

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA12/15

TITLE: **Midcoast County Council Enterprise Agreement 2012**

I.R.C. NO:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees (excluding the General Manger), who are employed by MidCoast County Council (MidCoast Water), located at 26 Muldoon Street, Taree NSW 2430, who fall within the coverage of the Local Government (State) Award 2010.

PARTIES: Midcoast County Council -&- the Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

MIDCOAST COUNTY COUNCIL ENTERPRISE AGREEMENT 2012

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SIGNATORIES

PART 1 - ORGANISATION

1 Title

This workplace agreement will be known as the MidCoast County Council Enterprise Agreement 2012

2 Parties Bound

This Enterprise Bargaining Agreement binds MidCoast County Council (MidCoast Water) with respect to its employees (excluding the General Manager) covered by the Agreement, the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU), the Association of Professional Engineers, Scientists and Managers, Australia (APESMA), the Electrical Trades Union of Australia, New South Wales Branch (ETU) and their members.

3 Date, Period and Area of Operation

- 3.1 This Agreement operates from the first full pay period after 1 November 2012 and will expire on 31 October 2015.

3.2 Amalgamation.

In the event of an industry amalgamation involving MCW, the new employing authority shall continue to apply this agreement to the employees of the former MCW until the nominal expiry date is reached. The employment policies relating to the employees of the former MCW shall continue to apply and will not be changed or withdrawn without consultation with those employees.

4 Previous Agreements

4.1 This agreement supersedes all previous Enterprise Awards and Agreements. The parties agree that an application to terminate the MidCoast County Council Enterprise Agreement 2007 by consent shall be lodged immediately following the implementation of this Agreement.

5 Definitions

In this agreement

5.1 (a) "MCW" means MidCoast Water, MidCoast County Council (legal identity).

(b) "General Manager" shall mean a person appointed in accordance with section 334 of the Local Government Act, 1993 to discharge the duties and responsibilities of the office of General Manager as set out in section 335 of the Local Government Act, 1993 and such other duties that council may delegate to the General Manager. When carrying out these duties, the General Manager is acting on behalf of council.

5.2 "Employee" is an employee of MCW.

5.3 "Ordinary Pay" means the remuneration for ordinary hours of work for the classification.

5.4 "Days" shall mean calendar days, unless otherwise specified.

5.5 "Superannuation" means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the Superannuation Guarantee (Administration) Act 1992 (Commonwealth), and any additional superannuation contributions made by way of salary sacrifice.

5.6 "Agreement" means the "MidCoast County Council Enterprise Agreement 2012".

5.7 "Accident Pay" shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the NSW Workers' Compensation Act, 1987, as amended and the employee's ordinary rate of pay.

5.8 "48/52 Scheme" refers to an employee working 44 weeks of a negotiated 12 month period. An employee participating in the 48/52 scheme has effectively had four weeks leave without pay approved but rather than lose the value of the four weeks salary in one period, the employee has obtained approval to spread the salary impact of four weeks leave without pay averaged over the 52 week period.

6 Organisational Mission, Vision and Values

This agreement was developed by the parties involved taking into consideration the organisations mission, vision and values (refer to MCW Mission, Vision & Values Statement)

7 Strategic Direction and Objectives

The parties to this agreement, MCW and its employees, are committed to working towards the organisational strategy and strategic objectives set out in MCW's current strategic business plan.

8 Statement of Intent

The parties to this Agreement, management and all employees, are committed to co-operating positively to increase the structural efficiency of MCW and to continue to provide employees with access to fulfilling, varied and fairly paid work by providing:

- Quality service to the community;
- Continuous improvement;
- Skill related career paths;

- Rates of pay and conditions that are fair and equitable;
- Reasonable working hours;
- Multi-skilling;
- A broadened range of tasks which an employee may be required to perform;
- Greater flexibility in workplace practices;
- Equal Opportunity;
- Balanced work and family responsibilities.

9 Consultative Committee

- 9.1 The MCW Consultative Committee has been established by mutual agreement as a forum for discussion.
- 9.2 The object, functions and structure of the Consultative Committee are as set out in the Consultative Committee Constitution as amended from time to time.
- 9.3 Any changes to the Consultative Committee Constitution will need to be agreed to and signed off by all parties involved.

10 Technology

MCW recognises the importance of knowledge as a strategic asset. It also recognises the need to provide the technology to enhance this asset and ensure the authority achieves its objectives and maintains its competitive edge.

Innovative implementation of technology will ensure improved customer service and business efficiency and further protection of the environment.

MCW and its employees are committed to deliver productivity and efficiencies through investment in technology and training, innovation and facilitation of a culture of innovation and creativity, consistent with our vision.

PART 2 – ENGAGEMENT OF EMPLOYEES

11 Types of Employment

Each employee shall be informed in writing as to the terms of their engagement, in particular whether they are a full time, part time, fixed term or casual employee.

Employees other than fixed term or casual employees shall be deemed to have ongoing employment.

11.1 Permanent Employee

- 11.1.1 A permanent employee is a person engaged on an on-going basis, subject to the terms of this agreement.

11.2 Fixed Term Employee

- 11.2.1 A fixed term employee is a person engaged to work full time or part time for a specific period or for a specific project which has an anticipated completion date.
- 11.2.2 A fixed term employee shall receive the rate of pay and conditions appropriate to the classification as would apply to a permanent employee.
- 11.2.3 The use of fixed term contract positions will not be for the purpose of undermining the job security or conditions of permanent employees.
- 11.2.4 Therefore, the use of fixed term employment in all areas covered by this Agreement is limited:
- 11.2.4.1 for the life of a specific task or project that has a definable work activity; or
- 11.2.4.2 to perform the duties associated with an *externally funded position* where the length of the employment depends on the length of the funding; or

- 11.2.4.3 to perform the duties associated with a *vacant position* until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position; or
 - 11.2.4.4 to *temporarily replace* an employee that is on approved leave, secondment, workers compensation or acting in a different position; or
 - 11.2.4.5 to undertake training and work as part of an *apprenticeship, traineeship* or *student work experience program* in conjunction with an education institution; or
 - 11.2.4.6 to trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area; or
 - 11.2.4.7 to perform the duties associated with a vacant position during the intervening period between when a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;
 - 11.2.4.8 to accommodate *time limitations imposed by law* or *sought by the employee* (e.g. visa restrictions).
- 11.2.5 In other than exceptional and unforeseen circumstances, fixed term appointments shall be for a maximum period of 2 years. Except in circumstances covered by clause 11.2.4.5. In addition, where MidCoast Water has a defined specific project need this timeframe may be extended after consultation with the relevant parties.
- 11.2.6 Where it is identified by the parties to this Agreement that a fixed term position does not meet the criteria established in this Clause, the Disputes Resolution Procedures may be instigated.

11.3 Casual Employee

- 11.3.1 MCW may employ persons on a casual basis for the purpose of meeting particular and short-term needs. A casual employee is one engaged by the hour and paid as such.
- 11.3.2 A casual employee shall be paid a 25% loading of the ordinary hourly rate of the appropriate classification.
- 11.3.3 The 25% loading shall be paid in lieu of all leave (except long service leave) and severance pay, except for Paid Parental Leave prescribed by this agreement.
- 11.3.4 A casual employee shall be provided with a minimum period of three hours work or be paid for a minimum of three hours at the appropriate casual rate.
- 11.3.5 Overtime shall be paid where a casual employee works outside the ordinary hours of work as prescribed by this agreement. The 25% casual loading is not included in the calculation of overtime.
- 11.3.6 The terms of [Schedule D](#) of this Agreement will apply to Casual Employees.

11.4 Full-Time

- 11.4.1 A full-time employee is a person engaged for 38 hours per week.

11.5 Part-Time

- 11.5.1 A part-time employee is a person engaged for less than 38 hours per week. A part time employee may be employed on a fixed term or on an on-going basis.
- 11.5.2 A part-time employee shall be engaged to work a fixed and constant number of hours per fortnight as agreed by MCW and the employee. MCW and the employee shall agree upon the hours to be worked, the days worked and the starting times for the work.
- 11.5.3 By mutual agreement the fixed hours may be varied, such variation to be in writing.

- 11.5.4 A part-time employee shall receive payment on a pro-rata basis for annual leave, long service leave, personal leave and public holidays which fall on a day on which the employee would normally work. Accrued leave entitlements shall be adjusted on the proportion of actual hours worked.
- 11.5.5 A part time employee may work additional hours to their fixed hours by agreement.
- 11.5.6 A part time employee shall only receive overtime payment if they work in excess of the ordinary hours specified for a full time employee.

11.6 Agency employees

- 11.6.1 MCW may supplement its workforce by using Agency labour hire to meet fluctuating workload demands, one off projects and shorter-term needs.

11.7 Trainee Employment

- 11.7.1 Trainees may be appointed under a Traineeship as required for maintaining skills within the industry.
- 11.7.2 The traineeship shall be for a minimum period of 12 months.
- 11.7.3 The rates of pay for Trainees shall be within the range of Grade 1 to Grade 4 of the MCW Agreement salary structure.
- 11.7.4 MCW shall provide a Trainee with the conditions of the traineeship in writing and these conditions include;
- the term of the Traineeship
 - the course of studies to be undertaken
 - the program of on the job training to be undertaken

11.8 Apprenticeship

- 11.8.1 Apprentices may be appointed in trades classifications as required for maintaining skills within the industry.
- 11.8.3 Apprenticeships shall be managed in accordance with the Training contract issued by the NSW Department of Education and Training.
- 11.8.4 MCW shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions include:
- the term of the apprenticeship
 - the course of studies to be undertaken
 - the program of on the job training to be undertaken

11.9 Term of Appointment

The term of appointment for Apprentices and Trainees shall be for the period of the apprenticeship or Traineeship with no guarantee of employment beyond the contracted period.

PART 3 – HOURS OF WORK

12 Hours of Work

12.1 Ordinary Hours of Work.

- 12.1.1 Subject to the provisions of this Clause, the ordinary hours of work shall be 38 hours per week to be worked between 6am and 6pm, Monday to Friday.
- 12.1.2 Within the period 6am – 6pm, the spread of hours, hours per week or weekdays upon which ordinary hours may be worked, must be consistent with MCW's commitment to customer service and business efficiency.
- 12.1.3 The usual starting and finishing times within the spread of hours referred to in Clause 12.1.1 shall be as determined by MCW and will be subject to consultation between

MCW and the employee(s). Any such change can be at the determination of MCW with the provision of reasonable notice where there are genuine operational or safety reasons supporting the variation. For the purpose of this sub-clause, reasonable notice shall be determined having regard to:

- *the employee's personal circumstances including any family and carer responsibilities; and*
- *the needs of the workplace, including any genuine operational or safety reasons.*

Unless otherwise agreed, at least two weeks prior to the proposed alteration MCW shall provide the employee with the reasons for the proposed alteration to commencement and/or finishing times in writing. At least one week prior to the proposed alteration the employee shall provide reasons in writing if they do not agree with the proposed alteration, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute, [Clause 40](#), Grievance and Disputes Procedures, shall apply.

