 The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected or prejudiced by the fact that normal work has continued without interruption.

## **26 COUNSELLING AND DISCIPLINE PROCEDURE**

### **26.1 COMMITMENT**

- 26.1.1 These procedures are designed to encourage and improve good work practices, performance and individual conduct. They also prescribe steps for giving guidance, and in appropriate cases, for taking disciplinary action.

### **26.2 OBJECTIVES**

- 26.2.1 To encourage and improve good work habits, performance and individual conduct.
- 26.2.2 To ensure that all matters relating to employee conduct are investigated properly, considered reasonably and dealt with promptly, fairly and consistently.
- 26.2.3 To ensure that every consideration has been given to correcting unsatisfactory performance or conduct.
- 26.2.4 To utilise appropriate methods of disciplinary action (eg counselling sessions, sanctions etc) that have the clear intention of bringing about an improvement in the work performance of an employee.
- 26.2.5 To ensure that, other than in cases of serious misconduct, severe disciplinary action is only taken as a last resort, following appropriate counselling and after formal warnings have been given.

### 26.3 INFORMAL PROCEDURE

- 26.3.1 The supervisor will interview the employee in an informal counselling environment with a view to discussing areas of their work that are considered unsatisfactory, such as conduct, work performance or work habit. The reasons for the unsatisfactory performance shall be explored with a view to identifying any mitigating circumstances or other reasons that have led to this situation. The employee's assistance will be sought to solve the problem and self-esteem will be maintained.
- 26.3.2 The employee will be encouraged to provide a point of view, particularly as it may assist in correcting the problem. The employee's views will be listened to with appropriate empathy.
- 26.3.3 The supervisor and employee will then aim to develop a mutually acceptable work plan with the view to achieving satisfactory performance outcomes. A further review period may form part of this plan.
- 26.3.4 Notwithstanding the above, should the performance situation not improve or the nature of an employee's indiscretion is considered serious enough, then Step 1 of the counselling and disciplinary procedure may be implemented immediately.

### 26.4 FORMAL PROCEDURE

#### 26.4.1 Step 1 – Initial Warning

- 26.4.2 The supervisor will conduct a formal counselling session and the employee will be clearly informed that this is an initial warning as part of the Company's Counselling and Disciplinary Procedures and that an employee representative (union delegate in the case of a union member) may be present, if required by the employee.
- 26.4.3 The counselling session will focus on unsatisfactory conduct, job performance or work habit. The employee will be told specifically what is unsatisfactory. The counselling shall focus discussion on these points and shall not be drawn into side or unrelated issues.
- 26.4.4 A plan of corrective action will be agreed on which identifies specific and attainable goals required to be met by the employee, and a realistic time frame for their implementation. The employee will be made aware of the consequences of subsequent breaches.
- 26.4.5 A 'Record of Initial Warning', summarising the key points discussed during the session, will be drawn up by the supervisor and given to the Human Resources Officer for filing. The employee will be given a copy of the 'Record of Initial Warning'. This record shall remain active on the employee's file for a period of six months.
- 26.4.6 The supervisor within the time frame previously agreed will follow up the counselling session. The employee shall be commended if the problem has been corrected. If not, Step 2 of this procedure shall be applied.

## 26.5 Step 2 – First Written Warning

- 26.5.1 The first written warning will be given in the presence of the employee's direct supervisor and employee representative (union delegate in the case of a union member).
- 26.5.2 The supervisor will begin the session by reviewing the previous counselling session - when and why it was called, the corrective action agreed, the time frame set - and the circumstances that have led to this situation.
- 26.5.3 Again a specific plan of corrective action is agreed and a time frame set.
- 26.5.4 The warning is evidenced in writing by completing a 'First Written Warning Report'. All parties will be asked to sign the report although it is not compulsory for the employee or the employee representative to sign. The completed report will be given to the Human Resources Officer for filing on the employee's file where it will remain active for a period of six months. A copy of the report will be given to the employee.
- 26.5.5 The First Written Warning will be followed up within the time frame agreed. If a satisfactory improvement has not been made as agreed in 26.5.3, Step 3 of this procedure shall be applied.

