

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA15/10

TITLE: MidCoast County Council Enterprise Agreement 2015

I.R.C. NO: IRC15/787

DATE APPROVED/COMMENCEMENT: 16 September 2015 / 1 September 2015

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA12/15.

GAZETTAL REFERENCE: Serial C8416

DATE TERMINATED:

NUMBER OF PAGES: 56

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees (except Senior Staff), who are employed by MidCoast County Council, located at 26 Muldoon Street, Taree NSW 2430, who fall within the coverage of the Local Government (State) Award 2014.

PARTIES: Midcoast County Council (Midcoast Water) -&- 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 2015



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PART 1 - ORGANISATION

1 Title

This workplace agreement will be known as the MidCoast County Council Enterprise Agreement 2015.

2 Parties Bound

This Enterprise Bargaining Agreement binds MidCoast County Council (MidCoast Water) with respect to its employees (excluding the General Manager and Senior Staff - Contracted) 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 (Professionals Australia), 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 first the full pay period on or after 1 September 2015 and will expire on 31st August 2018.

3.2 In the event of an industry amalgamation involving MidCoast Water, the new employing authority shall continue to apply this agreement to the employees of the former MidCoast Water until the nominal expiry date is reached. The employment policies relating to the employees of the former MidCoast Water shall continue to apply and will not be changed or withdrawn without consultation with those employees.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 2012 by consent shall be lodged immediately following the implementation of this Agreement.

5 Inconsistency with Local Government Award

5.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government (State) Award 2014 and its successors. In the event of any inconsistency between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

6 No Forced Redundancy in Event of Amalgamation / Boundary Change

6.1 This clause shall apply in the event of a proposal by the Minister and/or decision to amalgamate, or otherwise merge, or change the boundary of, MidCoast Water with other councils and/or local government authorities.

6.2 This clause shall apply from the date of a proposal by the Minister for amalgamation or boundary change and will continue until either the Minister declines to recommend a proposal for amalgamation or boundary change or for a period of three years following the transfer of employment of an employee to the new council / local government authority, following a proclamation.

6.3 An employee, without the employee's agreement, must not be terminated on the grounds of redundancy under this clause. That is, the protection against forced redundancy is to take effect from the date of any proposal for amalgamation or boundary change being made by the Minister and will either end if the Minister declines to recommend the proposal and no change is made, or will remain in force for a period of three years following the transfer of an employee to a new council / local government authority, following a proclamation.

7 Definitions

In this agreement

- 7.1 (a) "MidCoast Water" means 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.
- 7.2 "Employee" is an employee of MidCoast Water.
- 7.3 "Ordinary Pay" means the remuneration for ordinary hours of work for the classification.
- 7.4 "Days" shall mean calendar days, unless otherwise specified.
- 7.5 "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.
- 7.6 "Agreement" means the "MidCoast County Council Enterprise Agreement 2015".
- 7.7 "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.
- 7.8 "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.
- 7.9 "Representative" refers to an official or delegate of a union entitled to represent an employee, or an appropriately qualified or experienced person nominated by the employee (for example an industrial agent or lawyer).

8 Organisational Mission, Vision and Values

This agreement was developed by the parties involved taking into consideration the organisation's mission, vision and values (refer to MidCoast Water Mission, Vision & Values Statement)

9 Strategic Direction and Objectives

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

10 Statement of Intent

The parties to this Agreement, management and all employees, are committed to co-operating positively to increase the structural efficiency of MidCoast Water 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; and
- Balanced work and family responsibilities.

11 Consultative Committee

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

12 Technology

MidCoast Water 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.

MidCoast Water and its employees are committed to delivering 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

13 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.

13.1 Permanent Employee

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

13.2 Fixed Term Employee

- 13.2.1 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.
- 13.2.2 A fixed term employee shall receive the rate of pay and conditions appropriate to the classification as would apply to a permanent employee.
- 13.2.3 The use of fixed term contract positions will not be for the purpose of undermining the job security or conditions of permanent employees.
- 13.2.4 Therefore, the use of fixed term employment in all areas covered by this Agreement is limited:
 - 13.2.4.1 for the life of a specific task or project that has a definable work activity; or
 - 13.2.4.2 to perform the duties associated with an *externally funded position* where the length of the employment depends on the length of the funding; or
 - 13.2.4.3 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
 - 13.2.4.4 to *temporarily replace* an employee that is on approved leave, secondment, workers compensation or acting in a different position; or
 - 13.2.4.5 to undertake training and work as part of an *apprenticeship, traineeship or student work experience program* in conjunction with an education institution; or
 - 13.2.4.6 to trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area; or
 - 13.2.4.7 to perform the duties associated with a vacant position during the intervening period between when MidCoast Water 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; or
 - 13.2.4.8 to accommodate *time limitations imposed by law or sought by the employee* (e.g. visa restrictions).
- 13.2.5 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 13.2.4.5. In addition, where MidCoast Water has a defined specific project need this timeframe may be extended after consultation with the relevant parties.
- 13.2.6 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.

13.3 Casual Employee

- 13.3.1 MidCoast Water 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.
- 13.3.2 A casual employee shall be paid a 25% loading of the ordinary hourly rate of the appropriate classification.
- 13.3.3 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.
- 13.3.4 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.
- 13.3.5 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.
- 13.3.6 The terms of Part 11 - Schedule D of this Agreement will apply to Casual Employees.

13.4 Full-Time

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

13.5 Part-Time

- 13.5.1 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.
- 13.5.2 A part-time employee shall be engaged to work a fixed and constant number of hours per fortnight as agreed by MidCoast Water and the employee. MidCoast Water and the employee shall agree upon the hours to be worked, the days worked and the starting times for the work.
- 13.5.3 By mutual agreement the fixed hours may be varied, with such variations to be in writing.
- 13.5.4 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 in proportion to actual hours worked.
- 13.5.5 A part time employee may work additional hours to their fixed hours by agreement.
- 13.5.6 A part time employee shall only receive overtime payment if they work in excess of the ordinary hours specified for a full time employee.

13.6 Agency employees

- 13.6.1 MidCoast Water may supplement its workforce by using agency labour hire to meet fluctuating workload demands, one off projects and shorter-term needs.

13.7 Trainee Employment

- 13.7.1 Trainees may be appointed under a Traineeship as required for maintaining skills within the industry.
- 13.7.2 The traineeship shall be for a minimum period of 12 months.
- 13.7.3 The rates of pay for Trainees shall be within the range of Grade 1 to Grade 4 of the MidCoast County Council Enterprise Agreement salary structure.
- 13.7.4 MidCoast Water 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

- 13.7.5 MidCoast Water may engage Trainees through an external industry training provider where deemed appropriate.

13.8 Apprenticeship

- 13.8.1 Apprentices may be appointed in trades classifications as required for maintaining skills within the industry.
- 13.8.2 Apprenticeships shall be managed in accordance with the Training contract issued by the NSW Department of Education and Training.
- 13.8.3 MidCoast Water shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions include:
- 13.8.3.1 the term of the apprenticeship;
 - 13.8.3.2 the course of studies to be undertaken; and
 - 13.8.3.3 the program of on the job training to be undertaken.
- 13.8.4 For some trades it may be appropriate for MidCoast Water to appoint apprentices at varying stages through the Apprentices Program to ensure a full range of industry experience is received. MidCoast Water may engage apprentices through an external industry training provider where deemed appropriate.

13.9 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

14 Hours of Work

14.1 Ordinary Hours of Work

- 14.1.1 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.
- 14.1.2 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 MidCoast Water's commitment to customer service and business efficiency.
- 14.1.3 The usual starting and finishing times within the spread of hours referred to in Clause 14.1.1 shall be as determined by MidCoast Water and will be subject to consultation between MidCoast Water and the employee(s). Any such change can be at the determination of MidCoast Water 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:
 - 14.1.3.1 the employee's personal circumstances including any family and carer responsibilities; and
 - 14.1.3.2 the needs of the workplace, including any genuine operational or safety reasons.

Unless otherwise agreed, at least two weeks prior to the proposed alteration, MidCoast Water 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, Schedule C Dispute Resolution Procedure shall apply.