12.1.4 Ordinary working hours of up to 12 hours per day may be worked by mutual agreement between MCW and the employee(s). This is intended to apply temporarily to ensure commitment to customer service and business efficiency.

12.1.5 Starting and/or finishing times for ordinary working hours outside the spread of ordinary hours defined in Clause 12.1.1 may be agreed between MCW and the employee(s).

12.2 Arrangement of Hours

Subject to Part (12.1), Spread of hours, the arrangement of hours shall be:

12.2.1 Subject to Clauses 12.2.3 and 12.2.5, the ordinary working hours for all full time employees shall be 76 hours worked over a 9 day fortnight with a rostered day off included in that period.

12.2.2 Rostered days off may be taken in a flexible manner on either one of the two Mondays or two Fridays available within the fortnight.

12.2.3 By mutual agreement between MCW and the employee(s), alternate ways for the taking of rostered days off may be arranged.

12.2.4 At no time shall an employee accumulate more than 5 rostered days off.

12.2.5 By agreement between MCW and an employee, alternate working hour arrangements such as a 10 day fortnight or a 19 day month may be implemented.

12.3 Workplace Flexibility

12.3.1 This clause is intended to provide the means by which different conditions of employment may be provided as a result of an arrangement which is mutually agreed at the local workplace.

12.3.2 This clause is intended to apply to classifications or work groups of employees, not individuals.

12.3.3 A Workplace Flexibility Agreement may provide for different conditions of employment, such as:

- Hours of Work (Span of Hours);
- Shift Work;
- Overtime;
- On Call;
- Meal Break.

12.3.4 A Workplace Flexibility Agreement may only provide for different conditions of employment where the following requirements have been complied with:

12.3.4.1 The majority of employees affected agree after taking all views into consideration including the need to maintain effective working relationships.

- 12.3.4.2 The Workplace Consultative Committee has been advised prior to the commencement of discussions with the employees concerned.
 - 12.3.4.3 The Workplace Flexibility Agreement is not contrary to any law and does not jeopardise safety.
 - 12.3.4.4 The Workplace Flexibility Agreement will improve workplace efficiency and/or customer service and/or job satisfaction.
 - 12.3.4.5 Workplace Flexibility Agreements shall be signed by the General Manager of the Mid Coast Water, and the relevant union.
 - 12.3.4.6 Requests from staff for flexible work arrangements will be considered by MidCoast Water.
- 12.3.5 Individual employees may opt out of a local workplace agreement if its operation will cause him/her genuine personal or family hardship and they can do so without disrupting the pattern of work or inconvenience customers. Transfer to another equivalent position will be considered in these circumstances.

12.4 Meal Breaks

- 12.4.1 MCW shall not require an employee to work for more than 5 hours continuously without an unpaid break of at least 30 minutes for a meal. Thereafter, employees are entitled to and are expected to take, a paid meal break of 20 minutes after a further 5 hours continuous work.
- 12.4.2 Employees are entitled to, and are expected to take, an unpaid meal break of 30 minutes per ordinary working day.
- 12.4.3 Employees shall be allowed meal breaks without pay as well as paid morning break of 10 minutes on each ordinary working day.
- 12.4.4 The times fixed for the taking of meals breaks during an ordinary working day may vary for groups of employees and/or individual employees, as may be necessary or appropriate for the conduct of MCW's business.
- 12.4.5 An employee's usual time for taking a meal break may, by mutual consent between MCW and the employee, be varied temporary or shortened in special circumstances rather than on a regular basis.

12.5 Wet Weather.

In the event of an employee ceasing work because of wet weather, payment in respect of periods not worked shall be made subject to the employee remaining at work and standing by until directed by MCW to do otherwise. Employees are expected to undertake suitable alternative work as well as using the opportunity for scheduling required training during periods of prolonged wet weather.

13 Overtime

MCW recognises the potential detrimental effects of fatigue on employees performing extended after hours work, and the adverse effect on an individual's ability to operate effectively, which in turn, creates exposure to risks of health and safety of the individual, fellow employees, MCW and the public.

13.1 General

- 13.1.1 MCW may require an employee to work reasonable overtime.
- 13.1.2 An employee may decline, or MCW may decline individuals, to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 13.1.3 Employees are expected to take responsibility for their own fatigue management and must keep MCW informed of overtime hours they have worked during periods of prolonged overtime.
- 13.1.4 For the purposes of Clause 13.1.2, what is unreasonable or otherwise will be determined by MCW and/or the employee having regard to:

- any risk to the employee or others;
- the employee's personal circumstances including any family and carer responsibilities.

- 13.1.5 No employee(s) shall work more than 16 hours continuously (i.e. no more than 7.5 hours on top of the normal spread of hours for the day). Periods of prolonged overtime must be followed by the appropriate break in accordance with Clause 13.3. Such periods of prolonged overtime are not to occur more than twice in any two week continuous period.
- 13.1.6 No employee(s) shall, without the prior approval of MCW, work more than 30 hours overtime in any two week continuous period.
- 13.1.7 MCW reserves the right to instruct employees to cease work if it is considered a potential exposure to risks and safety exists to the employee(s) or others.
- 13.1.8 Except where otherwise provided, all overtime worked by direction which is before the agreed starting of the employee's ordinary hours, or later than the agreed finishing of the employee's ordinary hours, the employee shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter.
- 13.1.9 Where on any day, an employee works overtime immediately prior to the agreed starting time and immediately after the agreed finishing time, the total hours of both periods of overtime shall be taken into account for the purpose of the commencement of double ordinary time rate of pay.
- 13.1.10 Overtime worked on a Saturday shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- 13.1.11 Overtime worked on Sunday shall be paid at the rate of double time.
- 13.1.12 Overtime worked on a Holiday is paid in accordance with [Clause 30.3](#).
- 13.1.13 Overtime shall be claimed within the pay period the overtime was worked.
- 13.1.14 Where there is prior agreement between MCW and the employee, an employee may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked.

13.2 Call Back

- 13.2.1 An employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- 13.2.2 Payment for a call back shall commence from the time the employee departs for work and ceases when the employee arrives home immediately on completion of the work.
- 13.2.3 An employee who is on a call back shall be paid for a minimum of four (4) hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within the four (4) hour period of the original call back shall not attract any additional payment if work is completed within the four hour period.
- 13.2.4 The minimum payment of four (4) hours shall not apply in cases where the call back is within four (4) hours of the employee's usual start time.
- 13.2.5 Where the employee is called back within four (4) hours of the employee's usual start time penalty rates shall only apply up to the usual starting time, after which ordinary rates of pay will apply.
- 13.2.6 When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, MCW shall provide the employee with a conveyance to the employee's home.

13.3 Rest Period after Overtime

This Clause shall apply to all overtime:

- 13.3.1 When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least nine (9) consecutive hours break between work on successive days.
- 13.3.2 An employee required to work overtime within the nine (9) hours immediately preceding the usual start time shall be entitled to defer their usual starting time by a period equivalent to the time worked within this nine (9) hour period. Any ordinary working time during such absence, shall be paid at ordinary rates.
- 13.3.3 If the employee is instructed to resume or continue to work at their normal starting time, without having had nine (9) consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty. The employee is then entitled to be absent for nine (9) consecutive hours, without loss of pay for ordinary working time occurring during the absence.
- 13.3.4 An employee required to commence work at the usual starting time may, by mutual agreement, bring forward their ceasing time that day without loss of pay for the equivalent period as an alternative to receiving double ordinary rates.

13.4 Reimbursement of meal expenses

- 13.4.1 Other than overtime worked in accordance with Clause 14 On Call, employees required to work overtime for a period of four hours or more duration, will be entitled to claim reimbursement for meal expenses. Reimbursement will be provided up to the value of \$15 in circumstances where sustenance has not been separately provided by MCW.

14 On Call

14.1 Availability

Participation in the “On call” is only available to appropriately qualified, permanent employees of MCW.

- 14.1.1 An employee required by MCW to be on call shall be continuously available and remain ready and able to work outside usual working hours.
- 14.1.2 It shall not be a requirement that an employee on call remain at home, however the employee must be able to be contacted and be able to respond quickly when required.

14.2 On Call Allowance

- 14.2.1 Employees required to be on call shall be rostered for seven (7) day blocks and paid a daily allowance at the rates set out in [Table 1 Schedule A of Part 11](#).
- 14.2.2 In a situation where an employee who is rostered “on-call”, and due to an unavoidable circumstance, arranges for a second employee to fulfil their “on-call” obligations, then MCW will, subject to the “on-call manager” approval of the change only pay one “on-call” allowance per day.
- 14.2.3 Where an employee is required to be on call, the on call allowance shall be paid fortnightly.

14.3 Payment for Call outs

- 14.3.1 An employee on call shall be paid at double time for the time required to complete each call out, except for work performed before and after the usual starting and finishing times on a public holiday, in which case the rate is double time and one half. Payment commences from the time the employee departs for work and ceases when the employee arrives home immediately on completion of the work.
- 14.3.2 The minimum time payable for each call out shall be one (1) hour at double time.

14.4 On Call on a Holiday

- 14.4.1 For each holiday an employee is required to be on call, the employee shall be granted one (1) day’s leave in lieu to be added to the employee’s annual leave.

14.5 After Hours Duty Officer

- 14.5.1 The role of After Hours Duty Officer is where an employee is required by MCW to be available, outside the employee's usual ordinary hours, for co-ordinating service response activities after hours.
- 14.5.2 An After Hours Duty Officer must be able to be contacted at all times when required.
- 14.5.3 After Hours Duty Officer work shall not include overtime which has been pre-arranged prior to the employee's usual finishing time.
- 14.5.4 Employees required to perform the role of After Hours Duty Officer will be rostered for seven (7) day blocks and paid a daily allowance at the rates set out in the Annexure [Table 2](#) to this Agreement, which is in lieu of:
- 14.5.4.1 any claim for payment for being available, during the rostered period, outside of the employee's usual ordinary hours of work, and
- 14.5.4.2 any claim for payment for work performed, outside the employee's usual ordinary hours of work and between 5.00am and 11.00pm, in their capacity as After Hours Duty Officer.
- 14.5.5 When an After Hours Duty Officer performs overnight duties between 11.00pm and 5.00am, payment for time worked in accordance with Clause 14.3 shall apply.
- 14.5.6 For each holiday on which an employee is After Hours Duty Officer, the employee shall be granted one day additional annual leave.

