

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA08/22

**TITLE:** State Water Corporation Field Officers Enterprise Agreement 2008

**I.R.C. NO:** IRC8/779

**DATE APPROVED/COMMENCEMENT:** 2 June 2008 / 1 July 2008

**TERM:** 12 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA06/116.

**GAZETTAL REFERENCE:** 29 August 2008

**DATE TERMINATED:**

**NUMBER OF PAGES:** 30

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by State Water Corporation, located at Riverview Business Park, 36 Darling Street, Dubbo NSW 2830, who are engaged in the classification of Field Officer, and who fall within the coverage of the Conservation Field Officers Department of Lands, Department of Water and Energy, Department of Environment and Climate Change and State Water Corporation Award.

**PARTIES:** State Water Corporation -&- The Australian Workers' Union, New South Wales

# State Water Corporation Field Officers Enterprise Agreement 2008

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## TITLE OF AGREEMENT

- 1.1 This Agreement, made pursuant to Part 2, Division 1, Clause 29 of the Industrial Relations Act 1996 shall be known as the State Water Corporation Field Officers Enterprise Agreement 2008.

## 2. THE ENTERPRISE

- 2.1 The Enterprise for which this agreement was made is State Water Corporation.

## 3. INCIDENCE

- 3.1 This agreement shall regulate totally the terms and conditions of employment previously regulated by the Conservation Field Officers, Department of Lands, Department of Water and Energy, Department of Environment and Climate Change and State Water Corporation Award (No. IRC 1683 of 2007).

## 4. TERM

- 4.1 The agreement shall take effect from the 1<sup>st</sup> July 2008 and remain in force thereafter for a period of 12 months, unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996. The pay rates contained in the agreement are effective from the first full pay period after 1<sup>st</sup> July 2008.

## 5. DEFINITIONS

- 5.1 "Field Officer" means an employee of State Water:
- (a) Engaged to undertake activities related to the construction, maintenance and operation of assets associated with storage and river infrastructure.
  - (b) Who before the date of operation of this agreement were appointed as Field Officers but does not include any person who resigned or was terminated prior to that date.
- 5.2 "State Water " means State Water Corporation.
- 5.3 "Reasonable time limits" means sufficient time for all parties to familiarise themselves with the nature of the perceived problems taking into consideration the isolated situation in which these employees work.
- 5.4 "Australian Recognition Framework (ARF)" means the national recognition of vocational education and training developed by the Australian National Training Authority.
- 5.5 "Australian Qualification Framework (AQF)" means the certification system established under the Australian Recognition Framework (ARF).

## 6. PARTIES TO THE AGREEMENT

- 6.1 The parties to this Agreement are:
- (a) The Australian Workers Union, New South Wales Branch.
  - (b) State Water Corporation.

## 7. INTENTION

- 7.1 This Agreement shall apply to State Water and its employees employed in the classification of "Field Officer".

## 8. DURESS

- 8.1 This Agreement was not entered into under duress by any party to it.

## **9. OBJECTIVES OF AGREEMENT**

9.1 The agreed objectives of this Agreement are to:

- (a) Achieve State Water's corporate business objectives and strategies.
- (b) Deliver customer focused and continuous improvement programs.
- (c) Develop an organisation based upon teamwork, flexibility, competence and opportunities for organisational and personal development.
- (d) Enable the commercial success of State Water.
- (e) Provide equitable and competitive terms and conditions of employment for Field Officers in conjunction with policies and procedures.
- (f) Recognise the contribution of Field Officers to improvements in safety, productivity, efficiency and commercial success.
- (g) Share the savings and gains arising from these improvements and the achievement of these objectives by reflecting them in the rates of pay prescribed under Clause 14 of this Agreement.

## **10. NO EXTRA CLAIMS**

10.1 The parties agree that they will not pursue any further claims relating to the matters covered by this Agreement, provided that this Agreement may be varied during its term in accordance with Section 43 of the Industrial Relations Act, 1996.

## **11. TERMS OF EMPLOYMENT**

11.1 Probationary Periods

State Water, when offering employment may include a probationary period of employment of up to three [3] months in the letter of offer of employment. An initial period of probation may be extended by up to a further three [3] months in which case, State Water shall give the employee the reasons in writing.

11.2 Termination of Employment

- (a) State Water shall give to an employee and an employee shall give to State Water notice of termination of employment of not less than two [2] weeks. The period of notice may be reduced by mutual agreement.
- (b) Except where the period of notice is reduced by mutual agreement, payment or part payment in lieu of the notice shall be made by State Water if the full notice period or part notice is not given. If the employee fails to give notice or gives incomplete notice, State Water shall withhold payment in lieu of notice or part notice from any termination payment due to the employee.
- (c) The period of notice shall not apply to dismissal for conduct that justifies instant dismissal or for casual employees.

11.3 Statement of Employment

State Water shall, on request from an employee whose employment has been terminated, give the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.

## **12. TYPES OF EMPLOYMENT**

Employees covered by this Agreement will be employed in one of the following categories:

12.1 Permanent Full Time Employment

Permanent full time employment covers employees working ordinary hours on a permanent basis.

## 12.2 Permanent Part Time Employment

- (a) Permanent part time employment covers employees who work on a permanent basis less than the number of ordinary hours worked by full time employees. A part time employee's hours will be nominated at commencement of employment. If the employee consistently works in excess of their nominated hours, a review will be conducted with a view to extending the nominated hours and/or converting the position to full time as described in Clause 12.1.
- (b) Part time employees shall be paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time employees in the same classification.
- (c) Part time employees shall receive Agreement conditions and payments in respect of annual leave, sick leave, long service leave and all other authorised leave on a proportionate basis as the employee's hours of work relate to those worked by full time employees.
- (d) Leave shall accrue in proportion to the number of hours actually worked up to a maximum of thirty-eight [38] hours per week.
- (e) When a part time employee's nominated day of work falls on an Agreement holiday, the employee shall be entitled to take the day as a holiday without loss of pay.
- (f) A part-time employee may, by agreement, work additional hours at single time up to thirty-eight [38] hours per week subject to receiving all pro-rata leave entitlements as prescribed for those additional hours.