## 26.6 Step 3 – Second Written Warning

- 26.6.1 The responsibility centre manager in the presence of the supervisor and employee representative (union delegate in the case of a union member) then speaks to the employee.
- 26.6.2 The manager will begin the session by reviewing the previous counselling session - when and why it was called, the corrective action agreed, the time frame set - and the circumstances that have led to this situation.
- 26.6.3 Again a specific plan of corrective action is agreed and a time frame set.
- 26.6.4 A completed 'Second Written Warning Report' is handed to the employee for signature, together with that of the employee representative although it is not compulsory for the employee or the employee representative to sign. The wording on the report may vary from circumstance to circumstance and will be verified with the Human Resources Officer prior to being discussed with the employee.
- 26.6.5 Failure to rectify the situation within the agreed time, or a subsequent breach of acceptable conduct or performance, may lead to dismissal. This will be clearly stated.
- 26.6.6 The completed 'Second Written Warning Report' will be given to the Human Resources Officer for filing where it will remain active for a period of six months. A copy will be given to the employee.
- 26.6.7 The Second Written Warning will be followed up within the time frame agreed. If a satisfactory improvement has not been made as agreed in 26.5.3, Step 4 of this procedure shall be applied.

## 26.7 Step 4 – Dismissal

- 26.7.1 The 'Second Written Warning Report' will be followed up within the time frame agreed. If satisfactory improvement has not been made the employee may be dismissed.
- 26.7.2 The responsibility centre manager in the presence of the supervisor and employee representative (union delegate in the case of a union member) then speaks to the employee. The facts are to be clearly stated.
- 26.7.3 A completed 'Third Written Report' is handed to the employee for signature, together with that of the employee representative although it is not compulsory for the employee or the employee representative to sign. The wording on the report, stating clearly the disciplinary outcome, must be verified with the Human Resources Officer prior to being discussed with the employee.
- 26.7.4 Arrangements in relation to any termination (including period of notice, payments to be made etc.) are to be discussed with the Human Resources Officer prior to the discussion with the employee.
- 26.7.5 The completed 'Third Written report' is to be given to the Human Resources Officer for filing.

## 26.8 INSTANT DISMISSAL

- 26.8.1 The Company views the decision to terminate an employee's employment as a serious occurrence and will always ensure that fairness and reasonableness apply in each case.
- 26.8.2 Notwithstanding, the Company shall have the right to dismiss any employee without notice for conduct justifying instant dismissal including, but not limited to, gross neglect of duty, non observance of safety regulations and policies, threatening or violent behaviour, fraud or theft of property, and in such cases remuneration shall be paid up to the time of dismissal only.

## 27 SUPERANNUATION

In an event where an employee has not chosen an alternative fund in accordance with the Superannuation Legislation Amendment Act 2004, the Company will pay the employee's superannuation guarantee contributions into the complying employer fund.

The employer fund at the time of making this Agreement is the Local Government Superannuation Scheme.

## 28 CONTRACTORS' PROTOCOL

- 28.1.1 Where work is to be carried out by contract, including sub-contract, the Company will:
  - a) Ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and specified standards and safe working procedures.

- b) On being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions, complying with other statutory provisions or specified standards and safe working procedures, the Company will take necessary action to ensure the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action, including termination of contract will, if appropriate, be implemented.
- c) This protocol will be reflected in all formal contracts entered into by the Company.

## **29 RIGHT OF ENTRY**

The provisions of Chapter 5 Part 7 of the Industrial Relations Act 1996 and Part 5 Division 3 of the Occupational Health and Safety Act 2000(NSW) apply.

## **30 FUTURE NEGOTIATIONS**

The parties agree to commence workplace consultation on the next Agreement through the Consultative Committee following registration of this Agreement.

## **32 TERMINATION OF THIS AGREEMENT**

- 31.1 The Agreement can be terminated at any time with the approval of all parties to it, whether during or after its nominal term.
- 31.2 The Agreement can also be terminated at or after the end of its nominal term by any one of the parties giving at least 3 month's written notice of intention to terminate to each other party. The notice must be served before the end of the nominal term.
- 31.3 Termination of this Agreement is not effective until the Industrial Registrar has been given written notice of the approval to terminate or of service of the notice of intention to terminate.

## **SCHEDULE 1 - CLASSIFICATIONS IN GENERAL**

- 1) Schedules 2, 3, 4 & 5 identify the majority of positions within the Company.
- 2) New positions as referred to in Clause 2.2 may be introduced with a new position title not identified in the subsequent Schedules.
- 3) New Positions are the subject of a job analysis to ensure the correct classification and common salary points association as per this Agreement.
- 4) Employees with the same Position title may have a different classification and common salary points dependent on their previous substantive position and/or where the nature of their work is of consequential difference.
  - A Field Operator position may therefore be classified within to the General Construction Workers Schedule while another Field Operator position may be classified in the Irrigation Services Schedule.