PART 4 – REMUNERATION

15 Rates of Pay

MCW shall adopt the following range of bands that are indicative of the respective occupational groups:-

Band	Occupational Group	Grades
1	Trainee & Apprentices	1 to 4
2	Operational, Administration, Technical & Trades	5 to 10
3	Advanced Technical, Semi-Professional & Graduates	11 to 15
4	Experienced Professionals & Specialists	16 to 21
5	Executive	22 to 26

- 15.1 Rates of Pay are as defined in [Schedule A](#).
- 15.2 The salary structure shall consist of skills and responsibilities based on bands and grades, as defined in MCW's accepted Job Evaluation System applicable at the time.

16 Payment of Employees

- 16.1 Employees are paid fortnightly via electronic transfer within four (4) working days from the close of the previous pay period.
- 16.2 MidCoast Water shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for nominated organisations.

17 Flexible Remuneration

- 17.1 MCW will provide opportunities for employees to salary sacrifice a portion of their pre-tax ordinary pay for items deemed by the Australian Taxation Office (ATO) from time to time as exempt benefits.
- 17.2 In addition, MCW will consider requests from employees to:
- enter into a novated lease arrangement for vehicles, provided the employee meets all costs, including Fringe Benefit Tax;

- receive an in-house benefit in the form of a reduction in water account at the ATO approved rate (which will be adjusted from time to time in line with the Australian Taxation Office adjustments) in lieu of receiving the equivalent amount in wages under this agreement;
- salary sacrifice their payments under the MCW Vehicle Lease Back Scheme.

17.3 Employees wishing to take advantage of these arrangements are required to seek independent financial advice (at their cost) to ensure such arrangements are suited to both their short and long-term circumstances, including superannuation and FBT implications.

18 Superannuation

18.1 MCW will make occupational superannuation contributions as required under Superannuation Guarantee legislation to the Local Government Superannuation Scheme or any other complying fund nominated by the employee. Employees may make superannuation contributions in addition to those made by MCW either pre-tax (as a salary sacrifice) or post tax. Employees considering additional superannuation contributions are advised to seek independent financial advice before making such contributions.

18.2 All employees of MCW will receive an entitlement to occupational superannuation, in addition to the amounts as detailed in the *Superannuation Guarantee (Administration) Act* (as amended), of 1 November 2012 (0.25%); 1 November 2013 (0.25%); 1 November 2014 (0.50%).

18.3 The additional superannuation contributions referred to in Clause 18.2 will not be absorbed by any future government increases.

19 Wage and Salary Increases

19.1 This Agreement provides for three increases, each to operate from the commencement of the first full pay period occurring after the following dates; 1 November 20012; (3.75%); 1 November 2013 (3.75%); 1 November 2014 (3.50%).

20 Employee Loyalty/Attendance Bonus

Employees may participate in the Employee Loyalty and Attendance Bonus scheme as follows:

20.1 Procedure

20.1.1 A permanent full time employee must have a balance equal to or greater than 570 hours of personal leave to participate in this scheme.

20.1.2 An employee, upon reaching the minimum balance of personal leave above, may request to be paid an amount that is the equivalent to 50% of the net balance of their personal leave entitlement not taken during the previous financial year.

(Example – annual personal leave entitlement = 18 days, less personal leave taken during previous financial year = 4 days, net balance of untaken personal leave = 14 days, Loyalty/Attendance bonus = 50% of 14 days = 7 days pay at ordinary rates)

20.1.3 A written application is required for all claims to be provided within 30 days after the end of the financial year.

20.1.4 The payment, when requested within the required time, will be made as a one-off payment following each financial year.

20.1.5 If an employee wishes to Salary Sacrifice the payment, then he/she must make prior arrangements in accordance with the ATO ruling.

20.1.6 In the case of a part time employee the minimum balance in 20.1.1 shall be in the same proportion as the employee's working hours bear to full time hours. Accrued personal leave entitlements shall be adjusted each year based on the proportion of actual hours worked.

21 Accident Pay

21.1 General

21.1.1 "Accident Pay" shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under

the NSW Workers' Compensation Act, 1987, as amended and the employee's ordinary rate of pay.

- 21.1.2 Accident pay is not payable for the first 26 weeks of period of incapacity.
- 21.1.3 An employee, after a period or periods of incapacity totalling 26 weeks, in respect of a particular illness or injury arising out of, or in the course of, employment under this award, shall be entitled to a further maximum of 26 weeks accident pay.
- 21.1.4 Accident pay shall be payable in respect of a period(s) of any incapacity of an employee only while the employee remains in the employment of MCW
- 21.1.5 An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, sick leave, long service leave or for any paid public holiday in accordance with the appropriate award provisions.

21.2 Medical Examination

- 21.2.1 MCW may under the NSW Worker's compensation Act, 1987, as amended, require the employee to submit for examination by a legally qualified medical practitioner, provided and paid for by MCW. If the employee refuses to submit to such examination or in any way obstructs the same, the employee's right to receive or continue to receive accident pay shall be suspended until such examination has taken place.

21.3 Damages or Settlement

- 21.3.1 "Third Party" in this sub-Clause shall mean a person other than MCW who is alleged to be liable for damages in respect of the injury.
- 21.3.2 The employee shall not be entitled to receive accident pay if the employee fails to comply with a request by MCW to provide:
 - 21.3.2.1 An undertaking that if the employee obtains a verdict for damages against MCW in respect of any injury or is paid an amount in settlement of any claim for damages that the employee has made against MCW in respect of such injury, the employee will immediately upon receipt of payment by the employees agent of such verdict for damages or amount in settlement of a claim therefore, repay to MCW the amount of accident pay which MCW has paid or may pay in respect of such injury and an authority for MCW alternatively to deduct the amount of the accident pay from any money owing or which may become owing from MCW to the employee under such verdict or settlement;
 - 21.3.2.2 An undertaking that where the injury was caused under the circumstances creating a liability in a third party to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claims for damages the employee has made against that third party the employee will out of such verdict or amount of money repay to MCW the amount of accident pay which MCW has paid or may pay in respect of the injury; and
 - 21.3.2.3 An irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against such third party or any amount of money payable to the employee in settlement of any claim for damages made against such third party to pay to MCW the amount of accident pay which MCW has paid or may pay to the employee.

22 Higher Duties

22.1 Higher Duties General

Where an employee is requested by MCW to perform the duties of a higher position for continuous periods of three (3) working days or more, inclusive of public holidays the following conditions apply:

- 22.1.1 Higher Duties are usually paid at the entry rate of salary applicable to the higher position, but this may vary depending upon individual circumstances.

- 22.1.2 An employee who is required to perform part only of the higher duties, may be paid a proportionate higher duties rate as determined by MCW.
- 22.1.3 Where an extended period of leave requires higher grade duties to be performed, the position will be rotated amongst the most suitable employees and reviewed within 12 months.
- 22.1.4 Where a vacant permanent position has been occupied by an employee on a higher paid acting basis for three (3) calendar months, MCW shall determine the future of the position and advertise accordingly.
- 22.1.5 Provided that the requirement of Clause 22.1.4 shall not apply in respect of temporary or casual positions nor a position held and usually occupied by an employee who is absent on long service leave, Personal/Carers leave, a period of workers compensation for which accident pay is applicable, or for any other absence approved by MCW.
- 22.1.6 Where an employee is on paid personal leave, annual leave, compassionate leave, a period of workers compensation for which accident pay is applicable, during a period when the employee is in receipt of higher duties pay, the employee shall not be entitled to payment for higher paid work for such periods of leave unless the period of higher duties work has endured for at least three (3) calendar months immediately prior to the period of leave starting.
- 22.1.7 Provided that the period of three (3) calendar months shall be deemed not to have been interrupted where, during the period of such higher paid work, the employee has been:
- Absent on such paid leave; or
 - Has been engaged on his usual work or other lower paid work for not more than an aggregate of five ordinary working days or shifts; or
 - Has been engaged on other higher paid work.
- 22.1.8 Payment for higher paid work shall not apply to periods of long service leave.

22.2 Higher Paid Work – Periods of Training

- 22.2.1 The provisions of this Clause shall not apply to employees who perform the whole or part of higher paid work for the purpose of training.
- 22.2.2 Provided that such training be in concert with at least one other employee occupying a classification equal to or greater than such higher paid work.
- 22.2.3 Provided further that such training in the particular higher paid work does not exceed in the aggregate a period of three (3) calendar months.

23 No Extra Claims

- 23.1 The parties who are bound by this Agreement agree not to pursue any further rates of pay or conditions claims during the period of operation of this Agreement. This Agreement shall not operate to cause employees to suffer a reduction in ordinary time earnings, or to depart from standards regarding hours of work, annual leave with pay or long service leave with pay.

PART 5 – ALLOWANCES & EXPENSES

24 Accommodation and Expenses

- 24.1 For employees required to attend training courses or conferences, or working away from their usual workplace and it is impractical or unsafe for them to return to their residential address overnight, MCW will pay expenses in accordance with the accommodation and expenses policy and guidelines.

25 Reimbursement of Telephone Rental and Call Charges

- 25.1 Employees that are currently receiving this benefit will continue to be reimbursed by MCW for annual rental costs and any work related outward calls to employees who require to be contacted where a mobile phone is not provided or where there is no mobile network coverage.

25.2 Reimbursement under this clause will not be available to any employees not currently receiving the benefit.

26 Allowances

26.1 SCADA / Radio Telemetry Diagnosis Dial Up

An employee on call and required to dial in to access the MCW network to check the status of the system at least once after hours each work day and twice daily on weekends or public holidays, shall be paid as an On Call allowance as set out in [Schedule A](#) Table 2 of Part 11.

26.2 Use of Private Vehicle

26.2.1 Where, by agreement, an employer requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance for each kilometre of authorised travel as follows: -

- (i) motor vehicle under 2.5 litres (normal engine capacity) - \$0.65 per kilometre; and
- (ii) 2.5 litres (normal engine capacity) and over - \$0.74 per kilometre.

26.2.2 An employer may require an employee to record full details of all such official travel requirements in a log book.

27 Corporate Clothing

27.1 Employees may be required to wear corporate clothing provided by MCW.

27.2 Employees provided with corporate clothing shall take reasonable care of such clothing. Employees who fail to take reasonable care of such clothing may be required to reimburse MCW for the cost of repair or replacement.

27.3 Corporate clothing issued in accordance with this clause remains the property of MCW and shall be returnable to MCW if requested or upon termination of the employee's employment.