## 12.3 Temporary Employment

- (a) Temporary employment covers employees engaged on a temporary basis and shall not include a casual employee.
- (b) A temporary employee shall be paid a rate of pay and receive Agreement conditions as is appropriate to either their full time or part time employment under this Agreement.
- (c) Temporary appointments may be made for a period of up to 12 months, at the expiration of that period work requirements will be reviewed.
- (d) Temporary employment shall not be used as an alternative to full time employment.

## 12.4 Casual Employment

- (a) A Casual Employee means an employee engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full time or part time employee.
- (b) Casual employees will be paid per hour at the rate of one thirty - eighth of the applicable weekly rate for a full time employee at the same classification level plus, subject to the provisions of Clause 13:

for ordinary hours of work, a casual loading of 24.6%, in compensation for the disadvantages of casual work and in lieu of all paid leave entitlements, including annual leave (where 24.6% is the cumulative percentage obtained by applying a 15% casual loading and then applying a 8.33% loading in lieu of annual leave);

A casual employee shall receive overtime rates for any time worked in excess of the ordinary hours of work for a full time employee. For overtime hours, a casual loading of 15%, in compensation for the

disadvantages of casual work, with the hourly rate so obtained then being used as the ordinary rate of pay for the calculation of overtime,

- (c) Casual employees will be paid for a minimum of four hours for each engagement except casual cleaners as provided for in Clause 19.3 (c).
- (d) A casual employee shall not be utilised to replace a full-time or part-time position, other than where a permanent employee is absent, on approved leave or working on a project.
- (e) Casual appointments shall be reviewed after a continuous period of three [3] months.

#### 12.5 Unpaid Leave for Casuals

- (a) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54, Entitlement to unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
- (b) State Water must not fail to re-engage a regular casual employee (see Section 53(2) of the Act) because:
  - (i) The employee or employee's spouse is pregnant; or
  - (ii) The employee is or has been immediately absent on parental leave.
  - (iii) The rights of State Water in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (c) Personal Carers entitlement for casual employees
  - (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 23.3 (a) (iii) (B) of the Agreement who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (e), and the notice requirements set out in (f).
  - (ii) State Water and the casual 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.
- (d) State Water must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (e) The casual employee shall, if required, :
  - (i) Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (ii) Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
  - (iii) In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (f) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day

or shift of such absence, the employee will inform the employer within 24 hours of the absence.

(g) Bereavement entitlements for casual employees

(i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer)

(ii) State Water and the casual 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.

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

(iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

### **13. PAYMENT**

#### **13.1 Pay Period**

Ordinary pay shall be paid for the current fortnight. Adjustments for overtime, penalties and allowance will be paid either currently or a fortnight in arrears.

#### **13.2 Payment Method**

Wages shall be paid via Electronic Funds Transfer (EFT) into a bank or other account.

#### **13.3 Pay Advice**

Within five (5) working days of payment of wages, each employee shall be issued with a docket showing at least the gross amount of salary and the details of any deductions made from the employee's earnings, in accordance with Section 123 of the Industrial Relations Act 1996.

#### **13.4 Payment on Termination**

When an employee is terminated by State Water, the employee shall be paid all of the wages due at the time of the employee's termination on or before the employee's next normal pay day.

### **14. CLASSIFICATIONS AND RATES OF PAY**

#### **14.1 Rates of Pay**

(a) The minimum weekly rates for full time employees covered by this agreement are as provided in Schedule 1.

(b) This Agreement provides for a 4% wage increase from 1 July 2008. This increase consists of a 2.5% increase to compensate employees for cost of living increases and an additional 1.5%, the costs of which will be paid for by employee-related cost savings during the life of the agreement. Parties agree that savings made during the life of the agreement to meet the ongoing cost of the 1.5% payment have been compensated by the 1.5% payment and cannot form part of any future work value claim.



## **15. CLASSIFICATION OF EMPLOYEES**

15.1 The classification of an employee will be determined by the level of responsibility and skill that the employee is required to exercise. The responsibilities and skills required to be exercised at each level in the classification structure are defined in Schedules 1 and 2.

### **15.2 Purpose of Classification Structure**

The classification structure is designed to:

- (a) Recognise competencies achieved and used;
- (b) Group all staff covered by this agreement into one of several (excluding trainees/apprenticeship) levels; and
- (c) Allow for career progression based on acquisition and use of competencies as defined in Schedule 2: Field Officers Tasks/Competency and Grading Alignment.

## **16. SUPERVISION**

16.1 Where an employee is required to supervise the work of other employees they shall be paid the appropriate allowance according to Item 9 – Schedule 3 Miscellaneous Allowances. Provided that CFO Grade 5 and above will only be paid the allowance when supervising employees at their same level or above.

## **17. CLASSIFICATION REVIEW**

17.1 State Water, the union and employee representatives shall nominate a State Water employee to review and approve applications for re-grading based on competency acquisition and use.

17.2 Subject to sub-clause 17.3 approval of the re-grading application will be sufficient to regrade the occupant but not the position.

### **17.3 Disagreements About Classification Levels**

Any disagreement about the classification level in which an employee is placed will be processed using normal consultative processes and then the dispute procedures contained at Clause 38.

## **18. HIGHER DUTIES**

18.1 When Field Officers are required to perform the duties and assume the responsibilities of a higher remunerated position they shall be paid the appropriate higher duties allowance in accordance with the industrial instrument that applies to the position being acted in.

## **19. HOURS OF WORK**

### **19.1 Ordinary Hours of Work**

Subject to sub clauses 19.2 and 19.3:

- (a) The ordinary hours of work for all employees, other than casual employees, covered by this Agreement shall be 8 hours per day worked over 57 days of each 12 week cycle.
- (b) The standard span of hours will be between 6.00am and 7.00pm on each working day Monday to Friday.