## **SCHEDULE 2 – CLASSIFICATIONS AND COMMON SALARY POINTS**

### **GENERAL CONSTRUCTION WORKERS**

**Construction Worker Group 1** 29

General Labourer - not otherwise classified

**Construction Worker Group 2** 35

Crane chaser

Storeman

Concrete worker

Labourer engaged spraying weeds

**Construction Worker Group 3** 38

Powder monkey

Concrete finisher

Labourer placing and/or tack welding reinforcing steel

**Construction Worker Group 4** 40

Dogman.

### **Youths**

At 15 years of age 6

At 16 years of age 7

At 17 years of age 9

a) The Common Salary Point Hourly Rate includes the Special Rate under Clause 4 (ii) of the General Construction (State) Award.

b) The following allowances shall be added to the hourly rates when applicable.

■ Distant Places: (Clause 5 (v) (a) of the General Construction (State) Award) - All employees working in districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, State Highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid \$0.1195 per hour in addition to the Common Salary Point Hourly Rate.

■ First Aid: (Clause 27 of the General Construction (State) Award) - An employee appointed by the Company to perform first aid duty shall be paid \$0.2520 per hour in addition to the Common Salary Point Hourly Rate.

## GANGERS

- (i) Gangers in charge of a gang
- |                             |    |
|-----------------------------|----|
| (a) Up to 9 employees       | 44 |
| (b) From 10 to 15 employees | 47 |
| (c) 16 employees or more    | 49 |
- (ii) Where gangs include one or more major plant items (tractors, front or back end loaders, power graders) the following amounts shall be added to the weekly rate shown above.
- |                                 |         |
|---------------------------------|---------|
| (a) up to 3 major plant items   | \$12.28 |
| (b) 4 to 5 major plant items    | \$20.38 |
| (c) 6 or more major plant items | \$32.80 |
- a) The following allowances shall be added to the weekly rates when applicable.
- Distant Places: (Clause 16 (i) of the Gangers (State) Award) -All employees working in districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, State Highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid \$4.54 per week in addition to the Common Salary Point Weekly Rate.
  - First Aid: (Clause 26 of the Gangers (State) Award) - An employee appointed by the Company to perform first aid duty shall be paid \$9.58 per week in addition to the Common Salary Point Weekly Rate.

## PLANT OPERATORS

- (i) Mobile Crane
- |                                    |    |
|------------------------------------|----|
| Lifting capacity up to 5.1 tonnes  | 35 |
| Lifting capacity > 5.1 up to 10.2  | 36 |
| Lifting capacity > 10.2 up to 15.2 | 39 |
| Lifting capacity > 15.2 up to 20.3 | 40 |
- (ii) Excavator Operators
- |                              |    |
|------------------------------|----|
| Up to and including .57 cu m | 38 |
| Over .57 up to 1.53 cu m     | 40 |
| Over 1.53 up to 3.06 cu m    | 43 |
| Over 3.06 up to 5.35 cu m    | 45 |
| Over 5.35 cu m               | 47 |
- (iii) Grader Operators
- |                   |    |
|-------------------|----|
| 74.6 kw and under | 39 |
| Over 74.6 kw      | 41 |
- (iv) Tractor Operators/ Loader Operators - Front End, Backhoes:
- (a) Without Power Operated attachments

(i)	48.5 kw and under	33
(ii)	Over 48.5 kw	36
(b) Whilst using power operated attachments		
(i)	48.5 kw and under	36
(ii)	Over 48.5 kw less than 97 kw	40
(iii)	Over 97 kw less than 220 kw	41
(iv)	Over 220 kw	43
(v)	Forklift Operator	36
(vi)	Coles Full circle Diesel Electric Crane	43
(vii)	An operator appointed In Charge of Plant - the following amount shall be added to the appropriate weekly rate set out above	\$13.62

a) The following allowances shall be added to the weekly rates when applicable.

- Distant Places: (Clause 11 (i) of the Plant Operators on Construction (PWD, WRC, etc.) Award) - All employees working in districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, State Highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid \$4.54 per week in addition to the Common Salary Point Weekly Rate.
- First Aid: (Clause 25 (v) of the Plant Operators on Construction Award) - An employee appointed by the Company to perform first aid duty shall be paid \$9.58 per week in addition to the Common Salary Point Weekly Rate.

## SKILLED TRADES

Carpenter and/or Joiner	38
Electrical Fitter	45
Electrician in Charge of Plant having a capacity of 75 Kw or more	52
Electrician in Charge of Plant having a capacity of less than 75 Kw	47
Machinist, First Class (Metal Trades)	38
Mechanical Tradesperson Special Class	44
Motor Mechanic	38
Painter	38
Welder, Special Class	39
Welder, First Class	38
Apprentices - Four Year Term	
1 <sup>st</sup> Year	1
2nd Year	6
3rd Year	10
4th Year	20

a) The Common Salary Point Weekly Rate includes the Additional Salary Rate under Clause 4 (xi) and the Industry Allowance under Clause 6 of the Crown Employees (Skilled tradesmen) Award.

b) The following Tool Allowances shall be added to the weekly rates.