PART 6 – LEAVE

28 Personal Leave

For service with MCW, an employee other than a casual employee, shall be granted a Personal Leave entitlement, on a pro rata basis, as follows,

- Up to and including 10 years of service 15 days per year
- 11 years and beyond 18 days per year

An employee is entitled to use their Personal Leave if they are unable to attend work as a result of:

- Illness or injury;
- The need to care for their “immediate family” or a relative who is a member of the same household;
- Compassionate grounds.

Untaken personal leave shall accumulate from year to year and be available in subsequent years of employment. Employees may use their Personal Leave as follows:

28.1 Sick Leave

28.1.1 Employees shall be entitled to use their paid personal leave as sick leave subject to the following conditions:

28.1.1.1 That the illness or injury does not arise from engaging in other employment; and

28.1.1.2 That proof of illness in the form of a medical certificate may be required to justify payment after two (2) consecutive working days' absence. However a medical certificate may be required for single day absences prior to or after a rostered day off or a Holiday;

- 28.1.1.3 Where required, proof of illness shall indicate the employee's inability to undertake their normal duties
- 28.1.1.4 If a Holiday as prescribed in Clause 30 of this Agreement occurs on an ordinary working day during an employee's period of absence because of sickness, such holidays shall not be counted as sick leave;
- 28.1.1.5 If a rostered day off occurs during an employee's period of absence because of sickness the rostered day off shall not be counted as sick leave.
- 28.1.2 The employee may be required to attend a doctor nominated by MCW at the employer's cost where there is excessive or long term absence.
- 28.1.3 The parties to this Agreement recognise that unjustifiable absenteeism is a significant impediment to business efficiency and customer service.
 - 28.1.3.1 Without limiting 28.1.1.3, where it is considered an employee is taking excessive absences or pattern absences MCW may require all further sick leave absences to be covered by medical evidence. The claiming of payment for days on which an employee is not genuinely prevented from attending work due to sickness may be dealt with as a disciplinary matter.
 - 28.1.3.2 It is the employee's responsibility to notify MCW of their inability to attend prior to their usual starting time, and if possible state the nature of the injury or illness and the estimated duration of the absence.
- 28.1.4 Employees who are ill for a minimum of five (5) consecutive working days whilst on Annual Leave or Long Service Leave may apply to the General Manager to have the leave re-credited. The employee must provide a medical certificate and be able to demonstrate that their leave was disrupted as a consequence of the illness or injury.
- 28.1.5 Where sick leave entitlements as prescribed have been exhausted an employee may request, in writing, approval for additional sick leave. Any such approval shall be at the discretion of the General Manager.
- 28.1.6 An employee who has been granted paid sick leave, and who in respect of the period of leave receives compensation under any Act or law or settlement, shall reimburse MCW from that compensation any amounts paid for leave, and MCW will re-credited the paid sick leave balance to the employee.
- 28.1.7 In the event of termination of service of an employee on account of ill health, and MCW is satisfied that such ill health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this Clause.
- 28.1.8 Upon the death of an employee MCW shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
- 28.1.9 Payment under this Clause shall not be payable if the injury or illness arises out of or in the course of employment that is compensatory under the NSW Workers Compensation Act 1987.

28.2 Carers Leave

Employees shall be entitled to use their current and accrued personal leave as carers leave as follows:-

- 28.2.1 An employee with responsibilities in relation to a member of their "immediate family" or a relative who is a member of the same household who needs the employee's care and support, shall be entitled to use their personal leave for absences to provide for

care and support for such persons when they are ill or injured. Such leave may be taken as part of a single day.

- 28.2.2 Carer's leave is not intended to be used for long term, ongoing care. In such cases the employee is obligated to investigate appropriate alternative care arrangements where these are reasonably available.
- 28.2.3 This entitlement is subject to employees being responsible for the care and support of the person concerned. In usual circumstances an employee is not entitled to take carer's leave where another person is available to care of the person concerned.
- 28.2.4 The term "immediate family" includes spouse or partner, parent (including foster parent), parents of spouse or partner, grandparent or grandchild, sibling of employee or spouse / partner (including half, foster and step sibling) child, stepchild, foster child and a relative of the employee who is a member of the same household.
- A defacto 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 same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis.
- 28.2.5 An employee shall, whenever practical, give MCW notice of their intention to take carer's leave, the name of the person requiring care and the relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for an employee to give prior notice of absence, the employee shall notify MCW by telephone of such absence at the first opportunity on the day of absence.
- 28.2.6 An employee must, if required by MCW, verify by production of a medical certificate or a statutory declaration, the illness of the person concerned, and that the illness is such that it requires care by another person.
- 28.2.7 An employee may, with the consent of MCW, use accumulated time in lieu of overtime payment, work "make up time", annual leave or leave without pay for the purpose of Carer's Leave.

28.3 Compassionate Leave

An employee is entitled to use their personal leave for compassionate purposes as follows:

- up to two (2) days paid leave per occasion of the death of a member of the "immediate family" of the employee.

28.4 Supporting Parental Leave

- 28.4.1 Employees shall be entitled to use up to 10 days of their paid personal leave as supporting parental leave, to be taken at the time their partner gives birth to a child or at the time the employee adopts a child.

29 Parental Leave

This clause does not remove the entitlements provided for in Chapter 2, Part 2-2, Division 5 – 'Parental leave and related entitlements' of the National Employment Standard (NES) under the Fair Work Act 2009 (Cth) and the Paid Parental Leave Act 2010 (Cth).

Relationship with federal legislation – All clauses in relation to Parental leave in this agreement shall apply in addition to the entitlements provided by the *Paid Parental Leave Act 2010* (Cth).

Note: Division 5 of the *Fair Work Act 2009* (Cth) relates to:

- unpaid parental leave, including unpaid adoption leave
- unpaid special maternity leave
- transfer to a safe job and no safe job leave

29.1 Paid Parental Leave

The following provisions shall also apply in addition to those set out in Chapter 2, Part 2-2, Division 5 – ‘Parental leave and related entitlements’ of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); and the *Paid Parental Leave Act 2010* (Cth).

29.1.1 The provisions within this clause shall also operate in conjunction with the relevant policies and procedures adopted by MidCoast Water from time to time.

29.2 Parental Leave

29.2.1 Employees who are eligible for Parental Leave without pay in accordance with the *Fair Work Act*, and who are eligible for parental leave pay within the meaning of the *Paid Parental Leave Act 2010* (Cth) shall be entitled to receive up to 14 weeks of paid leave (or 28 weeks at half pay) taken in conjunction with Parental Leave at their ordinary rate of remuneration to assist the employee’s ability to reconcile work and family responsibilities and to return to work within the maximum timeframe, if consented, as determined at Sub-clause 29.3.

29.2.2 An employer must not fail to re-engage a regular casual employee because the:

29.2.2.1 employee or employee’s spouse is pregnant

29.2.2.2 employee is or has been immediately absent on parental leave

29.2.2.3 rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

29.3 Right to request

29.3.1 An employee entitled to parental leave may request the employer to allow the employee to:

29.3.1.1 extend the period of simultaneous unpaid parental leave use up to a maximum of eight (8) weeks

29.3.1.2 extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months

29.3.1.3 return from a period of parental leave on a part-time basis until the child reaches school age

29.3.1.4 assistance in reconciling work and parental responsibilities.

29.3.2 The employer shall consider the request having regard to the employee’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

29.4 Employee’s request and the employer’s decision to be in writing:

29.4.1 The employee’s request and the employer’s decision made under Sub-clause 29.3 must be recorded in writing.

29.4.2 Request to return to work part-time.

Where an employee wishes to make a request under Sub-clause 29.3.1.3 such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

29.5 Other Parent Leave

- 29.5.1 Employees covered by this Agreement who wish to access concurrent unpaid parental leave, shall be entitled to one (1) week paid parental leave.

29.6 Communication during all forms of parental leave

- 29.6.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 29.6.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - 29.6.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 29.6.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 29.6.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with this clause 29.6.

29.2 Pre-adoption Leave

- 29.2.1 An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the Fair Work Act 2009 (Cth) is entitled to up to two (2) days paid pre-adoption leave at ordinary pay for the period of such leave.
- 29.2.2 An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:
- 29.2.1 single continuous period of up to two (2) days; or
 - 29.2.2 any separate periods to which the employee and MCW agree.

29.3 Adoption Leave

- 29.3.1 An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to up to four (4) weeks paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption.
- 29.3.2 Paid adoption leave must not extend beyond four (4) weeks of the date of placement of the child.

30 Holidays

30.1 Public Holidays

Public Holidays are observed on the following gazetted Public Holidays:

- 30.1.1 All full time, part time and fixed term employees are entitled to the following days as holidays without loss of pay.
- New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within MCW's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- 30.1.2 In addition to the days in Clause 30.1.1 MCW employees who are Aboriginal or Torres Strait Islanders are entitled to one (1) day during NAIDOC week each year.
- 30.1.3 Employees are entitled to holidays only if the holiday falls on a day ordinarily worked by the employee.

30.2 Additional Holiday and Locally Proclaimed Holidays.

- 30.2.1 Employees are entitled to an additional holiday each year, to be taken on a day decided in consultation with the Consultative Committee.
- 30.2.2 To ensure customer service levels and business efficiency are maintained a nominal number of employees will be required for work on the additional holiday and locally proclaimed holidays.
- 30.2.3 For those employees required to work, payment for the day will be at ordinary time rates with a day off in lieu of the holiday to be added to the employee's annual leave.
- 30.2.4 This arrangement will occur in consultation between MCW and employees.

30.3 Work on a Public Holiday

- 30.3.1 With the exception of the additional holiday and locally proclaimed holidays, employees who work on a public holiday will be paid as follows:
 - 30.3.1.1 Between usual starting and finishing times – double time for a minimum of four (4) hours worked.
 - 30.3.1.2 Before and after usual starting and finishing times – double time and one half.

31 Annual Leave

31.1 Annual leave

- 31.1.1 Annual leave at the ordinary rate of pay, exclusive of public holidays observed on working days, shall be accrued at the rate of four (4) weeks after each 12 months service.

Annual Leave shall accrue at the rate of 1/13th of the employee's nominal hours worked in a four week period and credited monthly. "Nominal hours" refers to the employee's specified ordinary hours and shall include additional hours worked by a part time employee. Except as provided for in Clause 31.1.2 of this Clause, Annual Leave shall be taken on its due date by mutual agreement and as soon as possible after each 12 months service.
- 31.1.2 MCW may, by mutual agreement, require an employee to take annual leave by giving at least four (4) weeks prior notification in the following circumstances:
 - 31.1.2.1 A period of annual close-down of up to and including 4 weeks – Provided that:
 - Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with Clause 31.1.1 of this Clause.
 - In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, MCW shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
 - MCW by agreement may approve annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
 - 31.1.3 Payment to an employee proceeding on annual leave shall be made by MCW at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.
 - 31.1.4 On resignation or termination of employment, MCW shall pay to the employee any accrued annual leave. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service.