- 14.1.4 Ordinary working hours of up to 12 hours per day may be worked by mutual agreement between MidCoast Water and the employee(s). This is intended to apply temporarily to ensure commitment to customer service and business efficiency.
- 14.1.5 Starting and/or finishing times for ordinary working hours outside the spread of ordinary hours defined in Clause 14.1.1 may be agreed between MidCoast Water and the employee(s).

14.2 Arrangement of Hours

Subject to Part (14.1), Spread of hours, the arrangement of hours shall be:

- 14.2.1 Subject to Clauses 14.2.3 and 14.2.5, 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.
- 14.2.2 Rostered days off may be taken in a flexible manner on either one of the two Mondays or two Fridays available within the fortnight.
- 14.2.3 By mutual agreement between MidCoast Water and the employee(s), alternate ways for the taking of rostered days off may be arranged.
- 14.2.4 At no time shall an employee accumulate more than 5 rostered days off.
- 14.2.5 By agreement between MidCoast Water and an employee, alternate working hour arrangements such as a 10 day fortnight or a 19 day month may be implemented.

14.3 Workplace Flexibility

- 14.3.1 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.
- 14.3.2 This clause is intended to apply to classifications or work groups of employees, not individuals.
- 14.3.3 A Workplace Flexibility Agreement may provide for different conditions of employment, such as:
 - Hours of Work (Span of Hours);
 - Shift Work;
 - Overtime;
 - On Call; and
 - Meal Break.
- 14.3.4 A Workplace Flexibility Agreement may only provide for different conditions of employment where the following requirements have been complied with:
 - 14.3.4.1 The majority of employees affected agree after taking all views into consideration including the need to maintain effective working relationships.
 - 14.3.4.2 The Workplace Consultative Committee has been advised prior to the commencement of discussions with the employees concerned.
 - 14.3.4.3 The Workplace Flexibility Agreement is not contrary to any law and does not jeopardise safety.
 - 14.3.4.4 The Workplace Flexibility Agreement will improve workplace efficiency and/or customer service and/or job satisfaction.
 - 14.3.4.5 Workplace Flexibility Agreements shall be signed by the General Manager of the Mid Coast Water, and the relevant union.
 - 14.3.4.6 Requests from staff for flexible work arrangements will be considered by MidCoast Water.
- 14.3.5 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 inconveniencing customers. Transfer to another equivalent position will be considered in these circumstances.

14.4 Meal Breaks

- 14.4.1 MidCoast Water 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.
- 14.4.2 Employees are entitled to, and are expected to take, an unpaid meal break of 30 minutes per ordinary working day.
- 14.4.3 Employees shall be allowed meal breaks without pay as well as a paid morning break of 10 minutes on each ordinary working day.
- 14.4.4 The times fixed for the taking of meal 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 MidCoast Water's business.
- 14.4.5 An employee's usual time for taking a meal break may, by mutual consent between MidCoast Water and the employee, be varied temporarily or shortened in special circumstances rather than on a regular basis.

14.5 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 MidCoast Water 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.

15 Overtime

MidCoast Water 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, MidCoast Water and the public.

15.1 General

- 15.1.1 MidCoast Water may require an employee to work reasonable overtime.
- 15.1.2 An employee may decline, or MidCoast Water may decline individuals to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 15.1.3 Employees are expected to take responsibility for their own fatigue management and must keep MidCoast Water informed of overtime hours they have worked during periods of prolonged overtime.
- 15.1.4 For the purposes of Clause 15.1.2, what is unreasonable or otherwise will be determined by MidCoast Water and/or the employee having regard to:
 - any risk to the employee or others; and
 - the employee's personal circumstances including any family and carer responsibilities.
- 15.1.5 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 15.3. Such periods of prolonged overtime are not to occur more than twice in any two week continuous period.
- 15.1.6 No employee(s) shall, without the prior approval of MidCoast Water, work more than 30 hours overtime in any two week continuous period.
- 15.1.7 MidCoast Water reserves the right to instruct employees to cease work if it considers a potential exposure to risk exists to the employee(s) or others.
- 15.1.8 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.
- 15.1.9 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.
- 15.1.10 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.
- 15.1.11 Overtime worked on Sunday shall be paid at the rate of double time.
- 15.1.12 Overtime worked on a Holiday is paid in accordance with Clause 30.3.
- 15.1.13 Overtime shall be claimed within the pay period the overtime was worked.
- 15.1.14 Where there is prior agreement between MidCoast Water 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.

15.2 Call Back

- 15.2.1 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.
- 15.2.2 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.
- 15.2.3 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.
- 15.2.4 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.
- 15.2.5 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.
- 15.2.6 Where an employee is called back on a public holiday the employee shall be granted time in lieu equivalent to the hours worked up to a maximum number of hours that would have normally been paid to the employee for that public holiday.
- 15.2.7 When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, MidCoast Water shall provide the employee with a conveyance to the employee's home.

15.3 Hours of Work Flexibility Agreements

- 15.3.1 MidCoast Water and an individual employee in Professional/Specialist Band 4 or Executive Band 5 may agree to an 'Hours of Work Flexibility Agreement' whereby the employee is paid an allowance of at least ten (10) percent of the employee's weekly salary system rate of pay in substitution for all overtime penalties under clause 15.3 of this Agreement.
- 15.3.2 An employee shall be entitled to overtime in accordance with clause 15.3 of this Agreement where the employee is directed to work additional hours that are in excess of the hours of work reasonably contemplated by MidCoast Water and the employee at the time the Hours of Work Flexibility Agreement was made. The hours of work reasonably contemplated by MidCoast Water and the employee shall be determined having regard to the quantum of the allowance paid.
- 15.3.3 An Hours of Work Flexibility Agreement is subject to the following conditions:
 - 15.3.3.1 MidCoast Water and the individual employee must have genuinely made the agreement without coercion or duress.
 - 15.3.3.2 The agreement between MidCoast Water and the individual employee must:
 - (i) be in writing;
 - (ii) name the parties to the agreement and be signed by MidCoast Water and the individual employee;
 - (iii) result in the employee being better off overall in comparison to the Enterprise Agreement at the time the Agreement is made than the employee would have been if no Hours of Work Flexibility Agreement had been agreed to;
 - (iv) state the date the Agreement commences to operate.
 - 15.3.4 The employee shall work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under their contract of employment, provided that the employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable. For the purposes of this subClause, what is unreasonable or otherwise will be determined having regard to:
 - 15.3.4.1 any risk to the employee;
 - 15.3.4.2 the employee's personal circumstances including any family

- and carer responsibilities;
- 15.3.4.3 the needs of the workplace;
- 15.3.4.4 the notice, if any, given by the MidCoast Water of the requirement for the employee to work additional hours and by the employee of their intention to refuse it; and
- 15.3.4.5 any other matter.
- 15.3.5 MidCoast Water may require the employee to attend MidCoast Water during core business hours and to attend meetings of MidCoast Water and standing and/or special committee meetings, provided that such requirement does not result in the employee working hours which are unreasonable.
- 15.3.6 MidCoast Water must give the individual employee a copy of the agreement and keep the original signed agreement as a time and wages record.
- 15.3.7 An Hours of Work Flexibility Agreement may be terminated:
 - 15.3.7.1 by MidCoast Water or the individual employee giving 28 days notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - 15.3.7.2 at any time, by written agreement between MidCoast Water and the individual employee.
- 15.3.8 The allowance paid under this clause shall be paid for all purposes of the Agreement but shall not attract any penalty.

15.4 Rest Period after Overtime

This Clause shall apply to all overtime.

- 15.4.1 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.
- 15.4.2 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.
- 15.4.3 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.
- 15.4.4 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.

15.5 Reimbursement of meal expenses

- 15.5.1 Other than overtime worked in accordance with Clause 15 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 MidCoast Water.

16 On Call

16.1 Availability

Participation in the "On call" is only available to appropriately qualified, permanent employees of MidCoast Water.

16.1.1 An employee required by MidCoast Water to be on call shall be continuously available and remain ready and able to work outside usual working hours.

16.1.2 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.

16.2 On Call Allowance

16.2.1 Employees required to be on call shall be rostered in seven (7) day blocks or where mutually agreed. A daily allowance will be paid as per Part 11 Schedule A Table 2.