### **19.2 Variation of Ordinary Hours of Work**

- (a) The standard span of hours may be varied by mutual agreement between State Water and the majority of affected employees in a particular work site or team to suit operational needs.
- (b) Ordinary hours of work may extend up to ten (10) hours on any one day.

### 19.3 Part Time Hours

Employees may work on a part time basis, subject to the provisions of Part 5 of the Industrial Relations Act 1996 provided that:

- (a) The ordinary hours of duty are agreed between the employee concerned and State Water and fall within the same span of hours as applies or would apply to a full time employee undertaking the duties concerned ;
- (b) The ordinary working hours are fixed at not less than 4 hours per day worked ; and
- (c) Cleaners by agreement may work less than four (4) hours per day.

## 20. MEAL BREAKS

### 20.1 Lunch Break

Employees are entitled to an unpaid meal break of 30 minutes within five hours of commencing duty.

### 20.2 Tea Break

Employees are entitled to a paid morning tea break of 10 minutes during the morning period.

## 21. OVERTIME

### 21.1 Overtime Definition

- (a) Overtime is that time an employee is directed and authorised to work which is outside the span of hours, as established by prior agreement for each employee under Clause 19- Hours of Work.
- (b) Overtime will only be payable for time on duty at the worksite notwithstanding the provisions of Clause 24.2- Travelling Time.

### 21.2 Employees to Work Reasonable Overtime

- (a) Subject to Sub-Clause 21.2 (b) an employer may require an employee to work reasonable overtime at overtime rates.
- (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 this sub-clause what is unreasonable or otherwise will be determined having regard to:
  - (i) Any risk to employee health and safety;
  - (ii) The employee's personal circumstances including any family and carer responsibilities;
  - (iii) The needs of the workplace or enterprise;
  - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) Any other relevant matter.

### 21.3 Overtime Rates

- (a) Subject to subclause 21.3 (b) overtime will be paid for at the rate of time and a half for the first two hours and thereafter at double time, to be calculated on the basis of each completed unbroken period of overtime;
- (b) Double time will be paid for all work performed on Sundays and double time and a half shall be paid for all work performed on public holidays.

### 21.4 Minimum Periods

An employee who works overtime:

- (a) On a Saturday, Sunday or public holiday ; or
- (b) By being recalled after leaving work, prior to their next scheduled period of ordinary time duty,

shall be paid for no less than four (4) hours work, at the appropriate rate.

### 21.5 Break From Duty

Following completion of overtime, an employee shall either:

- (a) Be released from resuming ordinary duty for an unpaid period of 10 consecutive hours, excluding travel ; or,
- (b) If required to resume or continue working without having had an unpaid break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given.

### 21.6 Meal Breaks

- (a) Employees who have not been afforded a meal break of at least 30 minutes in duration within five (5) hours from commencement of ordinary hours shall be paid overtime rates for all time worked between (5) hours from commencement of ordinary hours and the time when they do receive a meal break of no less than 30 minutes.
- (b) Employees working overtime will be entitled to a paid meal break of 30 minutes:
  - (i) After working 2 hours overtime following the completion of a full period of ordinary time, where more than 2 hours overtime is required;
  - (ii) After working every four hours of overtime without a meal break; and
  - (iii) Where overtime on a Saturday, Sunday or Public Holiday Continues after 12 noon, the break will occur between 12 noon and 1.00pm.

### 21.7 Meal Allowance

- (a) Employees who are directed to work overtime and who, through insufficient notice, need to buy meals, shall be paid a meal allowance for any meal break for which they are entitled under Clause 21.6 (b), at the rates specified in Item 8 – Schedule 3 Miscellaneous Allowances.
- (b) For the purposes of this sub – clause, sufficient notice will be 24 hours prior to commencement of overtime or such lesser period as is reasonable in the circumstances.

## 22. **ROSTERED DAYS OFF**

### 22.1 Entitlement

- (a) An employee's ordinary hours will be worked on no more than 57 days in each 84 day cycle, Monday to Friday with three days in each period being regarded as a rostered day off (RDO). Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall, for the purposes of this paragraph, be regarded as a day worked.
- (b) An employee who has not worked 57 days in a complete 84 day cycle shall receive pro rata accrued entitlements for each day worked (or for each fraction of a day worked), payable for the rostered day off or, in the case of termination of employment, on termination.
- (c) Employees who have an accrued annual leave balance in excess of forty [40] days will not be able to access banked RDO's.

## 22.2 Scheduling RDO's

- (a) An employee's RDO will be scheduled in advance of each cycle in which it occurs, taking into account the interests of employees and ensuring that State Waters' operational needs are met having regard to seasonal, climatic and workload factors.
- (b) With a minimum of twelve (12) hours notice to affected employees and without penalty to State Water, RDOs may be rescheduled to satisfy operational needs. Agreed substitute RDOs are to be provided by mutual agreement and may only be deferred under circumstances of emergency.

## 22.3 Accumulating RDO's

- (a) Employees may accumulate (bank) up to 10 RDOs. Employees will be given an opportunity to take their accumulated RDOs at a time convenient to both the employee and State Water prior to the end of February in each calendar year except where excluded by 22.1(c) of this Agreement.

## 22.4 Taking RDOs

- (a) Employees may take their accumulated RDOs by agreement with the appropriate Manager:
  - (i) Consecutively to a maximum of ten(10) days ; or
  - (ii) By working nine – day fortnights ; or
  - (iii) By a combination of these two methods

## 22.5 Deferring RDOs

- (a) Employees may agree with their manager to defer taking some of their accumulated RDO's, provided that RDO's are not forfeited and provided that no more than ten (10) RDOs are accumulated at any one time.
- (b) Once scheduled, the only circumstances in which a "banked" RDO will be required to be worked is fire or similar state of emergency.