31.2 Excess Annual leave

- 31.2.1 The parties agree that annual leave is to be taken within 24 months of being credited unless otherwise agreed between employee(s) and MCW. This means a maximum accrual of eight (8) weeks only per employee. Any excess annual leave accrual(s) will be subject to a managed program to reduce the annual leave accrual.

31.3 48/52 Schedule

31.3.1 Conditions of the 48/52 weeks per year working arrangements

- 31.3.1.1 This process will be available after the first twelve months of the agreement to give the organisation the ability to implement the appropriate mechanisms to facilitate this process.

31.3.2 Entitlement and arrangements

- 31.3.2.1 All full-time continuing, part time fixed and term employees with 12 months or more service are eligible to apply to their Manager or other delegated officer for approval to take up to eight (8) weeks annual leave in a year and receive 48 weeks salary, which would be payable over the full 52 weeks.

Application and approval must be in writing and agreed between the supervisor and the employee, Applications for additional annual leave will only be approved if the operational needs of the business are satisfactorily accommodated.

The 48/52 arrangements will be reviewed on an annual basis by the employee's work area. Towards the end of every 12 month period, the employee may choose to revert back to normal full-time arrangements. The employee is required to utilise any unused annual leave accrued under the 48/52 arrangements before reverting back to normal full-time arrangement.

- 31.3.2.2 Once approved, such arrangements will commence at a mutually agreed time and remain in place for a period of 12 months.
- Under this arrangement an employee will become a fractional employee at 48/52 of a full time or part time work load, with all benefits accruing on that basis.

31.3.3 Annual leave

- 31.3.3.1 Employees electing to move to this become a fractional employee at 48/52 of a full time or part time work load, with all benefits accruing on that basis including annual leave.
- 31.3.3.2 A leave form for the employee's 'normal' four (4) weeks annual leave must be submitted with the 48/52 weeks request. Under these arrangements an employee is required to apply and avail themselves of their 'normal' four (4) weeks annual leave via the organisations usual leave procedures within the 12 month period. The additional four (4) weeks annual leave that the employee will be eligible for under 48/52 will also need to be applied for using a leave form
- 31.3.3.3 In taking leave in any one (1) year, it will not be necessary for eight (8) weeks leave to be taken in one block, but this could be an option available to the employee

31.3.4 Long service leave / sick leave

- 31.3.4.1 Employees availing themselves of this option will retain benefits accrued on a full-time or part time fractional time basis up to the nominated commencement date. Long service leave and sick leave benefits accrued after this nominated date will be at the new fractional rate.

- 31.3.5 When leave may be taken
 - 31.3.5.1 The eight (8) weeks leave must be taken within its agreed 12 month period.
 - 31.3.5.2 It will be necessary for the employee and supervisor to agree on the time of taking leave as early as possible upon entering into these arrangements.
- 31.3.6 Termination of employment
 - 31.3.6.1 An employee who terminates their services whilst on these arrangements will be paid for the unexpired period of leave at the appropriate fractional rate based on the credit accrued. Where entitlements have accrued at the full-time rate any termination payments will be made at the full time rate.
- 31.3.7 Reallocation of workloads
 - 31.3.7.1 Where an employee converts to a 48/52 scheme, the supervisor will ensure that any reallocation of workloads is the subject of consultation with affected employees and does not create an unreasonable workload for any other employee.
- 31.3.8 Superannuation
 - 31.3.8.1 Where an employee elects to take up the 48/52 option, superannuation contributions for the employee and the organisation will reduce on a pro-rata basis, except where the employee chooses to maintain, subject to the requirements of the relevant superannuation scheme, the employee and/or employer's superannuation contributions on a full-time employment basis, but the organisation shall only be obliged to cover the cost of employer contributions at the 48/52 rate.

32 Long Service Leave

- 32.1 An employee of MCW shall be entitled to Long Service Leave at the ordinary rate of pay after 5 years continuous service, accumulated as follows:

LENGTH OF SERVICE	ENTITLEMENT
0 to 10 years service inclusive	1.3 weeks per year
11 to 15 years service inclusive	1.7 weeks per year
16 to 20 years service inclusive	2.7 weeks per year
For every completed period of 5 years service thereafter	2.6 weeks per year

- 32.2 Long Service Leave entitlements up to the date of effect of this agreement shall remain unchanged. The above accumulation rates commence on the date this agreement comes into force and will not apply retrospectively.
- 32.3 Subject to Clause 32.1 an employee who has completed at least five years but less than ten years service with MCW shall, on termination of employment, receive the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in fortnightly periods.
- 32.4 An employee who has completed more than five years service with MCW shall, on termination of employment, receive the monetary equivalent of a proportionate amount of long service leave on the basis of 1.3 weeks for each year of service up to and including ten years, 1.7 weeks for each year of service from 11 years to 15 years inclusive, 2.7 weeks for each year of service from 16 years to 20 years inclusive, and 2.6 weeks for each year of service in excess of 20 years, less such leave already taken, computed in fortnightly periods
- 32.5 Long service leave shall be taken at a time mutually convenient to MCW and the employee in minimum periods of one week.

- 32.6 Payment to an employee for long service leave shall be made by MCW at the employee's ordinary rate of pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- 32.7 There shall be a deduction in the calculation of the employee's service for all leave of absence without payment not specifically acknowledged and accepted by MCW as service at the time leave was taken.
- 32.8 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by [Clause 30](#), Holidays of this agreement, occurring during the taking of any period of long service leave.
- 32.9 Upon the death of an employee, MCW shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's death.
- 32.10 Where an employee's service is terminated due to a shortage of work or budgetary constraints, or through illness certified by duly qualified medical practitioner, and such employee is re-employed by MCW within 12 months of termination of service, prior service shall be counted for the purpose of this Clause.
- 32.11 On request and at the General Manager's discretion, long service leave may be granted at half or double pay to an employee.
- 32.12 Long Service Leave at Half and Double Pay:
 - 32.12.1 An employee who is entitled to long service leave may, with the consent of MCW, take long service leave:
 - 32.12.1.1 on full pay; or
 - 32.12.1.2 on half pay; or
 - 32.12.1.3 on double pay.
 - 32.12.2 When an employee takes long service leave, the leave entitlements will be deducted on the following basis:
 - 32.12.2.1 a period of leave on full pay - the number of days so taken; or
 - 32.12.2.2 a period of leave on half pay - half the number of days so taken; or
 - 32.12.2.3 a period of leave on double pay - twice the number of days so taken.
 - 32.12.3 When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
 - 32.12.3.1 a period of leave of full pay - the number of days so taken; or
 - 32.12.3.2 a period of leave of half pay - half the number of days so taken; or
 - 32.12.3.3 a period of leave on double pay - the number of days so taken.
 - 32.12.4 Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

33 Portability of Leave

Employees may transfer their sick leave and long service leave entitlements between Councils in NSW in accordance with the NSW Local Government Act 1993 and Regulations 2005 No 406A.

PART 7 – WORK / LIFE BALANCE

34 Work/Life Balance

The parties recognise that employees have a range of external responsibilities that may need to be addressed without undue conflict with their employment responsibilities.

MCW places a priority on working conditions, which provide flexibility for business needs to be accommodated and family and external responsibilities managed.

Work/life balance measures include the following:

34.1 Job Share

- 34.1.1 MCW will consider job-sharing arrangements in accordance with MCW's job-sharing policy.

34.2 Cultural & Ceremonial Leave

- 34.2.1 MCW recognises the value of cultural diversity and the observance of days of cultural ceremonial and/or religious significance. Employees may access annual leave or approved time in lieu for such purposes, subject to operational requirements.

34.3 Child Care Expenses Out Of Hours

MCW recognises that training and attending meetings at times outside of the usual hours worked for particular positions can impact upon employees with family responsibilities. This Clause allows employees who could not normally participate because of child care responsibilities, the ability to participate via an application for organisational support.

- 34.3.1 If the employee is required to attend training or meetings outside of the spread of hours at the initiative of MCW, approved child care expenses from a registered provider may be claimed as a reimbursable expense. The employee must discuss and seek approval for the arrangements and anticipated expenses with their manager prior to any registered child care service being provided or confirmed.

34.4 Leave without Pay

- 34.4.1 At the General Manager's discretion, leave without pay may be granted to an employee.
- 34.4.2 Leave without pay for periods in excess of five (5) days shall not be regarded as service for the purposes of the accrual of entitlements.
- 34.4.3 Approved leave without pay does not break the continuity of an employee's service.

34.5. Jury Service

- 34.5.1 An employee required to attend for jury service shall be paid the difference between the daily attendance fee received and the employee's usual wage for the same period.
- 34.5.2 Proof of attendance at jury service and any payment received must be provided by the employee.

34.6 Attendance at Repatriation Centres

Employees who are ex-service personnel, shall be allowed time off with pay for up to a maximum of five days per annum whilst attending repatriation centres for medical examination and / or treatment, provided that:

- 34.6.1 Payment shall be the difference between ordinary rates for time lost and any payment received from the Repatriation Department.
- 34.6.2 The employee produces satisfactory evidence of attendance.

34.7 Inability to attend for work due to Natural Disaster.

- 34.7.1 Employees shall not suffer any reduction in their ordinary pay where they are prevented from attending work due to natural disaster or other climatic circumstances beyond their control.

34.8 Healthy Lifestyle

MidCoast Water recognises the benefits that flow from the promotion of healthy lifestyles for both its employees as well as the organisation.

MCW offers a range of initiatives to encourage and assist its employees to maintain a healthy lifestyle:

- 34.8.1 **Reimbursement for annual medical check-up**

MCW will reimburse employees up to the value of \$50, to cover the difference from the Medicare rebate and the scheduled fee as a result of undergoing a standard annual general medical assessment with their GP.

34.8.2 Reimbursement of healthy lifestyle related expenses

MCW will reimburse employees up to \$100 per annum for costs incurred by the employee in relation to a variety of health related activities, provided that the costs directly relate to the employee and are considered by MCW to be health enhancing.

- MCW will provide a list of approved activities where the rebate will be provided.

34.8.3 In-House health programmes

MCW will from time to time look to run in-house health and fitness programmes during lunch breaks and other times to complement any other health initiatives been undertaken by employees.

34.9. Phased Retirement

34.9.1 In recognition of their service and the need to retain skills and experience within the organisation, MCW agrees to enter into discussions with those employees that would like to consider options for their transition into retirement.

34.9.2 Flexible work and leave arrangements which may be considered include:

- Part-time work;
- Flexi time;
- Leave without pay;
- Job sharing arrangements;
- Variations to ordinary hours and rosters;
- Job redesign; and
- Purchased additional annual leave arrangements.