16.2.2 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 MidCoast Water will, subject to the "on-call manager" approval of the change, only pay one "on-call" allowance per day.

16.2.3 Where an employee is required to be on call, the on call allowance shall be paid fortnightly.

16.2.4 Each on call roster may have one or more primary on call officers. The hands on role of this primary on call officer/s may include receiving alarms, receive customer calls and to coordinate normal on call activities. The primary on call officer will be a team leader or where being filled by a team member shall be paid at the rate applicable to a team leader.

16.2.5 Employees required to perform the role of primary on call officer will be paid a primary on call allowance as set out in Part 11 Schedule A Table 2. This allowance is in lieu of any claim for payment for work performed, where they are not required to attend site, outside the employee's usual ordinary hours of work and between 5.00am and 11.00pm, in their capacity as primary on call officer.

16.2.6 No primary on call officers will be appointed where an after hours duty officer is appointed a per clause 16.5

16.2.7 Extra-ordinary activities and incidents will be escalated to Coordinators, Section Leaders, Duty Officers and Group Managers as detailed in MidCoast Water's Incident Management Procedure.

16.3 Payment for Call outs – On Call

16.3.1 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.

16.3.2 The minimum time payable for each call out shall be one (1) hour at double time.

16.4 On Call on a Public Holiday

16.4.1 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.

16.5 After Hours Duty Officer

16.5.1 MidCoast Water may from time to time utilise the employees as after hours duty officers to assist in the coordination of after hours activities. This role will be on a as needs basis depending on operational needs.

16.5.2 The role of After Hours Duty Officer is where an employee is required by MidCoast Water to be available, outside the employee's usual ordinary hours, for co-ordinating service response activities after hours.

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- 16.5.3 An After Hours Duty Officer must be able to be contacted at all times when required.
- 16.5.4 After Hours Duty Officer work shall not include overtime which has been pre-arranged prior to the employee's usual finishing time.
- 16.5.5 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 Part 11 Schedule A Table 2 of this Agreement, which is in lieu of:
 - 16.5.5.1 any claim for payment for being available during the rostered period, outside of the employee's usual ordinary hours of work, and
 - 16.5.5.2 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.
- 16.5.6 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.
- 16.5.7 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

17 Rates of Pay

MidCoast Water 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

17.1 Rates of Pay are as defined in Part 11 Schedule A Table 1.

17.2 The salary structure shall consist of skills and responsibilities based on bands and grades, as defined in MidCoast Water's accepted Salary System applicable at the time.

18 Payment of Employees

18.1 Employees are paid fortnightly via electronic transfer within four (4) working days from the close of the previous pay period.

18.2 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.

19 Flexible Remuneration

19.1 MidCoast Water 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.

19.2 In addition, MidCoast Water will consider requests from employees to salary sacrifice their payments under the MidCoast Water Vehicle Lease Back Scheme.

19.3 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.

20 Superannuation

20.1 MidCoast Water 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 MidCoast Water 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.

20.2 All employees of MidCoast Water will receive an entitlement to occupational superannuation, in addition to the amounts as detailed in the Superannuation Guarantee (Administration) Act of 6%.

20.3 The additional superannuation contribution referred to in Clause 20.2 will not be absorbed by any future government increases.

21 Wage and Salary Increases

21.1 This Agreement provides for three increases, each to operate from the commencement of the first full pay period occurring after the following dates; 1 September 2015; (2.8)%; 1 September 2016 (2.8)%; 1 September 2017 (2.8)%.

22 Employee Loyalty/Attendance Bonus

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

22.1 Procedure

- 22.1.1 A permanent full time employee must have a balance equal to or greater than 570 hours of personal leave to participate in this scheme.
- 22.1.2 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)
- 22.1.3 A written application is required for all claims, to be provided within 30 days after the end of the financial year.
- 22.1.4 The payment, when requested within the required timeframe, will be made as a one-off payment following each financial year.
- 22.1.5 The amount paid to the employee for the loyalty/attendance bonus will be deducted from the employees personal leave entitlement.
- 22.1.6 If an employee wishes to Salary Sacrifice the payment, then he/she must make prior arrangements in accordance with the ATO ruling.
- 22.1.7 In the case of a part time employee the minimum balance in 22.1.1 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.

23 Accident Pay

23.1 General

- 23.1.1 "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.
- 23.1.2 Accident pay is not payable for the first 26 weeks of period of incapacity.
- 23.1.3 An employee, after a period(s) of incapacity totalling 26 weeks, in respect of a particular illness or injury arising out of, or in the course of, employment under this Agreement, shall be entitled to a further maximum of 26 weeks accident pay.
- 23.1.4 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 MidCoast Water
- 23.1.5 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 ward provisions.

23.2 Medical Examination

- 23.2.1 MidCoast Water 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 MidCoast Water. 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.

23.3 Damages or Settlement

- 23.3.1 "Third Party" in this sub-Clause shall mean a person other than MidCoast Water who is alleged to be liable for damages in respect of the injury.

23.3.2 The employee shall not be entitled to receive accident pay if the employee fails to comply with a request by MidCoast Water to provide:

23.3.2.1 An undertaking that if the employee obtains a verdict for damages against MidCoast Water in respect of any injury or is paid an amount in settlement of any claim for damages that the employee has made against MidCoast Water in respect of such injury, the employee will immediately upon receipt of payment by the employee's agent of such verdict for damages or amount in settlement of a claim therefore, repay to MidCoast Water the amount of accident pay which MidCoast Water has paid or may pay in respect of such injury and an authority for MidCoast Water alternatively to deduct the amount of the accident pay from any money owing or which may become owing from MidCoast Water to the employee under such verdict or settlement;

23.3.2.2 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 MidCoast Water the amount of accident pay which MidCoast Water has paid or may pay in respect of the injury; and

23.3.2.3 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 MidCoast Water the amount of accident pay which MidCoast Water has paid or may pay to the employee.

24 Higher Duties

24.1 Higher Duties General

Where an employee is requested by MidCoast Water 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:

24.1.1 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.

24.1.2 Where a vacant permanent position has been occupied by an employee on a higher paid acting basis for three (3) calendar months, MidCoast Water shall determine the future of the position and advertise accordingly.

24.1.3 Provided that the requirement of Clause 24.1.2 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 MidCoast Water.

24.1.4 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.

24.1.5 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:

24.1.5.1 absent on such paid leave; or

24.1.5.2 engaged on his usual work or other lower paid work for not more than an aggregate of five ordinary working days or shifts; or

24.1.5.3 engaged on other higher paid work.

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24.1.6 Payment for higher paid work shall not apply to periods of long service leave.

24.2 Higher Paid Work – Periods of Training

24.2.1 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.

24.2.2 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.

24.2.3 Provided further that such training in the particular higher paid work does not exceed in the aggregate a period of three (3) calendar months.

24.3 Higher Paid Work – Allowance

24.3.1 The allowance for higher duties are shown in Part 11 Schedule A Table 3.

25 No Extra Claims

25.1 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

26 Market Premium Payment

- 26.1 MidCoast Water may at any time identify a position or series of positions to which it wishes to pay a market premium. This will normally occur when a shortage in the market of a specific discipline or skillset occurs due to under supply or over demand. The identification of these positions shall entirely be a decision for MidCoast Water.
- 26.2 MidCoast Water may offer a premium for a fixed term over and above that identified in the salary system. This will generally be set as a percentage premium, for a set period of one to two years. The premium shall be applicable to all positions identified, both current and proposed employees until the end of that period.
- 26.3 At the end of the identified period the premium will be withdrawn and any employees shall revert back to the rates of pay identify in the salary system.

27 Attraction / Retention Payment

- 27.1 MidCoast Water may at any time identify an employee that they wish to retain or a role that they wish to offer more for and offer an additional allowance above the rate establish in the salary system.
- 27.2 This allowance may be a one-off amount or be fixed for a period of time. It is associated with an individual and will not be generally offered. Allowances made for a fixed period of time shall cease at the end of the identified period.
- 27.3 The Attraction / Retention Allowance will remain a confidential arrangement between MidCoast Water and a specific employee.

28 Accommodation and Expenses

- 28.1 Where employees are 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, MidCoast Water will pay expenses in accordance with the accommodation and expenses policy and guidelines.