## **23. LEAVE**

### 23.1 General Provisions

State Water shall be bound by the provision of the Uniform Leave Conditions for Ministerial employees, subject to the amendments and additions specified in this clause.

### 23.2 Sick Leave

- (a) Sick leave will accrue on a calendar year basis, with the full annual entitlement being available from 1 January each year for staff employed as of that date.

- (b) New employees who commence after 1 January will receive a pro rata credit for that proportion of the calendar year remaining. Sick leave taken during the first three months of employment will only be paid upon the completion of three months service and following one month's continuous service without the taking of any sick leave, up to a maximum entitlement of 15 days paid sick leave per annum.
- (c) Unused sick leave entitlements will accrue, in accordance with Ministerial Leave Conditions.

### 23.3 Personal Carer's Leave

#### (a) Use of Sick Leave

- (i) An employee, other than a casual employee, with carers responsibilities shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January, 1998 in terms of Clause 23.2. - Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (A) the employee being responsible for the care of the person concerned; and
  - (B) the person concerned being:
    - (I) a spouse of the employee; or
    - (II) a defacto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
    - (III) 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 defacto spouse of the employee; or
    - (IV) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (V) a relative of the employee who is a member of the same household,
- (iv) Where for the purposes of this subparagraph:
  - (A) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
  - (B) "affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and
  - (C) "household" means a family group living in the same domestic dwelling.
- (v) 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 that person's 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 absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.

(b) Use of Annual Leave

An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties at any time within a period of 24 months from the date at which it falls due.

(c) Unpaid Leave for Family Purposes

An employee may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 23.3 (a) (iii) (B) who is ill.

23.4 Annual Leave

(a) Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(b) State Water may utilise a Christmas shutdown during which time employees will take recreation leave in association with the public holidays to effect a 2 week shutdown.

23.5 Time Off in Lieu of Payment for Overtime

(a) 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.

(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(c) If, having elected to take time as leave in accordance with 23.5 (a) of this subclause, 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.

(d) Where no election is made in accordance with 23.5 (a) the employee shall be paid overtime rates in accordance with the agreement.

23.6 Make-up Time

An employee may elect, with the consent of the employer, 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 agreement, at the ordinary rate of pay.

23.7 Public Holidays

(a) Payment (to the extent which would ordinarily have been paid had the day been a working day) shall be made for the following days:

New Years Day	Queens Birthday
Australia Day	Christmas Day
Good Friday	Boxing Day
Easter Monday	Labor Day
Anzac Day	

whenever celebrated, and all other gazetted holidays proclaimed to operate throughout the State of NSW.

23.8 Union Picnic Day

(a) The Picnic Day will be held during the Christmas - New Year period.

- (b) All employees will, as far as practicable, be given and will take this day as picnic day and shall be paid therefore as for eight hours' work at the rates of pay prescribed in this Agreement.

23.9 Recreation Leave Management

- (a) At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement in special circumstances.
- (b) When an employee has achieved an accrual of thirty (30) days recreation leave their manager or supervisor will discuss the management of that accrued recreation leave with the employee, so that it may be taken at a time which suits the operational needs of State Water and the needs of the individual.

**24. ALLOWANCES TO REIMBURSE EXPENSES**

24.1 Miscellaneous Allowances listed in Schedule 3 shall be increased in accordance with changes advised by the Department of Premier and Cabinet to ensure consistency with allowances paid to State Water Employees paid under other agreements.

24.2 Travelling Time

- (a) Time spent travelling on official business during ordinary hours of work is regarded as on duty and is comprehended within an employee's minimum rate of pay as prescribed by Clause 14. Time spent travelling on official business outside ordinary hours will attract additional payment or compensation, at the employee's ordinary rate of pay. ie. single time.

**25. TRAVELLING ALLOWANCES - GENERAL**

25.1 Any authorised official travel and associated expenses, properly and reasonably incurred, in accordance with State Water policy and procedure, by a staff member required to perform duty at a location other than their normal place of work shall be met by State Water.

25.2 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.

**26. MEAL EXPENSES ON ONE-DAY JOURNEYS**

26.1 A staff member who is authorised by State Water to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 – Schedule 3 Miscellaneous Allowances for:

- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- (b) an evening meal when required to travel until or beyond 6.30 p.m.; and
- (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal place of work at the time of taking the normal lunch break.

**27. TRAVELLING ALLOWANCES WHEN STAYING IN NON STATE WATER ACCOMMODATION**

27.1 A staff member who is required by State Water to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses

properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.

- 27.2 For the first 35 days, the payment shall be either:
- (a) The appropriate rate of allowance specified in Item 2 – Schedule 3 Miscellaneous Allowances for every period of 24 hours absence by the staff member' from their residence; and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
  - (b) If the staff member elects, actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 4 – Schedule 3 Miscellaneous Allowances.
- 27.3 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies State Water that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been incurred.
- 27.4 Where a staff member is unable to so satisfy State Water, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 27.5 After the first 35 days if a staff member is required by State Water to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 5 – Schedule 3 Miscellaneous Allowances.
- 27.6 As an alternative to the provisions after the first 35 days set out in subclause (27.5) of this clause, State Water could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- 27.7 The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

## **28. TRAVELLING ALLOWANCES WHEN STAYING IN STATE WATER ACCOMMODATION**

- 28.1 When a staff member working from a temporary work location is provided with accommodation by State Water, the staff member shall be entitled to claim the incidental expenses allowance set out in Item 6 – Schedule 3 Miscellaneous Allowances for the same period. If meals are not provided by State Water at the temporary work location, the staff member shall be entitled to claim also the reimbursement of any meal expenses properly and reasonably incurred during the time spent at the temporary work location.

## **29. RESTRICTIONS ON PAYMENT OF TRAVELLING ALLOWANCES**

- 29.1 An allowance under clause 27. Travelling Allowance when staying in Non State Water Accommodation or clause 28. Travelling Allowances when staying in State Water Accommodation is not payable in respect of:
- (a) Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence.
  - (b) Any period of leave, except with the approval of State Water or as otherwise provided by this clause.