34.9.3 The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either MCW or the employee.

PART 8 – STAFF DEVELOPMENT

35 Staff Development and Performance

35.1 The MCW Staff Development and Performance Review System, applicable at the time, provides for a performance review at least annually, usually in May each year, for each employee to:

- acknowledge achievements since the last review;
- plan constructive ways of improving on past results;
- identify training and development needs; and
- set new work objectives for the next period.

36 Learning and Development

MCW is committed to providing all employees with a range of learning opportunities relevant to MCW's activities. These opportunities will reflect the future strategic directions of MCW while maintaining relevance to both daily work activities and regulatory frameworks of the water industry. Employees recognise their obligation to commit to relevant skill enhancement and learning where identified.

The aims of learning and development within MCW are:

- to offer employees appropriate learning opportunities;
- to ensure relevant quality of learning;

- to develop skills, competencies and objectives as agreed in their individual Performance and Development Plans; and
- to produce employees who are skilled for their chosen career path.

MCW will assist employees to undertake work related courses at university/colleges of advanced education and technical and further education colleges, together with courses conducted by other recognised institutions and private organisations that are deemed appropriate by the General Manager. Assistance available to employees will be in accordance with the education assistance policy and guidelines.

37 Employee Rotation

37.1 General

MCW is committed to the development of all employees. The Staff Development Program gives MCW and employees an opportunity to discuss relevant learning and development annually, and this may include employee rotation.

37.1.1 Job rotation is seen as an opportunity:

- for employees to enhance their career prospects by broadening their work experience and gaining new skills;
- for MCW to continue to develop a flexible, mobile and well trained workforce thus improving efficiencies and productivity; and
- to provide enhanced understanding of job roles across the organisation

37.2 Principles

37.2.1 Rotations will be determined on the basis of:

- balanced consideration of work program priorities;
- appropriate and relevant training being provided;
- mutually beneficial outcomes for MCW and the employee.

37.2.2 Rotation shall be for an appropriate period of time as agreed by MCW and the employee(s) concerned.

37.2.3 No employee will have his/her ordinary rate of pay reduced as a result of job rotation.

37.3 Administration

37.3.1 Employees being considered for, or requesting to be considered for, rotation will be involved in discussions regarding their planned rotation, and any outcomes will only be implemented by mutual agreement by the parties concerned.

38 Flexible Workforce

38.1 The parties agree that a flexible workforce is critical for MCW to achieve its vision of being a leader in the water industry and community.

38.2 MCW and an employee may agree on flexible work and leave arrangements provided customer service and operational needs are met.

38.3 Flexible work includes the employee working make up time, accruing time in lieu, taking annual leave or leave without pay, working part time and job share arrangements.

38.4 It is agreed that employees will perform all duties that are within the limits of their skill, competence and training to continually maximise flexibility and effectiveness in the workplace, provided that allocation of work is consistent with Work Health & Safety obligations.

39 Appointments and Promotion

39.1 Appointments and promotion shall be subject to:

39.1.1 A new or vacant position shall be advertised in a manner sufficient to enable suitably qualified persons to apply for the position. Internally advertising of the position in the first instance may occur at the discretion of MCW.

- 39.1.2 Appointment from the applicants for the position will be selected on merit in consideration of:
- the nature of the duties of the position; and
 - the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- 39.1.3 The employee undertaking employer endorsed training as required relative to the position.
- 39.1.4 Clause 39.1.1 and 39.1.2 above need not apply to an appointment made by MCW by way of demotion or lateral transfer of an existing employee.
- 39.1.5 MCW may promote an employee to a higher grading or implement an accelerated progression having regard for the employee's performance of the duties, functions, responsibilities and the skill requirements of the position based on work value principles.

40 Disciplinary and Counselling Procedure

- 40.1 An employee, whose work performance or conduct is unsatisfactory or does not meet MCW's code of conduct or written operational standards of MCW, shall be counselled as to the nature of the unsatisfactory performance or conduct and the required standard to be achieved.
- 40.2 Unsatisfactory work performance or conduct shall include, but not limited to, neglect of duties, breach of discipline, unauthorised absenteeism and non compliance with required standards.
- 40.3 The employee shall be given the opportunity to explain their conduct or performance and may agree to meet the required standard.
- 40.4 Counselling should reinforce the standard of work or conduct expected and where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record is to be kept of the counselling provided and the employee may sight and sign the written record and add any notations regarding the contents.
- 40.5 If the agreed standard is not met, the employee will be counselled and given a final written warning that continued failure to meet the standard, over a defined time frame, will result in disciplinary action which may include termination of employment.
- 40.6 Where termination of employment is being seriously contemplated, by agreement as an alternative to termination, the employee may be appointed to another position or place of work.
- 40.7 During the procedures above an employee shall:
- 40.7.1 have access to their personal file and may take notes and/or obtain copies of the contents of the file; and
- 40.7.2 be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse; and
- 40.7.3 be entitled to request MCW to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out of date, incomplete or misleading; and
- 40.7.4 be entitled to request the presence and/or involvement of their union or other representative at any stage.
- 40.8 After complying with the requirements above, MCW may terminate the employee on the grounds of unsatisfactory work performance or unsatisfactory conduct.
- 40.9 MCW has the right to take disciplinary action, including termination of employment, at any time in cases of serious misconduct.
- 40.10 Union delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level and appropriate tribunals, provided prior approval is sought. Such approval shall not be unreasonably withheld.

PART 9 – TERMINATION, REDUNDANCY & REDEPLOYMENT

41 Termination of Employment

- 41.1 An employee shall give to MCW a minimum notice of their intention to terminate their employment in accordance Clause 41.4. If no such notice is provided, MCW shall be entitled to deduct pay equivalent to the required notice from any accrued leave entitlement payable under this agreement.
- 41.2 MCW and an employee may agree to a shorter period of notice for the purpose of this Clause, in special circumstances.
- 41.3 In cases of serious misconduct, MCW may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, Clause 41.4 shall not apply
- 41.4 MCW shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE’S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 3 years	2 weeks
3 years and over	4 weeks

An additional weeks notice shall be given to an employee who has completed at least 2 years service and is over 45 years of age.

- 41.5 The provision of this Clause shall be read subject to the provisions of Clause 42 (workplace change and redundancy) of this agreement.

42. Workplace Change and Redundancy

42.1 MCW’s Duty to Notify

- 42.1.1 Where MCW has made a definite decision to introduce major changes in operations, organisation structure or technology that are likely to have “significant effects” on employees, MCW shall notify the employees who may be affected by the proposed changes together with the consultative committee and their employee representatives.
- 42.1.2 “Significant effects” include termination of employment, major changes in the composition, operation or size of MCW’s workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

42.2 MCW’s Duty to Discuss Change

- 42.2.1 MCW shall discuss with the employee(s) affected and their representative(s), the introduction of the changes referred to in Clauses 42.1.1 and 42.1.2, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their representative in relation to the changes and may reconsider its original decision.
- 42.2.2 The discussion shall commence as early as practicable after a definite decision has been made by MCW to make the changes referred to in Clause 42.1.1 and 42.1.2.
- 42.2.3 For the purposes of the discussion, MCW shall provide to the employee(s) concerned and their representative, all relevant information about the changes including the nature

of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

42.3 Discussion before Termination

- 42.3.1 Where MCW has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to Clause 42.1.1 and 42.1.2 and that decision may lead to the termination of employment, MCW shall hold discussions with the employee directly effected and with their representative.
- 42.3.2 The discussion shall take place as soon as it is practicable after MCW has made a definite decision which shall invoke the provision of Clause 42.3.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.
- 42.3.3 For the purposes of the discussion, MCW shall, as soon as practicable, provide to the employee(s) concerned and their representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that MCW shall not be required to disclose confidential information, the disclosure of which would adversely affect MCW.

42.4 Notice to Centrelink

- 42.4.1 Where a decision has been made to terminate employees, MCW shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

42.5 Notice of Termination

- 42.5.1 In the event of a redundancy, five (5) weeks notice to terminate or payment in lieu thereof shall be given.

42.6 Severance Pay

- 42.6.1 This subClause shall apply where an employee is terminated due to redundancy. MCW shall be exempt from the operation of this subClause where the employee concerned has been offered, but has refused to accept, an alternative position within MCW's organisational structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- 42.6.2 In addition to any required period of notice, and subject to Clause 42.6.5, the employee shall be entitled to the following;

COMPLETED YEARS OF SERVICE WITH MCW	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay

9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- 42.6.3 An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this Clause as if they had remained in the MCW's employment until the expiry of the notice period.
- 42.6.4 During a period of notice of termination given by the MCW, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the MCW the employee shall provide proof of attendance at an interview.
- 42.6.5 An employee made redundant by MCW shall be entitled to a job search allowance of up to \$2000. Payment of the allowance is to meet expenses associated with seeking other employment and will be subject to proof of expenditure such as the production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of services with MCW or until the employee secures alternative employment, whichever is the sooner.
- 42.6.6 If the employee agrees to be redeployed by MCW into a lower paid position, the employee's existing salary and conditions shall be maintained in accordance with 42.7. Provided that should the employee resign during the period of salary maintenance, as provided for, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- 42.6.7 MCW shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- 42.6.8 MCW shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- 42.6.9 In the event that MCW determines that a position is redundant, MCW where practicable, shall firstly offer such redundancy on a voluntary basis.
- 42.6.10 Subject to an application by MCW and further order of the Industrial Relations Commission on New South Wales, MCW may pay a lesser amount (or no amount) of severance pay than that contained in Clause 42.5 above if MCW obtains acceptable alternative employment for an employee.

42.7 Employee Redeployment

As an alternative to redundancy / retrenchment an employee may be redeployed under the terms of MCW's Redeployment Policy.

PART 10 – OBLIGATIONS

43 Work Health and Safety

- 43.1 MCW shall provide a safe place of work and work practices in accordance with the provisions of NSW Work Health and Safety Act and associated regulations.
- 43.2 MCW employees shall act in accordance with the above requirements at all times.

44 Employee's Indemnity

- 44.1 MCW shall indemnify employees, in accordance with the Employees' Liability Act 1991, against liability for fault (as defined in that Act) arising out of their performance of MCW work carried out with due diligence by the employee.

45 Confidential Information

45.1 Except so far as it is required for the proper performance of the employee's duties under this agreement, or as authorised by MCW or as required by law, the employee shall not at any time during, nor at any time after termination of employment, communicate or divulge to any unauthorised person or make use of any confidential information held by MCW. The employee must use their best endeavours to prevent disclosure, publication or unauthorised use of such confidential information.