29 Reimbursement of Telephone Rental and Call Charges

- 29.1 Employees that are currently receiving this benefit will continue to be reimbursed by MidCoast Water 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.
- 29.2 Reimbursement under this clause will not be available to any employees not currently receiving the benefit.

30 Allowances

30.1 SCADA / Radio Telemetry Diagnosis Dial Up

An employee on call and required to dial in to access the MidCoast Water 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 Part 11 Schedule A Table 2.

30.2 Use of Private Vehicle

- 30.2.1 Where, by agreement, MidCoast Water requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such

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employee will be paid an allowance for each kilometre of authorised travel as follows: -

- motor vehicle under 2.5 litres (normal engine capacity) — \$0.68 per kilometre; and
- 2.5 litres (normal engine capacity) and over — \$0.78 per kilometre.

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

30.3 Sustenance

All allowances shown in Part 11 Schedule A Table 2 include a provision for the preparation or provision of sustenance by the employee to have while working during on call and overtime.

31 Corporate Clothing

- 31.1 Employees may be required to wear corporate clothing provided by MidCoast Water.
- 31.2 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 MidCoast Water for the cost of repair or replacement.
- 31.3 Corporate clothing issued in accordance with this clause remains the property of MidCoast Water and shall be returned to MidCoast Water if requested or upon termination of the employee's employment.

PART 6 – LEAVE

32 Personal Leave

For service with MidCoast Water, 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 - 114 hours per year
- 11 years and beyond - 136.8 hours 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:

32.1 Sick Leave

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

- 32.1.1.1 That the illness or injury does not arise from engaging in other employment;
- 32.1.1.2 That proof of illness from a qualified medical/health practitioner shall be required to justify payment after two (2) consecutive working days' absence. However a medical certificate from a qualified medical/health practitioner shall be required for single day absences prior to or after a rostered day off or a Holiday.
- 32.1.1.3 Where required, proof of illness shall indicate the employee's inability to undertake their normal duties.
- 32.1.1.4 If a Holiday as prescribed in Clause 34 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;
- 32.1.1.5 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.

32.1.2 The employee may be required to attend a qualified medical/health practitioner nominated by MidCoast Water at the employer's cost where there is excessive or long term absence.

32.1.3 The parties to this Agreement recognise that unjustifiable absenteeism is a significant impediment to business efficiency and customer service.

32.1.3.1 Without limiting Clause 32.1.1.3, where it is considered an employee is taking excessive absences or pattern absences MidCoast Water 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.

32.1.3.2 It is the employee's responsibility to notify MidCoast Water 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.

32.1.4 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, provided this sub-clause shall not apply to continuous periods of annual leave of more than 12 weeks, and continuous periods of long service leave of more than 12 weeks. 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.

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- 32.1.5 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.
- 32.1.6 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 MidCoast Water from that compensation any amounts paid for leave, and MidCoast Water will recredit the paid sick leave balance to the employee.
- 32.1.7 In the event of termination of service of an employee on account of ill health, and MidCoast Water 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.
- 32.1.8 Upon the death of an employee MidCoast Water 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.
- 32.1.9 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.

32.2 Carers Leave

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

- 32.2.1 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.
- 32.2.2 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.
- 32.2.3 An employee must, if required by MidCoast Water, 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.
- 32.2.4 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.
 - 32.2.4.1 Where more than 2 weeks sick leave in any year of service is sought to be used for caring purposes, MidCoast Water shall require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of the illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available.
- 32.2.5 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.

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- 32.2.6 An employee shall, whenever practical, give MidCoast Water 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 MidCoast Water by telephone of such absence at the first opportunity on the day of absence.
- 32.2.7 An employee may, with the consent of MidCoast Water, 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.

32.3 Bereavement Leave

Subject to this clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence to the employer of such, the employee shall be entitled to bereavement leave as follows:

32.3.1 Immediate Family:

- two days paid leave; and
- an additional two days paid from the employees Personal Leave; or

32.3.2 Extended Family:

- up to two days paid bereavement leave upon the death of a member of the employee's extended family;

32.3.3 For the purposes of this clause, immediate family shall mean the following:

- a spouse or de facto partner of the employee;
- a child of the employee;
- a parent of the employee;
- a sibling of the employee;
- a grandchild of the employee;
- a child of the spouse or de facto partner of the employee;
- a parent of the spouse or de facto partner of the employee;
- a sibling of the spouse or de facto partner of the employee; or
- a grandchild of the spouse or de facto partner of the employee; or
- a member of the employee's extended family living in the same domestic dwelling as the employee.

32.3.4 For the purposes of this clause, extended family shall mean the following:

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

33 Parental Leave

Relationship with federal legislation - Clauses 33, 33.1, 33.2 and 33.3 of this Agreement shall apply in addition to:

- (i) 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
- (ii) 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

33.1 Requests for Flexible Working Arrangements

Chapter 2, Part 2-2, Division 4, Requests for Flexible Working Arrangements of the Fair Work Act 2009, shall apply.

33.2 Paid Parental Leave

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.

33.3 Concurrent Parental Leave

An employee, other than a casual, who is a supporting parent shall be entitled to up to two weeks paid concurrent parental leave from their accrued personal leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with the employer immediately prior to the commencement of their concurrent parental leave.

33.4 Other Parental Leave

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

33.5 Pre-adoption Leave

33.5.1 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.

33.5.2 An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:

33.5.2.1 single continuous period of up to two (2) days; or

33.5.2.2 any separate periods to which the employee and MidCoast Water agree.

33.6 Adoption Leave

33.6.1 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.

33.6.2 Paid adoption leave must not extend beyond four (4) weeks of the date of placement of the child.

34 Holidays

34.1 Public Holidays

Public Holidays are observed on the following gazetted Public Holidays:

- 34.1.1 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 MidCoast Water's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- 34.1.2 In addition to the days in Clause 34.1.1 MidCoast Water employees who are Aboriginal or Torres Strait Islanders are entitled to one (1) day during NAIDOC week each year.
- 34.1.3 Employees are entitled to a public holiday only if the holiday falls on a day ordinarily worked by the employee.

34.2 Additional Holiday and Locally Proclaimed Holidays

- 34.2.1 Employees are entitled to an additional holiday each year, to be taken on a day decided in consultation with the Consultative Committee.
- 34.2.2 To ensure customer service levels and business efficiency are maintained, a nominal number of employees will be required to work on the additional holiday and locally proclaimed holidays.
- 34.2.3 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.
- 34.2.4 This arrangement will occur in consultation between MidCoast Water and employees.

34.3 Work on a Public Holiday

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

35 Annual Leave

35.1 Annual leave

- 35.1.1 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 35.1.2 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.

- 35.1.2 MidCoast Water may, by mutual agreement, require an employee to take annual leave by giving at least four (4) weeks prior notification in the following circumstances:

- 35.1.2.1 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 35.1.1 of this Clause.

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- 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, MidCoast Water 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.
- MidCoast Water 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.

35.1.3 Payment to an employee proceeding on annual leave shall be made by MidCoast Water 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.

35.1.4 On resignation or termination of employment, MidCoast Water 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.

35.2 Annual leave at Half and Double Pay

The parties consent to employees, at the election of the employee and with the consent of MidCoast Water, taking annual leave at full, half, and double pay, subject to the necessary legislative changes occurring. The parties agree to give effect to the changes in legislation which reflect the intent of the parties.

35.3 Excess Annual Leave

35.3.1 The parties agree that annual leave is to be taken within 24 months of being credited unless otherwise agreed between employee(s) and MidCoast Water. 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.

35.4 48/52 Schedule

35.4.1 Entitlement and arrangements

35.4.1.1 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.

35.4.1.2 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.

35.4.2 Annual leave

35.4.2.1 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.

35.4.2.2 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.

35.4.2.3 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.

35.4.3 Long service leave / sick leave

35.4.3.1 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.

35.4.4 When leave may be taken

35.4.4.1 The eight (8) weeks leave must be taken within its agreed 12 month period.

35.4.4.2 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.

35.4.5 Termination of employment

35.4.5.1 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.

35.4.6 Reallocation of workloads

35.4.6.1 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.

35.4.7 Superannuation

35.4.7.1 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.