- (c) Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- 29.2 A staff member who is in receipt of an allowance under clause 27. Travelling Allowance when staying in Non State Water Accommodation or clause 28. Travelling Allowances when staying in State Water Accommodation, shall be entitled to an allowance under clause 27, in the following circumstances:
- (a) When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location.
  - (b) When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location.
- 29.3 But is not entitled to any other allowance in respect of the same period.

### **30. INCREASE OR REDUCTION IN PAYMENT OF TRAVELLING ALLOWANCES**

- 30.1 Where State Water is satisfied that a travelling allowance is:
- (a) Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred.
  - (b) In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

### **31. PRODUCTION OF RECEIPTS**

- 31.1 Payment of any actual expenses shall be subject to the production of receipts, unless State Water is prepared to accept other evidence from the staff member.

### **32. TRAVELLING DISTANCE**

- 32.1 The need to obtain overnight accommodation shall be determined by State Water having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area.
- 32.2 Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by State Water.

### **33. INCLEMENT WEATHER**

- 33.1 Definition

For the purposes of this clause, inclement weather means wet weather or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperature or any combination thereof.

- 33.2 Continuation of Work

Appropriate functions can be carried out in inclement weather conditions provided protective clothing of an agreed standard is issued. Decisions on working in inclement weather will rest with the supervisor after consultation with the staff affected and, consistent with sound occupational health and safety principles.

#### **34. FIRST AID AND HEALTH AND SAFETY ISSUES**

- 34.1 Where practicable all employees shall have a recognised qualification in first-aid.
- 34.2 A standard first-aid kit shall be provided and maintained by the Employer on all worksites to which this agreement applies.
- 34.3 State Water shall provide transport to the nearest hospital or doctor at its expense where there is any serious accident, happening or serious sickness occurring to any employee whilst at work.
- 34.4 Any full time employee who is appropriately qualified to perform first-aid duty shall be paid a first aid allowance in accordance with Item 7 –Schedule 3 – Miscellaneous Allowances.

#### **35. TOOLS AND PROTECTIVE CLOTHING**

- 35.1 All tools required by employees shall be provided free of charge by the Employer.
- 35.2 The Employer shall supply and the employee will wear, where appropriate, protective equipment and clothing as required by the Occupational Health and Safety Act 2000 and Regulations as amended. eg. hats, eye protection, overalls, etc.
- 35.3 Protective equipment and clothing remains the property of the Employer and, on resignation, retirement or dismissal will be returned to the Employer, if requested.
- 35.4 An employee whose protective equipment and clothing is worn, spoiled or damaged due to the circumstances of their employment shall have the clothing replaced at no cost to the employee.

The Employer will issue, free of cost to staff, the following work apparel.

Item	Number
Trousers	Five (5)
shirt (long /short sleeves)	Five (5) (any combination)
wool jumper	One (1)
Jacket	One (1)
one pair of overalls may be substituted for any pants/shirt combination.	

- 35.5 Two sweat shirts may be substituted for the woollen jumper. When requested by Workshop staff, up to two pairs of shorts may be substituted for up to two pairs of (long) trousers. (to be worn under overalls)
- 35.6 Work apparel will be replaced on a fair wear and tear, new for old exchange basis.
- 35.7 It is a condition of employment that staff must wear the work apparel that is issued to them by the Employer whilst on duty.
- 35.8 Staff will be responsible for the cost of laundering and maintenance of work apparel issued to them.

#### **36. COOPERATIVE IMPLEMENTATION OF NEW ORGANISATIONAL ARRANGEMENTS**

The parties to this agreement have reached an in principle agreement and commitment to the cooperative implementation of State Water's new organisational arrangements to achieve efficient levels of operating expenditure.

#### **37. ANTI-DISCRIMINATION**

- 37.1 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, age and responsibilities as a carer.

- 37.2 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 agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 37.3 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.
- 37.4 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 agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 37.5 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.
- (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."

## **38. COUNSELLING AND DISCIPLINE**

Management of non performance and/or misconduct including counselling and discipline shall be undertaken in accordance with State Water Policy as developed and agreed by State Water, employees and the union.

## **39. DISPUTE RESOLUTION PROCEDURE**

- 39.1 Where an employee has a grievance or dispute concerning an employment matter, the following steps will be taken:
- (a) The grievance or dispute shall first be discussed with their immediate manager/team leader who will make the necessary enquires and give the employee or employees a response.
  - (b) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two [2] working days, or as soon as practicable, of the matter being brought to attention.
  - (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act, 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next

appropriate level of management, including where required, to the Chief Executive Officer or delegate.

- (d) Should the grievance or dispute remain unresolved, the employee or employees should forward the details of the grievance or dispute in writing to the Branch Manager who will arrange a meeting, within ten working days, with the relevant people to discuss the matter with a view to resolving the grievance or dispute.
- (e) If the grievance or dispute is still unresolved, the Organisation Development Manager and the appropriate Union official shall be notified and a conference arranged to examine and resolve the matter.
- (f) If the grievance or dispute is not settled by the conference, State Water and the Union may refer the matter to an agreed mediator for a mediation conference which shall be attended by the employee with their Union representative and a person with appropriate authority from State Water. The costs of the mediation shall be met by State Water.
  - (i) The mediation conference is not to be conducted in a legalistic fashion and shall be approached by all concerned 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.
  - (ii) If a settlement is reached, the terms of the settlement must be written down and signed by both parties and the mediator before the mediation conference is terminated.
  - (iii) An agreed settlement shall be binding on the parties and enforceable.
  - (iv) Either party may terminate the mediation conference, in writing, at any time.
- (g) If the grievance or dispute still remains unresolved, either party has the right to have the matter referred to the appropriate industrial tribunal for conciliation and/or arbitration.
  - (i) During the grievance and dispute resolution procedure, the normal work situation that existed prior to the grievance or dispute arising shall be maintained and no party shall be prejudiced.
  - (ii) This procedure shall not prevent State Water or the Union from making direct representations to one another on any matter giving rise to or likely to give rise to a grievance or dispute.