Carpenter and/or Joiner	\$22.70
Electrical Fitter	\$13.00
Electrician in Charge of Plant having a capacity of 75 Kw or more	\$13.00
Electrician in Charge of Plant having a capacity of less than 75 Kw	\$13.00
Machinist, First Class (Metal Trades)	\$22.70
Mechanical Tradesperson Special Class	\$22.70
Motor Mechanic	\$22.70
Painter	\$ 5.50
Welder, Special Class	\$22.70
Welder, First Class	\$22.70

c) The following allowances shall be added to the weekly rates when applicable.

- Distant Places: (Clause 9 (xxiv) of the Crown Employees (Skilled Tradesmen) Award) - All employees working in districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, State Highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid \$4.54 per week in addition to the Common Salary Point Weekly Rate.
- First Aid: (Clause 19 (iv) of the Crown Employees (Skilled Tradesmen) Award) - Where a employee is a qualified first aid attendant and is employed to carry out the duties of a qualified first aid attendant he/she shall be paid \$9.58 per week in addition to the Common Salary Point Weekly Rate.

## TRUCK DRIVERS

(1) Drivers of Motor Wagons - having a manufacturer's gross vehicle mass in kilograms

(a)	Up to 2950	26
(b)	Over 2950 and up to 4650	27
(c)	Over 4650 and up to 7700	28
(d)	Over 7700 and up to 10800	29
(e)	Over 10800 and up to 13950	30
(f)	Over 13950 and up to 15500	31
(g)	Over 15500 and up to 21110	32
(h)	Over 21100 and up to 25200	33
(i)	Over 25200 and up to 30650	34
(j)	Over 30650 and up to 33350	35
(k)	Over 33350 and up to 38880	36
(l)	Over 38800 and up to 42900	37
(m)	Over 42900 and up to 45650	38

(2) Ancillary Plant Drivers

Grade A	up to 65 BHP	36
Grade B	>65 BHP to 130 BHP	40
Grade C	>130 BHP to 295 BHP	41
Grade D	>295 BHP to 500 BHP	43

(3) Drivers of articulated vehicles - the following amounts shall be added to the appropriate weekly rate:

(a) where the semi trailer has a single axle	\$26.10
(b) where the semi trailer has two axles	\$33.10
(c) where the semi trailer has more than two axles	\$39.20

(4) Drivers of trucks or articulated vehicles that together with the load exceeds the following dimensions shall have the following amounts added to the appropriate weekly rate:

(a) 2.9 m wide or 18.29 m long or 4.3 m high	\$27.10
(b) 3.36 m wide or 21.34 m long or 4.58 m high	\$50.80

(5) Employees appointed as Leading Hands shall have the following amount added to the appropriate weekly rate: \$29.07

The Common Salary Point Weekly Rate includes the Additional Salary Rate under Clause 2.6 of the Transport Industry (State) Award.

a) The following allowances shall be added to the weekly rates when applicable.

- Distant Places: (not included in the Transport Industry (State) Award) - All Employees working in districts west and north of and excluding State Highway No. 17 from Tocumwal to Gilgandra, State Highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes, shall be paid \$4.54 per week in addition to the Common Salary Point Weekly Rate.
- First Aid: (Clause 2.16 of the Transport Industry (State) Award) – An employee appointed by the Company to perform first aid duty shall be paid \$9.58 per week in addition to the Common Salary Point Weekly Rate.

### **SCHEDULE 3 – CLASSIFICATIONS AND COMMON SALARY POINTS**

#### **IRRIGATION SERVICES**

1. Channel Attendant	
Grade 1	
1st year	36
thereafter	43

	Grade 2	
	1st year	55
	2nd year	59
	thereafter	62
2.	Planner	
	1st year	67
	thereafter	71
3.	Area Supervisor	
	1st year	74
	thereafter	77

The above rates cover payment for all time worked including work performed on Saturdays, Sundays and Public Holidays including Bank Holiday.