36 Long Service Leave

36.1 An employee of MidCoast Water 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

36.2 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.

36.3 Subject to Clause 32.1 an employee who has completed at least five years but less than ten years service with MidCoast Water 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.

36.4 An employee who has completed more than five years service with MidCoast Water 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

36.5 Long service leave shall be taken at a time mutually convenient to MidCoast Water and the employee in minimum periods of one week.

36.6 Payment to an employee for long service leave shall be made by MidCoast Water 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.

36.7 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 MidCoast Water as service at the time leave was taken.

36.8 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 34, Holidays of this agreement, occurring during the taking of any period of long service leave.

36.9 Upon the death of an employee, MidCoast Water 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.

36.10 Where an employee's service is terminated due to a shortage of work or budgetary constraints, or through illness certified by a duly qualified medical practitioner, and such employee is re-employed by MidCoast Water within 12 months of termination of service, prior service shall be counted for the purpose of this Clause.

36.11 On request and at the General Manager's discretion, long service leave may be granted at half or double pay to an employee.

36.12 Long Service Leave at Half and Double Pay:

36.12.1 An employee who is entitled to long service leave may, with the consent of MidCoast Water, take long service leave:

36.12.1.1 on full pay; or

36.12.1.2 on half pay; or

36.12.1.3 on double pay.

36.12.2 When an employee takes long service leave, the leave entitlements will be deducted on the following basis:

36.12.2.1 a period of leave on full pay - the number of days so taken; or

36.12.2.2 a period of leave on half pay - half the number of days so taken; or

36.12.2.3 a period of leave on double pay - twice the number of days so taken.

36.12.3 When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:

36.12.3.1 a period of leave of full pay - the number of days so taken; or

36.12.3.2 a period of leave of half pay - half the number of days so taken; or

36.12.3.3 a period of leave on double pay - the number of days so taken.

36.12.4 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.

37 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

38 Work/Life Balance

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

MidCoast Water 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:

38.1 Job Share

38.1.1 MidCoast Water will consider job-sharing arrangements in accordance with MidCoast Water's job-sharing policy.

38.2 Cultural & Ceremonial Leave

38.2.1 MidCoast Water 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.

38.3 Child Care Expenses Out Of Hours

MidCoast Water 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.

38.3.1 If the employee is required to attend training or meetings outside of the spread of hours at the initiative of MidCoast Water, 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.

38.4 Leave without Pay

38.4.1 At the General Manager's discretion, leave without pay may be granted to an employee.

38.4.2 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.

38.4.3 Approved leave without pay does not break the continuity of an employee's service.

38.5 Jury Service

38.5.1 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.

38.5.2 Proof of attendance at jury service and any payment received must be provided by the employee.

38.6 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:

38.6.1 Payment shall be the difference between ordinary rates for time lost and any payment received from the Repatriation Department.

38.6.2 The employee produces satisfactory evidence of attendance.

38.7 Inability to attend for work due to Natural Disaster

38.7.1 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.

38.8 Healthy Lifestyle

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

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

38.8.1 Reimbursement for annual medical check-up

MidCoast Water will reimburse employees up 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.

38.8.2 Reimbursement of healthy lifestyle related expenses

MidCoast Water 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 MidCoast Water to be health enhancing.

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

38.8.3 In-House health programmes

MidCoast Water 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 being undertaken by employees.

38.9 Phased Retirement

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

38.9.2 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.

38.9.3 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 MidCoast Water or the employee.

PART 8 – STAFF DEVELOPMENT

39 Staff Development and Performance

39.1 The MidCoast Water Staff Development and Performance Review System, applicable at the time, provides for a performance review at least annually, 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.

40 Learning and Development

40.1 MidCoast Water is committed to providing all employees with a range of learning opportunities relevant to MidCoast Water's activities. These opportunities will reflect the future strategic directions of MidCoast Water 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 MidCoast Water 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.

MidCoast Water 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.

40.2 MidCoast Water will reimburse to an employee the reasonable cost of the fee payable by the employee for membership of one professional organisation provided:

- the fee is required to be paid by the employee no less than annually;
- the membership is relevant to qualifications held by the employee and skills required to be used in the position held by the employee;
- the employee provides proof of payment of the fee to MidCoast Water within 2 months of making the payment;

41 Employee Rotation

41.1 General

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

41.1.1 Job rotation is seen as an opportunity:

- for employees to enhance their career prospects by broadening their work experience and gaining new skills;
- for MidCoast Water 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

41.2 Principles

41.2.1 Rotations will be determined on the basis of:

- balanced consideration of work program priorities;

- appropriate and relevant training being provided;
- mutually beneficial outcomes for MidCoast Water and the employee.

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

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

41.3 Administration

41.3.1 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.

42 Flexible Workforce

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

42.2 MidCoast Water and an employee may agree on flexible work and leave arrangements provided customer service and operational needs are met.

42.3 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.

42.4 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.

43 Appointments and Promotion

43.1 Appointments and promotion shall be subject to the following conditions:

43.1.1 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 MidCoast Water.

43.1.2 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.

43.1.3 The employee undertaking employer endorsed training as required relative to the position.

43.1.4 Clause 43.1.1 and 43.1.2 above need not apply to an appointment made by MidCoast Water by way of demotion or lateral transfer of an existing employee.

43.1.5 MidCoast Water 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.

44 Disciplinary and Counselling Procedure

- 44.1 An employee, whose work performance or conduct is unsatisfactory or does not meet MidCoast Water's code of conduct or written operational standards of MidCoast Water, shall be counselled as to the nature of the unsatisfactory performance or conduct and the required standard to be achieved.
- 44.2 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.
- 44.3 The employee shall be given the opportunity to explain their conduct or performance with such responses being taken into consideration before a decision is made regarding any disciplinary proceedings.
- 44.4 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.
- 44.5 If the agreed standard is not met, the employee will be counselled and may be 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.
- 44.6 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.
- 44.7 During the procedures above an employee shall:
 - 44.7.1 have access to their personal file and may take notes and/or obtain copies of the contents of the file; and
 - 44.7.2 be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse; and
 - 44.7.3 be entitled to request MidCoast Water 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
 - 44.7.4 be entitled to request the presence and/or involvement of a representative at any stage.
- 44.8 MidCoast Water has the right to take disciplinary action, including termination of employment, at any time in cases of serious misconduct.
- 44.9 Employee representative 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

45 Termination of Employment

- 45.1 An employee shall give MidCoast Water a minimum notice of their intention to terminate their employment in accordance Clause 45.4. If no such notice is provided, MidCoast Water shall be entitled to deduct pay equivalent to the required notice from any accrued leave entitlement payable under this agreement.
- 45.2 MidCoast Water and an employee may agree to a shorter period of notice for the purpose of this Clause, in special circumstances.
- 45.3 In cases of serious misconduct, MidCoast Water may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, Clause 45.4 shall not apply
- 45.4 MidCoast Water shall give 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 one (1) weeks' notice shall be given to an employee who has completed at least 2 years service and is over 45 years of age.

- 45.5 The provision of this Clause shall be read subject to the provisions of Clause 46 (workplace change and redundancy) of this agreement.

46 Workplace Change and Redundancy

46.1 Workplace Change & Consultation

- 46.1.1 MidCoast Water seeks to continually improve its work processes and where possible to adopt the best practice in terms of efficiency and productivity in all work areas. MidCoast Water and the parties both commit to supporting and contributing positively to the process of workplace change and improvement and agree not to unduly delay or frustrate the process described within this clause.
- 46.1.2 Consultation with employees is an important part of workplace change and improvement and is seen as a process of seeking information, exchanging views and information, and taking the views and information into consideration.

46.2 Employer to Consult

- 46.2.1 Prior to MidCoast Water making a final decision to introduce changes in production, program, organisation, structure, technology or policies that are likely to have a significant effect on employees, MidCoast Water will notify the employees and their representatives, who may be affected by the proposed changes.
- 46.2.2 Employees that may be impacted on or by the proposals for change will be consulted and may, along with their representatives, be given the opportunity to be able to provide input on how any changes may be implemented.
- 46.2.3 Effects include, but not limited to, termination of employment; significant changes in the composition, operation or size of the employer'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 including; the need for retraining or transfer of employees to other work locations; and the restructuring of jobs.