#### **40. CONTRACTORS' PROTOCOL**

40.1 Where work is to be carried out by contract, including sub-contract, State Water will:

- (a) Ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying agreement rates, providing agreement conditions and complying with other statutory provisions and State Waters' specified standards including but not limited to safe working procedures; and
- (b) On being advised or otherwise becoming aware that a contractor or sub-contractor is not paying agreement rates, providing agreement conditions or complying with any other statutory provisions, State Water will take necessary action to ensure that the situation is rectified. Should the contractor or sub-contractor continue to breach the provision then

appropriate action including termination of contract will, if appropriate, be implemented.

#### **41. AGREED PROCEDURES FOR MARKET TESTING AND CONTRACTING OUT**

Where work is presently carried out by State Water's wages staff, the parties agree that the Government's policy on Service Competition will be observed.

#### **42. ONGOING AGREEMENT REVIEW**

- 42.1 State Water, the union and employee representatives will monitor the viability of this agreement and ensure adherence to the terms contained herein.
- 42.2 The appropriateness of this agreement and the clauses contained within will be reviewed by State Water, the union and employee representatives continually while this agreement is operating.
- 42.3 This agreement will continue to operate after its nominal expiry date unless the State Water or the Union provide one month's notice that it is to expire.
- 42.4 At least six (6) months prior to the expiry of this Agreement State Water, the union and employee representatives will initiate and formulate any amendments to be developed and approved to this agreement, or replacement agreement.
- 42.5 An agreement developed by State Water, the union and employee representatives under clause 42.4 will replace this agreement on:
  - (a) the date of commencement of such agreement, or
  - (b) another date;
  - (c) expiry of this Agreement as agreed between State Water and Unions.

#### **43. DEDUCTION OF UNION MEMBERSHIP FEES**

- 43.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 43.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 43.3 Subject to (a) and (b) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 43.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 43.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 43.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

#### **44. REMUNERATION PACKAGING**

- 44.1 Where agreed between State Water and a full-time or part-time employee, remuneration packaging may be introduced in respect of salary as outlined in Table 1 in accordance with Guidelines issued by the Department of Premier and Cabinet and State Water Policy.
- 44.2 The effect of remuneration packaging shall be that it replaces the entitlements of an employee under the provisions of Schedule 1: Rates of Pay. This shall mean that an employee will have part of their salary packaged as a non-cash benefit

#### **45. TRANSITIONAL ARRANGEMENTS**

- 45.1 No staff member will suffer a reduction in total wages as a result of the introduction of this agreement.
- 45.2 If the work that a wages staff member is/was performing immediately prior to the introduction of this agreement:
- (a) is not substantially changed; and
  - (b) has been assessed at a higher wage rate, then:
  - (c) The staff member will be appointed to the new position at the grade indicated by this agreement and paid accordingly.

#### **46. ACQUIRED SKILLS**

- 46.1 Employees by agreement with State Water may undertake workplace training, assessment and accreditation to acquire the skills necessary to effectively undertake relief storage management duties.
- 46.2 State Water and employees will work co-operatively to ensure there is a Field Officer at each work-site accredited to undertake relief storage management duties.
- 46.3 An employee who is accredited to undertake relief storage management duties as per Clause 46.1 will be paid the Acquired Skills Allowance – Item 10 – Schedule 3 - Miscellaneous Allowances from the date of the first relief duties undertaken.
- 46.4 An employee who is accredited to undertake relief storage management duties as per Clause 46.1 will cease to be paid the Acquired Skills Allowance – Item 10 – Schedule 3 - Miscellaneous Allowances where they have not relieved during the previous twelve (12) months.

#### **47. WORKFORCE MOBILITY**

- 47.1 Where requested by State Water, Field Officers will undertake activities at work-sites other than their normal place of work to improve:
- (a) workforce utilisation, flexibility and capability;
  - (b) teamwork;
  - (c) multiskilling and personal development.

#### **48. TRADE UNION LEAVE**

- 48.1 The granting of special leave with pay will apply to the following activities or training undertaken by a union delegate, as specified below:
- (a) Annual or biennial conferences of the Australian Workers Union;

- (b) Meetings of the Australian Workers Union Executive, Committee of Management or Councils;
- (c) Annual conference of the Labor Council of New South Wales and the biennial Congress of the Australian Council of Trade Unions;
- (d) Attending meetings called by the Labor Council of New South Wales involving the Australian Workers Union which requires attendance of a delegate;
- (e) Attending meetings called by State Water as and when required;
- (f) Giving evidence before an Industrial Tribunal as a witness for the Australian Workers Union;
- (g) Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members;
- (h) Courses organised and conducted by the Trade Union Education Foundation or by the Australian Workers Union or a training provider nominated by the Australian Workers Union. A maximum of 12 working days in any period of two years applies to this training and is subject to:
  - (i) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - (ii) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
- (i) Reasonable travelling time to and from conferences or meetings to which the provisions of this clause apply.
- (j) All travelling and associated expenses being met by the staff member or the Australian Workers Union;
- (k) Attendance being confirmed in writing by the Australian Workers Union or a nominated training provider.

**49. LEAVE RESERVED**

- 49.1 State Water, the Australian Workers Union and Field Officers will review Schedule 2 – Field Officers Task/Competency Grading Alignment to ensure the competency framework and progression criteria continue to be relevant to State Water and the work undertaken by Field Officers.
- 49.2 State Water, the Australian Workers Union and Field Officers will develop a productivity improvement incentive payment to encourage Field Officers improve productivity. The incentive will be based on improvement in indicators produced by State Water’s Facilities Maintenance Management System (FMMS).
- 49.3 Any incentive payments will be funded by savings made from measurable improvements in productivity.