## **SCHEDULE 4 – CLASSIFICATIONS AND COMMON SALARY POINTS**

### **CLERICAL**

1.	Administration Officers	
	General Scale	
	1st year or at 18 years age	7
	2nd year	11
	3rd year or at 21 years age	17
	4th year	20
	5th year	23
	6th year	25
	7th year	28
	8th year	32
	9th year	36
	10th year	40
	Grade 1	
	1st year	46
	thereafter	49
	Grade 2	
	1st year	52
	thereafter	55
	Grade 3	
	1st year	58
	thereafter	61
	Grade 4	
	1st year	64
	thereafter	67

Grade 5	
1st year	75
thereafter	78
Grade 6	
1st year	82
thereafter	85
Grade 7	
1st year	88
thereafter	91
Grade 8	
1st year	95
thereafter	98
Grade 9	
1st year	101
thereafter	104
Grade 10	
1st year	108
thereafter	111
Grade 11	
1st year	116
thereafter	120
Grade 12	
1st year	126
thereafter	130

## **PROFESSIONAL**

### 1. Engineer

Grade 1	
1st year (Diploma commencing rate)	46
2nd year (Graduate commencing rate)	50
3rd year	56
4th year	63
5th year	70
6th year	76
Grade 2	
1st year	82
2nd year	86
3rd year	89

thereafter	92
Grade 3	
1st year	97
2nd year	100
3rd year	104
thereafter	107
Grade 4	
1st year	112
2nd year	115
thereafter	117
Grade 5	
1st year	121
thereafter	123
Grade 6	
1st year	125
thereafter	127

2. Engineering Assistants, Field Officers,

Cadet/Trainee	
1st year	8
2nd year	11
3rd year	17
4th year	25
5th year	32
thereafter	37

Employees employed as Cadets/Trainees who undertake a course approved by the Company shall upon obtaining qualification in the approved course of study be advanced to the 1st year of the General Scale.

General Scale	
1st year	37
2nd year	44
3rd year	51
4th year	58
5th year	64
thereafter	71
Grade 1	
1st year	72
2nd year	75
3rd year	78
thereafter	81

Grade 2	
1st year	85
thereafter	87
Grade 3	
1st year	90
thereafter	95
Grade 4	
1st year	99
thereafter	102
Grade 5	
1st year	108
thereafter	111
Grade 6	
1st year	116
thereafter	121

3. Other Professional Officers

Grade 1	
1st year	46
2nd year	50
3rd year	56
4th year	63
5th year	70
thereafter	76
Grade 2	
1st year	81
2nd year	84
3rd year	87
thereafter	91
Grade 3	
1st year	95
2nd year	98
3rd year	100
thereafter	104
Grade 4	
1st year	108
thereafter	110
Grade 5	
1st year	114

thereafter	116
Grade 6	
1st year	119
thereafter	121
Grade 7	
1st year	124
thereafter	126
Grade 8	
1st year	129
thereafter	130

## SCHEDULE 5 - CLASSIFICATIONS AND COMMON SALARY POINTS

### CONSTRUCTION SUPERVISORS

1. Overseer	
Grade 1	60
Grade 2	61
Grade 3	65
Grade 4	73
Grade 5	77

### APPENDIX 1

Common Salary Points	July 05
1	18706
2	19695
3	20525
4	21522
5	22636
6	23889
7	25144
8	26594
9	27962
10	29346
11	29579
12	29807
13	30067
14	30338
15	30588
16	30895
17	31571
18	31842
19	32086
20	32325
21	32594
22	32861

23	33525
24	33815
25	34061
26	34305
27	34550
28	34807
29	35126
30	35390
31	35641
32	35948
33	36207
34	36511
35	36775
36	37106
37	37424
38	37702
39	38051
40	38332
41	38717
42	38991
43	39338
44	39600
45	39947
46	40224
47	40606
48	40910
49	41290
50	41651
51	41945
52	42331
53	42659
54	42997
55	43382
56	43754
57	44105
58	44501
59	44928
60	45321
61	45751
62	46156
63	46665
64	47097
65	47465
66	47995
67	48457
68	48793
69	49321
70	49778
71	50251
72	50655
73	51151
74	51536
75	52027
76	52568
77	52998
78	53583

79	53988
80	54544
81	55009
82	55574
83	56089
84	56558
85	57123
86	57608
87	58198
88	58751
89	59315
90	59875
91	60427
92	60960
93	61571
94	62203
95	62830
96	63460
97	64067
98	64740
99	65335
100	65975
101	66586
102	67199
103	67794
104	68383
105	69051
106	69724
107	70392
108	71064
109	71741
110	72417
111	73099
112	73783
113	74468
114	75152
115	75869
116	76586
117	77323
118	78061
119	78888
120	79718
121	80379
122	81037
123	81907
124	82779
125	83661
126	84539
127	85398
128	86263
129	87201
130	88142