46.3 Employer to discuss change

46.3.1 MidCoast Water will consult with the employees affected in regards to the introduction of the changes, the effects the changes are likely to have on the employees and measures to avert or mitigate the adverse effects of such changes on the employees. MidCoast Water will consider the matters raised by the employees, and their representatives, in relation to the changes.

46.4 Introduction of Change

46.4.1 Where a change has been determined by MidCoast Water, following consultation MidCoast Water will advise the effected employees and their representatives, that change is to take place and the timeframe and effects of that change.

46.4.2 Where a dispute is raised by the effected employee or their representatives, within 7 days of this advice, a further period of 21 days, will apply prior to the implementation of that change.

46.5 Discussion before Termination

46.5.1 Where MidCoast Water has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to Clauses 46.1, 46.2, 46.3, 46.4 and that decision may lead to the termination of employment, MidCoast Water shall hold discussions with the employee directly affected and their representatives.

46.5.2 The discussion shall take place as soon as it is practicable after MidCoast Water has made a definite decision which shall invoke the provision of Clause 46.5.1 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.

46.5.3 For the purposes of the discussion, MidCoast Water 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 MidCoast Water shall not be required to disclose confidential information, the disclosure of which would adversely affect MidCoast Water.

46.6 Notice to Centrelink

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

46.7 Notice of Termination

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

46.8 Severance Pay

46.8.1 This subClause shall apply where an employee is terminated due to redundancy. MidCoast Water shall be exempt from the operation of this subClause where the employee concerned has been offered, but has refused to accept, an alternative position within MidCoast Water's organisational structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

46.8.2 In addition to any required period of notice, and subject to Clause 46.8.5, the employee shall be entitled to the following;

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COMPLETED YEARS OF SERVICE WITH MidCoast Water	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

- 46.8.3 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 MidCoast Water's employment until the expiry of the notice period.
- 46.8.4 During a period of notice of termination given by MidCoast Water, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by MidCoast Water the employee shall provide proof of attendance at an interview.
- 46.8.5 An employee made redundant by MidCoast Water shall be entitled to a job search allowance of up to \$2500. 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 MidCoast Water or until the employee secures alternative employment, whichever is the sooner.
- 46.8.6 If the employee agrees to be redeployed by MidCoast Water into a lower paid position, the employee's existing salary and conditions shall be maintained in accordance with Clause 46.9. 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.
- 46.8.7 MidCoast Water 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.
- 46.8.8 MidCoast Water shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- 46.8.9 In the event that MidCoast Water determines that a position is redundant, MidCoast Water where practicable, shall firstly offer such redundancy on a voluntary basis.
- 46.8.10 Subject to an application by MidCoast Water and further order of the Industrial Relations Commission of New South Wales, MidCoast Water may pay a lesser amount (or no amount) of severance pay than that contained in Clause 42.5 above if MidCoast Water obtains acceptable alternative employment for an employee.

46.9 Employee Redeployment

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

PART 10 – OBLIGATIONS

47 Work Health and Safety

47.1 MidCoast Water 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.

47.2 MidCoast Water employees shall act in accordance with the above requirements at all times.

48 Employee's Indemnity

48.1 MidCoast Water 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 MidCoast Water work carried out with due diligence by the employee.

49 Confidential Information

49.1 Except so far as it is required for the proper performance of the employee's duties under this agreement, or as authorised by MidCoast Water 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 MidCoast Water. The employee must use their best endeavours to prevent disclosure, publication or unauthorised use of such confidential information.

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

49.2.1 any confidential information concerning any customer, contractor or employee of MidCoast Water; and

49.2.2 any confidential information relating to MidCoast Water'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.

50 Intellectual Property

50.1 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 MidCoast Water. MidCoast Water shall, unless otherwise agreed, have the exclusive right to use, adapt, patent and otherwise register it.

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

50.3 The employee hereby assigns to MidCoast Water 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.

50.4 The employee agrees that he/she will, at the request and expense of MidCoast Water 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 MidCoast Water the full benefit of all patent, trademark, copyright, and other forms of protection throughout the world.

51 Breach of Agreement

51.1 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).

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

52 Employee Performance & Development

- 52.1 MidCoast Water recognises the value and significance of ensuring all employees have a clear focus and clarity in terms of performance expectations. We are also committed to the ongoing development of core capabilities within the organisation and to supporting and providing career development opportunities for our employees. 52.2 To support these objectives a new Individual Delivery Planning process, aligned to our organisational business planning processes, will be developed and introduced during 2015 following consultation with the Parties and with our employees.
- 52.3 Further, a new Personal Development Planning process will also be introduced to assist employees in establishing and undertaking structured development activities that align with both the Capability Framework and the Salary System.
- 52.4 The successful completion of approved and endorsed development activities under the Personal Development Planning process will act as the primary input to the annual salary review process from 2016, helping to ensure that employees are recognised for their increased capacity to contribute to the organisation's success.

53 Employee Performance & Development Transitional Arrangements

- 53.1 The parties recognise that the Employee Performance and Development arrangement detailed in Clause 52 will take a period of time to implement and the performance and development arrangements from the MidCoast County Council Enterprise Award 2012 will remain in place during this time.
- 53.2 MidCoast Water will develop the Employee Performance and Development arrangements prior to December 2015 in consultation with and subject to agreement of the parties.
- 53.3 The new arrangements will operate from 1 September 2017, based on criteria agreed with employees by 1 September 2016.

MIDCOAST COUNTY COUNCIL ENTERPRISE AGREEMENT 2015

PART 11 – SCHEDULES

Schedule A - Wage and Salary Tables effective 1 September 2015

Table 1 – Weekly Wage Rates from 1 September 2015

Grade A	Entry		Step 1		Step 2		Step 3		Step 4		
	Weekly	\$ Hourly	Weekly	\$ Hourly	Weekly	\$ Hourly	Weekly	\$ Hourly	Hourly	\$ Weekly	
26	2,841.80	74.7843	2,983.87	78.5230	3,133.04	82.4483	3,289.70	86.5711	3,454.18	90.8995	Band 5 Executive
25	2,706.52	71.2242	2,841.80	74.7843	2,983.87	78.5230	3,133.04	82.4483	3,289.70	86.5711	
24	2,577.61	67.8318	2,706.52	71.2242	2,841.80	74.7843	2,983.87	78.5230	3,133.04	82.4483	
23	2,454.86	64.6017	2,577.61	67.8318	2,706.52	71.2242	2,841.80	74.7843	2,983.87	78.5230	
22	2,337.98	61.5258	2,454.86	64.6017	2,577.61	67.8318	2,706.52	71.2242	2,841.80	74.7843	
21	2,226.65	58.5960	2,337.98	61.5258	2,454.86	64.6017	2,577.61	67.8318	2,706.52	71.2242	Band 4 Experienced Professionals & Specialists
20	2,120.66	55.8069	2,226.65	58.5960	2,337.98	61.5258	2,454.86	64.6017	2,577.61	67.8318	
19	2,019.71	53.1503	2,120.66	55.8069	2,226.65	58.5960	2,337.98	61.5258	2,454.86	64.6017	
18	1,923.49	50.6182	2,019.71	53.1503	2,120.66	55.8069	2,226.65	58.5960	2,337.98	61.5258	
17	1,831.90	48.2078	1,923.49	50.6182	2,019.71	53.1503	2,120.66	55.8069	2,226.65	58.5960	
16	1,744.62	45.9110	1,831.90	48.2078	1,923.49	50.6182	2,019.71	53.1503	2,120.66	55.8069	Band 3 Advanced Technical, Semi- professional, & Graduates
15	1,661.56	43.7252	1,744.62	45.9110	1,831.90	48.2078	1,923.49	50.6182	2,019.71	53.1503	
14	1,582.40	41.6421	1,661.56	43.7252	1,744.62	45.9110	1,831.90	48.2078	1,923.49	50.6182	
13	1,507.05	39.6592	1,582.40	41.6421	1,661.56	43.7252	1,744.62	45.9110	1,831.90	48.2078	
12	1,435.29	37.7709	1,507.05	39.6592	1,582.40	41.6421	1,661.56	43.7252	1,744.62	45.9110	
11	1,366.93	35.9719	1,435.29	37.7709	1,507.05	39.6592	1,582.40	41.6421	1,661.56	43.7252	Band 2 Operational, Administration, Technical & Trades
10	1,301.86	34.2595	1,366.93	35.9719	1,435.29	37.7709	1,507.05	39.6592	1,582.40	41.6421	
9	1,239.87	32.6282	1,301.86	34.2595	1,366.93	35.9719	1,435.29	37.7709	1,507.05	39.6592	
8	1,180.86	31.0754	1,239.87	32.6282	1,301.86	34.2595	1,366.93	35.9719	1,435.29	37.7709	
7	1,124.63	29.5956	1,180.86	31.0754	1,239.87	32.6282	1,301.86	34.2595	1,366.93	35.9719	
6	1,071.07	28.1861	1,124.63	29.5956	1,180.86	31.0754	1,239.87	32.6282	1,301.86	34.2595	Band 1 Trainee & Apprentices
5	1,020.08	26.8443	1,071.07	28.1861	1,124.63	29.5956	1,180.86	31.0754	1,239.87	32.6282	
4	743.04	19.5536	780.15	20.5302	819.11	21.5555	860.02	22.6322	903.00	23.7630	
3	707.68	18.6230	743.04	19.5536	780.15	20.5302	819.11	21.5555	860.02	22.6322	
2	673.96	17.7357	707.68	18.6230	743.04	19.5536	780.15	20.5302	819.11	21.5555	
1	641.88	16.8917	673.96	17.7357	707.68	18.6230	743.04	19.5536	780.15	20.5302	