**50. SIGNATORIES**

**Signed on behalf of State Water Corporation**

Name	Position
Signature	Date

**In the presence of**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**Signed on behalf of the Australian Workers Union**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**In the presence of**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **SCHEDULE 1 - Rates of Pay**

<b>Grades</b>	<b>Existing Rates</b>	<b>1/07/2008 With 4% Increase</b>
GRADE I	\$709.39	\$737.77
GRADE II	\$747.69	\$777.60
GRADE III	\$787.43	\$818.93
GRADE IV	\$809.62	\$842.00
GRADE V	\$855.09	\$889.29
GRADE VI	\$911.41	\$947.87
GRADE VII	\$956.99	\$995.27

### **SCHEDULE 2 - Field Officers Tasks/Competency and Grading Alignment**

#### **1. PURPOSE**

The purpose of this document and format is to establish an understanding of the relationship between the work undertaken and the competency achieved and the level or grade at which that work will be recognised.

#### **2. COMPETENCY FRAMEWORK**

The competencies identified for each work group and grade are nationally endorsed units of competence. The units have been selected from various industry packages as examples of units of competence which reflect the work undertaken by the staff covered by the new consent agreement. The selection of the competencies for each grade will be subject to ongoing review and replacement as the nature of work and technology changes. The identifying codes for each competency indicate the current source industry package.



### **3. EXAMPLE COMPETENCIES**

Example competencies have been accessed from packages which include:

- 3.1 Rural Production, RTE03
- 3.2 Amenity Horticulture, RTF03
- 3.3 Conservation and Land Management, RTD02
- 3.4 Water Industry, NWP01
- 3.5 Asset Maintenance, PRM04
- 3.6 Asset Security, PRS03
- 3.7 Civil Construction, BCC03
- 3.8 General Construction, BCG03
- 3.9 Metal and Engineering Industry, MEM98
- 3.10 Public Safety, PUA00
- 3.11 Forest and Forest Products Industry, FPI99
- 3.12 Extractive Industry, MNQ03
- 3.13 Laboratory Operations, PML99
- 3.14 Automotive Industry Retail, Service and Repair
- 3.15 Business Services, BSB01
- 3.16 Transport and Distribution, TDT02
- 3.17 Sea Food Industry, SFI04
- 3.18 Electrotechnology, UTE99
- 3.19 Property Development and Management, PRD01
- 3.20 National Public Services, PSP99

### **4. COMPETENCY REVIEW**

When reviewing the relevant section/s of this document, stakeholders need to confirm that the competencies are representative of the type of work carried out in their respective workgroups. The refinement of identifying the specific competencies to positions will be addressed in the transitional arrangements which will proceed outside the formal agreement.

### **5. GRADING STRUCTURE**

Following is the grading structure and the proposed task/competency alignments for each work group.

## COMPETENCY/GRADING ALIGNMENT FIELD OFFICERS

### Trainee

Entry/Induction.

**Training to align with  
achieving Grade 2  
competencies**

### Grade 1

Achievement of a selected number of entry level competencies required.

Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.

**This grade equates to about half of grade 2 requirements.**

### Grade 2

Working at this level defines a competent field officer undertaking a moderate range of operational tasks.

**Completion of competencies at this level predominantly fit with national certificate AQF Level 2.**

### Grade 3

Achievement of limited number of operational competencies selected from a higher level.

Enables a worker to be recognised for specialisation which may not be required full time.

**Reflects work undertaken mainly at level 2 with some additional competencies from level grade 3.**

### Grade 4

Achievement of additional competencies required.

Work at this level relates to the application of relevant theoretical knowledge and a range of well developed skills.

**Predominantly equates with national certificate AQF Level 3.**

### Grade 5

Achievement of additional competencies required.

Work at this level relates to the application of relevant theoretical knowledge and a range of well developed skills. Some work is from a higher level.

**Predominantly equates to a higher positioned national certificate AQF Level 3**

### Grade 6

Specialised competencies required to progress to this grade.

Work undertaken at this level reflects a broad knowledge base, application of solutions to a defined range of unpredictable problems and skill in a broad range of areas with depth in some.

**Work at this level equates to AQF level 4 and reflects the application of technical skills to a range of situations.**

### Grade 7

Specialised competencies required to progress to this grade.

**Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.**

*Predominantly equates with to a higher*

## **6. TRAINEE**

- 6.1 Entry/Induction training to align with achieving Grade 2 competencies.
- 6.2 Completion of relevant induction training program to be confirmed in transitional arrangements.
- 7. Grade 1 Progression Criteria
  - 7.1 Achievement of a selected number of entry level competencies required.
  - 7.2 Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.
  - 7.3 This grade equates to about half of Grade 2 requirements.
  - 7.4 The requirements for progression from Trainee to Grade 1 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade.
- 8. Grade 2 Progression Criteria
  - 8.1 Achievement of additional competencies required.
  - 8.2 Working at this level defines a competent Field Officer undertaking a moderate range of operation tasks.
  - 8.3 Completion of competencies at this level align to national certificate AQF Level 2.
  - 8.4 The requirements for progression from Grade 1 to Grade 2 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

## **9. GRADE 3 PROGRESSION CRITERIA**

- 9.1 Achievement of limited number of operational competencies selected from a higher level.
- 9.2 Enables a worker to be recognised for specialisation which may not be required full time.
- 9.3 Reflects work undertaken between Grade 2 and Grade 4.
- 9.4 The requirements for progression from Grade 2 to Grade 3 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade.

## **10. GRADE 4 PROGRESSION CRITERIA**

- 10.1 Achievement of additional competencies required.
- 10.2 Work at this level relates to the application of relevant theoretical knowledge and a range of well developed skills.
- 10.3 Aligns to national certificate AQF Level 3.
- 10.4 The requirements for appointment to Grade 4 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.
- 11. Grade 5 Progression Criteria
  - 11.1 Achievement of additional competencies required.
  - 11.2 Work at this level relates to the application of relevant theoretical knowledge and a range of well developed skills. Some work is from a higher level.
  - 11.3 Aligns to higher national certificate AQF Level 3.