45.2 For the purposes of this Clause "confidential information" shall include but is not limited to:

45.2.1 any confidential information concerning any customer, contractor or employee of MCW; and

45.2.2 any confidential information relating to MCW's operations, including trade secrets or any other commercially valuable information in relation to business operations, other than information which is in the public domain.

46 Intellectual Property

46.1 Any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee in the course of their employment is the sole property of MCW. MCW shall, unless otherwise agreed, have the exclusive right to use, adapt, patent and otherwise register it.

46.2 The employee shall immediately disclose to MCW any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee to enable MCW to ascertain whether it was discovered, developed or produced wholly outside and wholly unconnected with the course of employment.

46.3 The employee hereby assigns to MCW by way of future assignment all copyright, design, design right and other property rights (if any) in respect to any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee in the course of employment.

46.4 The employee agrees that he/she will, at the request and expense of MCW complete all necessary deeds and documents and take all action necessary to vest any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee in the course of employment and obtain for MCW the full benefit of all patent, trademark, copyright, and other forms of protection throughout the world.

47 Breach of Agreement

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

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

48 Performance Management

48.1 The parties will establish a working group to review the current system of placement and progression through the salary structure. The review will be conducted within the first 12 months of the agreement.

PART 11 – SCHEDULES

Schedule A – Wage and Salary Tables

Table 1 - Weekly Wage Rates

Effective: 1st November, 2012 (see attachment)

Table 2 – Allowances

On Call Response

- On Call Weekly OW \$230.60

- SCADA / Radio Telemetry Diagnosis (On Call weekly) DUW \$306.20

These rates include a provision of \$20 for the preparation of sustenance by the employee to have while working during on call overtime.

After Hours Duty Officer

- After Hours Duty Officer (On Call Weekly) ODW \$595.00

Schedule B – Anti Discrimination Provision

The parties to this Agreement agree that:

- B1 it is their intention to achieve the principle of respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- B2 any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- B3 nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- B4 nothing in these provisions prohibits:
 - any discriminatory conduct (or conduct have a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - any discriminatory conduct (or conduct having a discriminatory effect) if:
 - B4.1 the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed;
 - B4.2 and the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

Schedule C - Dispute Resolution Procedure

In relation to any matter that may be in dispute between the parties to this Agreement (“the matter”), the parties:

- C1 will attempt to resolve the matter at the workplace level, including, but not limited to:
 - The employee and his or her supervisor meeting and conferring on the matter; and
 - If the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
- C2 acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level.; and
- C3 agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level; and
- C4 agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- C5 acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the mediation process; and
- C6 agree that during the time when the parties attempt to resolve the matter:
 - C6.1 the parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or health or safety; and
 - C6.2 subject to any relevant provisions of any state or territory work health and safety legislation, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by

his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and

- C6.3 the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly and as is reasonably possible; and
- C7 agree not to commence an action unless the party initiating the action has genuinely attempted to resolve the dispute at the workplace level.

Schedule D - Secure Employment

D1 Objective of this Clause

The objective of this Clause is to ensure that casual employees have an opportunity to elect to become full-time or part-time employees.

D2 Casual conversion

D2.1 A casual employee engaged by MCW on a regular and systematic basis for a sequence of periods of employment, under this agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subClause.

D2.2 MCW shall give the employee notice in writing of the provisions of this schedule within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subClause if MCW fails to comply with this notice requirement.

D2.3 Any casual employee who has a right to elect under paragraph D2.1 upon receiving notice under paragraph D2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to MCW that he or she seeks to elect to convert this or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, MCW shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes resolution procedure.

D2.4 Any casual employee who does not, within four (4) weeks of receiving written notice from MCW, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

D2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

D2.6 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph D2.3, MCW and employee shall, in accordance with this paragraph, and subject to paragraph D2.3, discuss and agree upon:

D2.6.1 the employee will convert to full-time or part-time employment; and

D2.6.2 If it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this agreement or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the

basis of the same number of hours and times of work as previously worked, unless other arrangement are agreed between MCW and the employee.

D2.7 Following an agreement being reached pursuant to paragraph D2.6 the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes resolution procedure.

D2.8 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this schedule.

D2.9 Disputes Regarding the Application of the Clause.

Where a dispute arises as to the application or implementation of this Clause, the matter shall be dealt with pursuant to the disputes resolution procedure of this agreement.

Schedule E – Union Training and Conference Leave Policy

E1 The aim of this policy is to provide training and allow for council accredited Union Delegates to attend the Annual Conference of their respective Unions.

E2 Applicability

This Policy applies to all Union Delegates who are elected by Council's Union members.

E3 Trade Union Training Leave

Council will release those elected Union Delegates to attend an accredited Trade Union training course with pay.

E4 Union Conference Leave

Elected Union Delegates who wish to attend their Union's Annual Conference shall be granted paid leave for the duration of the conference provided that council's operational requirements are met and the Union notifies Council of the elected Delegates nominated to attend the Conference at least one month prior to the commencement of the Conference.

E5 Variation

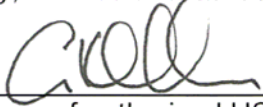
This Policy can only be reviewed yearly or revoked by agreement between the parties.

SIGNATORIES

MCW Pay Scale effective 1 November 2012

<u>Grade</u>	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
£	\$	\$	\$	\$	\$

Signed for and on behalf of the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU):



 Signature of authorised USU Official

Date: 28 / 8 / 2012

CRAEME KELLY

 Name of authorised USU Official

GENERAL SECRETARY

 Position of authorised USU Official

Signed for and on behalf of the Association of Professional Engineers, Scientists and Managers, Australia (APESMA):



 Signature of authorised APESMA Official

Date: 28 / 8 / 2012

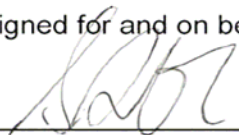
GORDON BROCK

 Name of authorised APESMA Official

ACTING DIRECTOR

 Position of authorised APESMA Official

Signed for and on behalf of the Electrical Trades Union of Australia (ETU), New South Wales Branch:



 Signature of authorised ETU Official

Date: 28 / 08 / 2012

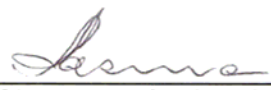
Steve Butler

 Name of authorised ETU Official

Secretary

 Position of authorised ETU Official

Signed for and on behalf of the MidCoast County Council:



 Signature of MCW General Manager

Date: 23 / 8 / 2012

ROBERT LOADSMAN

 Name of MCW General Manager

A	Weekl		Weekl		Weekly	Hourly	Weekl		Weekl		
	y	Hourly	y	Hourly			y	Hourly	y	Hourly	
26	2,574.6 0	67.752 6	2,703.3 0	71.139 5	2,838.5 0	74.697 4	2,980.4 0	78.431 6	3,129.4 0	82.352 6	Band 5 Executive
25	2,452.0 0	64.526 3	2,574.6 0	67.752 6	2,703.3 0	71.139 5	2,838.5 0	74.697 4	2,980.4 0	78.431 6	
24	2,335.2 0	61.452 6	2,452.0 0	64.526 3	2,574.6 0	67.752 6	2,703.3 0	71.139 5	2,838.5 0	74.697 4	
23	2,224.0 0	58.526 3	2,335.2 0	61.452 6	2,452.0 0	64.526 3	2,574.6 0	67.752 6	2,703.3 0	71.139 5	
22	2,118.1 0	55.739 5	2,224.0 0	58.526 3	2,335.2 0	61.452 6	2,452.0 0	64.526 3	2,574.6 0	67.752 6	
21	2,017.2 0	53.084 2	2,118.1 0	55.739 5	2,224.0 0	58.526 3	2,335.2 0	61.452 6	2,452.0 0	64.526 3	Band 4 Experienced Professionals Specialists
20	1,921.1 0	50.555 3	2,017.2 0	53.084 2	2,118.1 0	55.739 5	2,224.0 0	58.526 3	2,335.2 0	61.452 6	
19	1,829.6 0	48.147 4	1,921.1 0	50.555 3	2,017.2 0	53.084 2	2,118.1 0	55.739 5	2,224.0 0	58.526 3	
18	1,742.5 0	45.855 3	1,829.6 0	48.147 4	1,921.1 0	50.555 3	2,017.2 0	53.084 2	2,118.1 0	55.739 5	
17	1,659.5 0	43.671 1	1,742.5 0	45.855 3	1,829.6 0	48.147 4	1,921.1 0	50.555 3	2,017.2 0	53.084 2	
16	1,580.5 0	41.592 1	1,659.5 0	43.671 1	1,742.5 0	45.855 3	1,829.6 0	48.147 4	1,921.1 0	50.555 3	Band 3 Advanced Technical, Ser professional, Graduates
15	1,505.2 0	39.610 5	1,580.5 0	41.592 1	1,659.5 0	43.671 1	1,742.5 0	45.855 3	1,829.6 0	48.147 4	
14	1,433.5 0	37.723 7	1,505.2 0	39.610 5	1,580.5 0	41.592 1	1,659.5 0	43.671 1	1,742.5 0	45.855 3	
13	1,365.2 0	35.926 3	1,433.5 0	37.723 7	1,505.2 0	39.610 5	1,580.5 0	41.592 1	1,659.5 0	43.671 1	
12	1,300.2 0	34.215 8	1,365.2 0	35.926 3	1,433.5 0	37.723 7	1,505.2 0	39.610 5	1,580.5 0	41.592 1	
11	1,238.3 0	32.586 8	1,300.2 0	34.215 8	1,365.2 0	35.926 3	1,433.5 0	37.723 7	1,505.2 0	39.610 5	Band 2 Operational, Administration Technical & Trades
10	1,179.3 0	31.034 2	1,238.3 0	32.586 8	1,300.2 0	34.215 8	1,365.2 0	35.926 3	1,433.5 0	37.723 7	
9	1,123.1 0	29.555 3	1,179.3 0	31.034 2	1,238.3 0	32.586 8	1,300.2 0	34.215 8	1,365.2 0	35.926 3	
8	1,069.6 0	28.147 4	1,123.1 0	29.555 3	1,179.3 0	31.034 2	1,238.3 0	32.586 8	1,300.2 0	34.215 8	
7	1,018.7 0	26.807 9	1,069.6 0	28.147 4	1,123.1 0	29.555 3	1,179.3 0	31.034 2	1,238.3 0	32.586 8	
6	970.20	25.531 6	1,018.7 0	26.807 9	1,069.6 0	28.147 4	1,123.1 0	29.555 3	1,179.3 0	31.034 2	Band 1 Trainee Apprentices (Progression v be by annu increment Through gra 1 to 4)
5	924.00	24.315 8	970.20	25.531 6	1,018.7 0	26.807 9	1,069.6 0	28.147 4	1,123.1 0	29.555 3	
4	673.20	17.715 8	706.90	18.602 6	742.20	19.531 6	779.30	20.507 9	818.30	21.534 2	
3	641.10	16.871 1	673.20	17.715 8	706.90	18.602 6	742.20	19.531 6	779.30	20.507 9	
2	610.60	16.068 4	641.10	16.871 1	673.20	17.715 8	706.90	18.602 6	742.20	19.531 6	
1	581.50	15.302 6	610.60	16.068 4	641.10	16.871 1	673.20	17.715 8	706.90	18.602 6	