Notes:

1) Band 1 – Trainees & Apprentices

Progression will be by annual increment through grades 1 to 4

Step 0 – Ages 15 – 17

Step 1 – Ages 18-21 (or HSC completed)

Step 2 – Ages 22-25 or 2-4 years job related experience

Step 3 – Ages 26-29 or 5-8 years Job related experience

Step 4 - Age 30 & over or greater than 9 years Job related experience

MIDCOAST COUNTY COUNCIL ENTERPRISE AGREEMENT 2015

Table 2 – Allowances from 1 September 2015

On Call Allowances

- On Call (daily) \$36.36
- SCADA / Radio Telemetry Diagnosis (On call daily) \$48.29

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

Coordination Allowances

- Primary On Call Officer (daily where utilised) \$20.00
- After Hours Duty Officer Daily (daily where utilised) \$87.38
- After Hours Duty Officer Weekend/PH (daily where utilised) \$228.00

Table 3 – Higher Duties Allowances from 1 September 2015

	Acting in Higher role of	Allowance per week
1	General Manager	\$300
2	Executive Manager	\$250
3	Group Manager	\$200
4	Section Leader / Coordinator	\$100
5	Team Leader	\$75

MIDCOAST COUNTY COUNCIL ENTERPRISE AGREEMENT 2015

Weekly Wage Rates from 1 September 2016

Grade A	Entry	\$	Step 1	\$	Step 2	\$	Step 3	\$	Step 4	\$ Weekly	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Hourly		
26	2,921.37	76.8783	3,067.42	80.7216	3,220.76	84.7569	3,381.81	88.9951	3,550.90	93.4447	Band 5 Executive
25	2,782.30	73.2184	2,921.37	76.8783	3,067.42	80.7216	3,220.76	84.7569	3,381.81	88.9951	
24	2,649.78	69.7311	2,782.30	73.2184	2,921.37	76.8783	3,067.42	80.7216	3,220.76	84.7569	
23	2,523.60	66.4105	2,649.78	69.7311	2,782.30	73.2184	2,921.37	76.8783	3,067.42	80.7216	
22	2,403.44	63.2485	2,523.60	66.4105	2,649.78	69.7311	2,782.30	73.2184	2,921.37	76.8783	
21	2,288.99	60.2367	2,403.44	63.2485	2,523.60	66.4105	2,649.78	69.7311	2,782.30	73.2184	Band 4 Experienced Professionals & Specialists
20	2,180.04	57.3695	2,288.99	60.2367	2,403.44	63.2485	2,523.60	66.4105	2,649.78	69.7311	
19	2,076.26	54.6385	2,180.04	57.3695	2,288.99	60.2367	2,403.44	63.2485	2,523.60	66.4105	
18	1,977.35	52.0355	2,076.26	54.6385	2,180.04	57.3695	2,288.99	60.2367	2,403.44	63.2485	
17	1,883.19	49.5576	1,977.35	52.0355	2,076.26	54.6385	2,180.04	57.3695	2,288.99	60.2367	
16	1,793.47	47.1965	1,883.19	49.5576	1,977.35	52.0355	2,076.26	54.6385	2,180.04	57.3695	Band 3 Advanced Technical, Semi- professional, & Graduates
15	1,708.08	44.9495	1,793.47	47.1965	1,883.19	49.5576	1,977.35	52.0355	2,076.26	54.6385	
14	1,626.71	42.8081	1,708.08	44.9495	1,793.47	47.1965	1,883.19	49.5576	1,977.35	52.0355	
13	1,549.25	40.7696	1,626.71	42.8081	1,708.08	44.9495	1,793.47	47.1965	1,883.19	49.5576	
12	1,475.48	38.8285	1,549.25	40.7696	1,626.71	42.8081	1,708.08	44.9495	1,793.47	47.1965	
11	1,405.21	36.9791	1,475.48	38.8285	1,549.25	40.7696	1,626.71	42.8081	1,708.08	44.9495	Band 2 Operational, Administration, Technical & Trades
10	1,338.31	35.2187	1,405.21	36.9791	1,475.48	38.8285	1,549.25	40.7696	1,626.71	42.8081	
9	1,274.59	33.5418	1,338.31	35.2187	1,405.21	36.9791	1,475.48	38.8285	1,549.25	40.7696	
8	1,213.93	31.9455	1,274.59	33.5418	1,338.31	35.2187	1,405.21	36.9791	1,475.48	38.8285	
7	1,156.12	30.4243	1,213.93	31.9455	1,274.59	33.5418	1,338.31	35.2187	1,405.21	36.9791	
6	1,101.06	28.9753	1,156.12	30.4243	1,213.93	31.9455	1,274.59	33.5418	1,338.31	35.2187	Band 1 Trainee & Apprentices
5	1,048.65	27.5960	1,101.06	28.9753	1,156.12	30.4243	1,213.93	31.9455	1,274.59	33.5418	
4	763.84	20.1011	801.99	21.1051	842.05	22.1591	884.11	23.2659	928.28	24.4284	
3	727.49	19.1445	763.84	20.1011	801.99	21.1051	842.05	22.1591	884.11	23.2659	
2	692.83	18.2323	727.49	19.1445	763.84	20.1011	801.99	21.1051	842.05	22.1591	
1	659.86	17.3646	692.83	18.2323	727.49	19.1445	763.84	20.1011	801.99	21.1051	

Notes:

1) Band 1 – Trainees & Apprentices

Progression will be by annual increment through grades 1 to 4

Step 0 – Ages 15 – 17

Step 1 – Ages 18-21 (or HSC completed)

Step 2 – Ages 22-25 or 2-4 years job related experience

Step 3 – Ages 26-29 or 5-8 years Job related experience

Step 4 - Age 30 & over or greater than 9 years Job related experience

MIDCOAST COUNTY COUNCIL ENTERPRISE AGREEMENT 2015

Table 2 – Allowances from 1 September 2016

On Call Allowances

- On Call (daily) \$37.38
- SCADA / Radio Telemetry Diagnosis (On call daily) \$49.64

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

Coordination Allowances

- Primary On Call Officer (daily where utilised) \$20.00
- After Hours Duty Officer Daily (daily where utilised) \$89.83
- After Hours Duty Officer Weekend/PH (daily where utilised) \$234.38

Table 3 – Higher Duties Allowances from 1 September 2016

	Acting in Higher role of	Allowance per week
1	General Manager	\$300
2	Executive Manager	\$250
3	Group Manager	\$200
4	Section Leader / Coordinator	\$100
5	Team Leader	\$75