11.4 The requirements for appointment to Grade 5 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

**12.** Grade 6 Progression Criteria

12.1 Achievement of additional competencies required.

12.2 Work undertaken at this level reflects a broad knowledge base, application of solutions to a defined range of unpredictable problems and skill in a broad range of areas with depth in some.

12.3 Aligns to national certificate AQF Level 4.

12.4 The requirements for appointment to Grade 6 is the completion of the appropriate units which reflect work recognised at this grade and the availability of work at the higher grading

**13.** Grade 7 Progression Criteria

13.1 Achievement of additional competencies required.

13.2 Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.

13.3 Aligns to higher level national certificate AQF Level 4.

13.4 The requirements for appointment to Grade 7 is the completion of the appropriate units which reflect work recognised at this grade and the availability of work at the higher grading.

**SCHEDULE 3 - Miscellaneous Allowances**

<b>Clause No</b>	<b>Description</b>	<b>Amount</b>
	<b>Meal Expenses on One Day Journeys</b>	
	Capital cities and high cost country centres	
26.1 (a)	Breakfast	\$20.20
26.1 (b)	Dinner	\$38.95
26.1 (c)	Lunch	\$22.65
	<b>Tier 2 and other country centres</b>	
26.1 (a)	Breakfast	\$18.05
26.1 (b)	Dinner	\$35.60
26.1 (c)	Lunch	\$20.65
	<b>Travelling Allowances When Staying in Non-State Water Accommodation</b>	
27.2 (a)	<b>Capital Cities</b>	<b>Per day</b>
	Adelaide	\$242.25
	Brisbane	\$253.25
	Canberra	\$211.25
	Darwin	\$238.25
	Hobart	\$201.25
	Melbourne	\$247.25
	Perth	\$233.25
	Sydney	\$280.25
27.2 (a)	<b>High cost country centres</b>	<b>Per day</b>
	Alice Springs (NT)	\$195.25
	Ballarat (VIC)	\$199.25
	Bendigo (VIC)	\$204.75
	Broome (WA)	\$250.25
	Bunbury (WA)	\$194.25
	Burnie (TAS)	\$210.75
	Carnarvon (WA)	\$206.75
	Christmas Island (WA)	\$217.25
	Cocos (Keeling) Island	\$197.25
	Dampier (WA)	\$247.25
	Derby (WA)	\$236.25
	Devonport (TAS)	\$203.75
	Emerald (QLD)	\$193.75
	Exmouth (WA)	\$224.75
	Geraldton (WA)	\$194.25
	Gold Coast (QLD)	\$215.25
	Halls Creek (WA)	\$222.25
	Horn Island (QLD)	\$216.25
	Jabiru (NT)	\$287.25
	Kadina (SA)	\$194.25

<b>Clause No</b>	<b>Description</b>	<b>Amount</b>
	Kalgoorlie (WA)	\$199.75
	Karratha (WA)	\$286.25
	Kununurra (WA)	\$244.25
	Launceston (TAS)	\$198.25
	Mackay (QLD)	\$197.25
	Maitland (NSW)	\$195.75
	Mount Gambier (SA)	\$194.25
	Mount Isa (QLD)	\$207.25
	Naracoorte (SA)	\$193.25
	Newcastle (NSW)	\$202.25
	Newman (WA)	\$233.25
	Norfolk Island	\$195.25
	Port Hedland (WA)	\$276.75
	Port Lincoln (SA)	\$193.25
	Port Macquarie (NSW)	\$200.25
	Portland (VIC)	\$198.25
	Thursday Island (QLD)	\$262.25
	Wagga Wagga (NSW)	\$197.75
	Warrnambool (VIC)	\$196.75
	Weipa (QLD)	\$222.25
	Whyalla (SA)	\$194.25
	Wollongong (NSW)	\$195.75
	Wonthaggi (VIC)	\$208.25
	Yulara (NT)	\$410.25
27.2 (a)	<b>Tier 2 country centres</b>	<b>Per day</b>
	Albany (WA)	\$180.75
	Bairnsdale (VIC)	\$180.75
	Bathurst (NSW)	\$180.75
	Bordertown (SA)	\$180.75
	Bright (VIC)	\$180.75
	Broken Hill (NSW)	\$180.75
	Cairns (QLD)	\$180.75
	Castlemaine (VIC)	\$180.75
	Ceduna (SA)	\$180.75
	Dalby (QLD)	\$180.75
	Dubbo (NSW)	\$180.75
	Echuca (VIC)	\$180.75
	Esperance (WA)	\$180.75
	Gladstone (QLD)	\$180.75
	Horsham (VIC)	\$180.75
	Innisfail (QLD)	\$180.75
	Orange (NSW)	\$180.75
	Port Augusta (SA)	\$180.75
	Renmark (SA)	\$180.75
	Roma (QLD)	\$180.75
	Seymour (VIC)	\$180.75
	<b>Other country centres</b>	<b>Per Day</b>
27.2 (a)	Other country centres	\$170.75

<b>Clause No</b>	<b>Description</b>	<b>Amount</b>
27.2 (b)	Incidental expenses when claiming actual expenses - all locations	\$15.45
27.5	Daily allowance payable after 35 days and up to 6 months in the same location – all locations	50% of the appropriate location rate
28	Government accommodation- incidental expenses (per day)	\$15.45
34.4	<b>First aid allowance</b>	<b>Per annum</b>
	- Holders of basic qualifications	\$666
21.7	<b>Overtime meal allowances</b>	
	Breakfast	\$22.60
	Lunch	\$22.60
	Dinner	\$22.60
	Supper	\$8.70
16.1	<b>Supervision Allowance</b>	<b>Per Day</b>
	Supervision Allowance	\$14.20
46.3	<b>Acquired Skills Allowance</b>	<b>Per Week</b>
		\$25.00