Applies to Band 1 Grades 1 - 4

Ages 15-17	Ages 18-21 (or HSC)	Ages 22-25 or 2-4 years Job related experience	Ages 26-29 or 5-8 years Job related experience	Age 30 & over or greater than 9 years Job related experience
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TABLE 2

Allowances (including sustenance provision)

- | | | |
|--|-----|-----------|
| • On Call Weekly | OW | \$ 230.60 |
| • SCADA/Telemetry Diagnosis (On Call Weekly) | DUW | \$ 306.20 |
| • After Hours Duty Officer (On Call Weekly) | ODW | \$ 596.00 |

MCW Pay Scale effective 1 November 2013

Grade	Entry Weekl		Step 1 Weekl		Step 2		Step 3 Weekl		Step 4 Weekl		
	y	Hourly	y	Hourly	Weekly	Hourly	y	Hourly	y	Hourly	
26	2,670.90	70.2868	2,804.40	73.8000	2,944.60	77.4895	3,091.80	81.3632	3,246.40	85.4316	Band 5 Executive
25	2,543.70	66.9395	2,670.90	70.2868	2,804.40	73.8000	2,944.60	77.4895	3,091.80	81.3632	
24	2,422.60	63.7526	2,543.70	66.9395	2,670.90	70.2868	2,804.40	73.8000	2,944.60	77.4895	
23	2,307.20	60.7158	2,422.60	63.7526	2,543.70	66.9395	2,670.90	70.2868	2,804.40	73.8000	
22	2,197.30	57.8237	2,307.20	60.7158	2,422.60	63.7526	2,543.70	66.9395	2,670.90	70.2868	
21	2,092.70	55.0711	2,197.30	57.8237	2,307.20	60.7158	2,422.60	63.7526	2,543.70	66.9395	Band 4 Experienced Professionals Specialists
20	1,993.00	52.4474	2,092.70	55.0711	2,197.30	57.8237	2,307.20	60.7158	2,422.60	63.7526	
19	1,898.10	49.9500	1,993.00	52.4474	2,092.70	55.0711	2,197.30	57.8237	2,307.20	60.7158	
18	1,807.70	47.5711	1,898.10	49.9500	1,993.00	52.4474	2,092.70	55.0711	2,197.30	57.8237	
17	1,721.60	45.3053	1,807.70	47.5711	1,898.10	49.9500	1,993.00	52.4474	2,092.70	55.0711	
16	1,639.60	43.1474	1,721.60	45.3053	1,807.70	47.5711	1,898.10	49.9500	1,993.00	52.4474	Band 3 Advanced Technical, Senior Professional, Graduates
15	1,561.50	41.0921	1,639.60	43.1474	1,721.60	45.3053	1,807.70	47.5711	1,898.10	49.9500	
14	1,487.10	39.1342	1,561.50	41.0921	1,639.60	43.1474	1,721.60	45.3053	1,807.70	47.5711	
13	1,416.30	37.2711	1,487.10	39.1342	1,561.50	41.0921	1,639.60	43.1474	1,721.60	45.3053	
12	1,348.90	35.4974	1,416.30	37.2711	1,487.10	39.1342	1,561.50	41.0921	1,639.60	43.1474	
11	1,284.70	33.8079	1,348.90	35.4974	1,416.30	37.2711	1,487.10	39.1342	1,561.50	41.0921	Band 2 Operational, Administration Technical & Trades
10	1,223.50	32.1974	1,284.70	33.8079	1,348.90	35.4974	1,416.30	37.2711	1,487.10	39.1342	
9	1,165.20	30.6632	1,223.50	32.1974	1,284.70	33.8079	1,348.90	35.4974	1,416.30	37.2711	
8	1,109.70	29.2026	1,165.20	30.6632	1,223.50	32.1974	1,284.70	33.8079	1,348.90	35.4974	
7	1,056.90	27.8132	1,109.70	29.2026	1,165.20	30.6632	1,223.50	32.1974	1,284.70	33.8079	
6	1,006.60	26.4895	1,056.90	27.8132	1,109.70	29.2026	1,165.20	30.6632	1,223.50	32.1974	Band 1 Trainee Apprentices (Progression will be by annual increment)
5	958.70	25.2289	1,006.60	26.4895	1,056.90	27.8132	1,109.70	29.2026	1,165.20	30.6632	
4	698.50	18.3816	733.40	19.3000	770.10	20.2658	808.60	21.2789	849.00	22.3421	
3	665.20	17.5053	698.50	18.3816	733.40	19.3000	770.10	20.2658	808.60	21.2789	
2	633.50	16.6711	665.20	17.5053	698.50	18.3816	733.40	19.3000	770.10	20.2658	

1	603.30	15.876 3	633.50	16.671 1	665.20	17.505 3	698.50	18.381 6	733.40	19.300 0	Through grade 1 to 4)
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Applies to Band 1 Grades 1 - 4

Ages 15-17	Ages 18-21 (or HSC)	Ages 22-25 or 2-4 years Job related experience	Ages 26-29 or 5-8 years Job related experience	Age 30 & over or greater than 9 years Job related experience
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TABLE 2

Allowances (including sustenance provision)

- On Call Weekly OW \$ 239.30
- SCADA/Telemetry Diagnosis (On Call Weekly) DUW \$ 317.70
- After Hours Duty Officer (On Call Weekly) ODW \$ 618.40

MCW Pay Scale effective 1 November 2014

Grade	Entry Weekl		Step 1 Weekl		Step 2		Step 3 Weekl		Step 4 Weekl		
	y	\$ Hourly	y	\$ Hourly	Weekly	\$ Hourly	y	\$ Hourly	y	\$ Hourly	
26	2,764.40	72.7474	2,902.60	76.3842	3,047.70	80.2026	3,200.10	84.2132	3,360.10	88.4237	Band 5 Executive
25	2,632.80	69.2842	2,764.40	72.7474	2,902.60	76.3842	3,047.70	80.2026	3,200.10	84.2132	
24	2,507.40	65.9842	2,632.80	69.2842	2,764.40	72.7474	2,902.60	76.3842	3,047.70	80.2026	
23	2,388.00	62.8421	2,507.40	65.9842	2,632.80	69.2842	2,764.40	72.7474	2,902.60	76.3842	
22	2,274.30	59.8500	2,388.00	62.8421	2,507.40	65.9842	2,632.80	69.2842	2,764.40	72.7474	
21	2,166.00	57.0000	2,274.30	59.8500	2,388.00	62.8421	2,507.40	65.9842	2,632.80	69.2842	Band 4 Experienced Professionals Specialists
20	2,062.90	54.2868	2,166.00	57.0000	2,274.30	59.8500	2,388.00	62.8421	2,507.40	65.9842	
19	1,964.70	51.7026	2,062.90	54.2868	2,166.00	57.0000	2,274.30	59.8500	2,388.00	62.8421	
18	1,871.10	49.2395	1,964.70	51.7026	2,062.90	54.2868	2,166.00	57.0000	2,274.30	59.8500	
17	1,782.00	46.8947	1,871.10	49.2395	1,964.70	51.7026	2,062.90	54.2868	2,166.00	57.0000	
16	1,697.10	44.6605	1,782.00	46.8947	1,871.10	49.2395	1,964.70	51.7026	2,062.90	54.2868	Band 3 Advanced Technical, Ser professional, Graduates
15	1,616.30	42.5342	1,697.10	44.6605	1,782.00	46.8947	1,871.10	49.2395	1,964.70	51.7026	
14	1,539.30	40.5079	1,616.30	42.5342	1,697.10	44.6605	1,782.00	46.8947	1,871.10	49.2395	
13	1,466.00	38.5789	1,539.30	40.5079	1,616.30	42.5342	1,697.10	44.6605	1,782.00	46.8947	
12	1,396.20	36.7421	1,466.00	38.5789	1,539.30	40.5079	1,616.30	42.5342	1,697.10	44.6605	
11	1,329.70	34.9921	1,396.20	36.7421	1,466.00	38.5789	1,539.30	40.5079	1,616.30	42.5342	Band 2
10	1,266.40	33.3263	1,329.70	34.9921	1,396.20	36.7421	1,466.00	38.5789	1,539.30	40.5079	

9	1,206.1 0	31.739 5	1,266.4 0	33.326 3	1,329.7 0	34.992 1	1,396.2 0	36.742 1	1,466.0 0	38.578 9	Operational, Administration Technical & Trades
8	1,148.7 0	30.228 9	1,206.1 0	31.739 5	1,266.4 0	33.326 3	1,329.7 0	34.992 1	1,396.2 0	36.742 1	
7	1,094.0 0	28.789 5	1,148.7 0	30.228 9	1,206.1 0	31.739 5	1,266.4 0	33.326 3	1,329.7 0	34.992 1	
6	1,041.9 0	27.418 4	1,094.0 0	28.789 5	1,148.7 0	30.228 9	1,206.1 0	31.739 5	1,266.4 0	33.326 3	
5	992.30	26.113 2	1,041.9 0	27.418 4	1,094.0 0	28.789 5	1,148.7 0	30.228 9	1,206.1 0	31.739 5	

4	722.80	19.021 1	758.90	19.971 1	796.80	20.968 4	836.60	22.015 8	878.40	23.115 8	Band 1 Trainee Apprentices (Progression v be by annu increment Through gra 1 to 4)
3	688.40	18.115 8	722.80	19.021 1	758.90	19.971 1	796.80	20.968 4	836.60	22.015 8	
2	655.60	17.252 6	688.40	18.115 8	722.80	19.021 1	758.90	19.971 1	796.80	20.968 4	
1	624.40	16.431 6	655.60	17.252 6	688.40	18.115 8	722.80	19.021 1	758.90	19.971 1	

Applies to Band 1 Grades 1 - 4

Ages 15-17	Ages 18-21 (or HSC)	Ages 22-25 or 2-4 years Job related experience	Ages 26-29 or 5-8 years Job related experience	Age 30 & over or greater than 9 years Job related experience
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TABLE 2

Allowances (including sustenance provision)

- On Call Weekly OW \$ 247.60
- SCADA/Telemetry Diagnosis (On Call Weekly) DUW \$ 328.80
- After Hours Duty Officer (On Call Weekly) ODW \$ 640.00