MIDCOAST COUNTY COUNCIL ENTERPRISE AGREEMENT 2015

Weekly Wage Rates from 1 September 2017

Grade A	Entry Weekly	\$ Hourly	Step 1 Weekly	\$ Hourly	Step 2 Weekly	\$ Hourly	Step 3 Weekly	\$ Hourly	Step 4 Hourly	\$ Weekly	
26	3,003.17	79.0308	3,153.31	82.9818	3,310.94	87.1300	3,476.51	91.4870	3,650.33	96.0612	Band 5 Executive
25	2,860.21	75.2686	3,003.17	79.0308	3,153.31	82.9818	3,310.94	87.1300	3,476.51	91.4870	
24	2,723.97	71.6835	2,860.21	75.2686	3,003.17	79.0308	3,153.31	82.9818	3,310.94	87.1300	
23	2,594.26	68.2700	2,723.97	71.6835	2,860.21	75.2686	3,003.17	79.0308	3,153.31	82.9818	
22	2,470.74	65.0195	2,594.26	68.2700	2,723.97	71.6835	2,860.21	75.2686	3,003.17	79.0308	
21	2,353.09	61.9233	2,470.74	65.0195	2,594.26	68.2700	2,723.97	71.6835	2,860.21	75.2686	Band 4 Experienced Professionals & Specialists
20	2,241.08	58.9758	2,353.09	61.9233	2,470.74	65.0195	2,594.26	68.2700	2,723.97	71.6835	
19	2,134.40	56.1684	2,241.08	58.9758	2,353.09	61.9233	2,470.74	65.0195	2,594.26	68.2700	
18	2,032.71	53.4925	2,134.40	56.1684	2,241.08	58.9758	2,353.09	61.9233	2,470.74	65.0195	
17	1,935.92	50.9452	2,032.71	53.4925	2,134.40	56.1684	2,241.08	58.9758	2,353.09	61.9233	
16	1,843.69	48.5180	1,935.92	50.9452	2,032.71	53.4925	2,134.40	56.1684	2,241.08	58.9758	Band 3 Advanced Technical, Semi- professional, & Graduates
15	1,755.91	46.2081	1,843.69	48.5180	1,935.92	50.9452	2,032.71	53.4925	2,134.40	56.1684	
14	1,672.26	44.0067	1,755.91	46.2081	1,843.69	48.5180	1,935.92	50.9452	2,032.71	53.4925	
13	1,592.62	41.9112	1,672.26	44.0067	1,755.91	46.2081	1,843.69	48.5180	1,935.92	50.9452	
12	1,516.80	39.9157	1,592.62	41.9112	1,672.26	44.0067	1,755.91	46.2081	1,843.69	48.5180	
11	1,444.55	38.0145	1,516.80	39.9157	1,592.62	41.9112	1,672.26	44.0067	1,755.91	46.2081	Band 2 Operational, Administration, Technical & Trades
10	1,375.78	36.2048	1,444.55	38.0145	1,516.80	39.9157	1,592.62	41.9112	1,672.26	44.0067	
9	1,310.28	34.4809	1,375.78	36.2048	1,444.55	38.0145	1,516.80	39.9157	1,592.62	41.9112	
8	1,247.92	32.8399	1,310.28	34.4809	1,375.78	36.2048	1,444.55	38.0145	1,516.80	39.9157	
7	1,188.49	31.2761	1,247.92	32.8399	1,310.28	34.4809	1,375.78	36.2048	1,444.55	38.0145	
6	1,131.89	29.7867	1,188.49	31.2761	1,247.92	32.8399	1,310.28	34.4809	1,375.78	36.2048	Band 1 Trainee & Apprentices
5	1,078.01	28.3687	1,131.89	29.7867	1,188.49	31.2761	1,247.92	32.8399	1,310.28	34.4809	
4	785.23	20.6639	824.45	21.6960	865.62	22.7795	908.86	23.9174	954.27	25.1124	
3	747.86	19.6805	785.23	20.6640	824.45	21.6960	865.62	22.7795	908.86	23.9174	
2	712.23	18.7428	747.86	19.6805	785.23	20.6640	824.45	21.6960	865.62	22.7795	
1	678.33	17.8508	712.23	18.7428	747.86	19.6805	785.23	20.6640	824.45	21.6960	

Notes:

1) Band 1 – Trainees & Apprentices

Progression will be by annual increment through grades 1 to 4

Step 0 – Ages 15 – 17

Step 1 – Ages 18-21 (or HSC completed)

Step 2 – Ages 22-25 or 2-4 years job related experience

Step 3 – Ages 26-29 or 5-8 years Job related experience

Step 4 - Age 30 & over or greater than 9 years Job related experience

MIDCOAST COUNTY COUNCIL ENTERPRISE AGREEMENT 2015

Table 2 – Allowances from 1 September 2017

On Call Allowances

- On Call (daily) \$38.43
- SCADA / Radio Telemetry Diagnosis \$51.03
(On call daily)

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

Coordination Allowances

- Primary On Call Officer (daily where utilised) \$20.00
- After Hours Duty Officer Daily (daily where utilised) \$92.35
- After Hours Duty Officer Weekend/PH (daily where utilised) \$240.95

Table 3 – Higher Duties Allowances from 1 September 2017

	Acting in Higher role of	Allowance per week
1	General Manager	\$300
2	Executive Manager	\$250
3	Group Manager	\$200
4	Section Leader / Coordinator	\$100
5	Team Leader	\$75

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:
 - C1.1 An employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - C1.2 The employee and his or her supervisor meeting and conferring on the matter within two days of receipt of the written grievance; and
 - C1.3 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, 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, another person to act on behalf of the party in relation to the mediation process; and
- C6 agree that during this procedure and while the matter is in the course of consideration, negotiation, conciliation and/or arbitration;
 - C6.1 the work practices existing prior to the dispute shall as far as practicable proceed as normal 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.
- C8 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- C9 At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the employer represented by the Association.
- C10 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- C11 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

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 MidCoast Water 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 MidCoast Water 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 MidCoast Water 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 MidCoast Water that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, MidCoast Water 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 MidCoast Water, 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, MidCoast Water 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 arrangements are agreed between MidCoast Water and the employee.

MIDCOAST COUNTY COUNCIL ENTERPRISE AGREEMENT 2015

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.

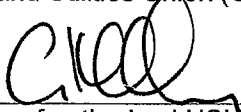
Schedule E – Union Training and Conference Leave Policy

- E1 The aim of this policy is to provide training and allow for MidCoast Water 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 MidCoast Water's Union members.
- E3 **Trade Union Training Leave**
MidCoast Water 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 MidCoast Water's operational requirements are met and the Union notifies MidCoast Water 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.

MIDCOAST COUNTY COUNCIL ENTERPRISE AGREEMENT 2015

SIGNATORIES

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: 25 / 8 / 15

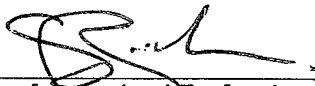
CRAIGIE KELLY

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 (Professionals Australia):



Signature of authorised Professionals Australia Official

Date: 17 / 8 / 15

GORDON BRACK

Name of authorised Professionals Australia Official

DIRECTOR NSW

Position of authorised Professionals Australia

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

Signature of authorised ETU Official

Date: / /

Name of authorised ETU Official

Position of authorised ETU Official

Signed for and on behalf of the MidCoast County Council:



Signature of MidCoast Water Acting General Manager

Date: 13 / 8 / 2015

Darryl Hancock

Name of MidCoast Water Acting General Manager

MIDCOAST COUNTY COUNCIL ENTERPRISE AGREEMENT 2015

SIGNATORIES

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: ____ / ____ / ____

Name of authorised USU Official

Position of authorised USU Official

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

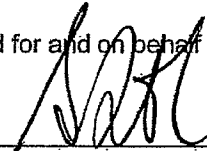
Signature of authorised Professionals Australia Official

Date: ____ / ____ / ____

Name of authorised Professionals Australia Official

Position of authorised Professionals Australia

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



Signature of authorised ETU Official

Date: 24 / 08 / 2015

STEVE BURZEN

Name of authorised ETU Official

Secretary

Position of authorised ETU Official

Signed for and on behalf of the MidCoast County Council:

Signature of MidCoast Water Acting General Manager

Date: ____ / ____ / ____

Name of MidCoast Water Acting General Manager