

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA22/04

TITLE: Midcoast Council Water Services Enterprise Agreement 2022

CASE NO: 2022/260627

DATE APPROVED / COMMENCED: 14 September 2022 / 24 May 2022

TERM: 36 months

NEW AGREEMENT OR VARIATION: Replaces EA20/03

GAZETTAL REFERENCE: 4 November 2022

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COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all employees (excluding the General Manager and Senior Staff) employed by the MidCoast Council, who were covered by the MidCoast County Council Enterprise Agreement 2019 immediately prior to the commencement of this Agreement, who fall within the coverage of the Local Government (State) Award 2020.

PARTIES:

MidCoast Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch); Electrical Trades Union of Australia, New South Wales Branch.



MIDCOAST
council

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PART 1 - ORGANISATION

1 Title

This workplace agreement will be known as the *MidCoast Council Water Services Enterprise Agreement 2022* (the 'Enterprise Agreement').

2 Parties Bound

2.1 The Enterprise Agreement binds MidCoast Council (Council) with respect to employees (excluding the General Manager and Senior Staff) who were covered by the *MidCoast Council Water Services Enterprise Agreement 2019* immediately prior to the commencement of this Agreement.

2.2 The Enterprise Agreement also binds 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 the first full pay period on or after 24 May 2022 and will expire on 23 May 2025.

4 Previous Agreements

4.1 This agreement supersedes all previous Enterprise Awards and Agreements. The parties agree that an application to terminate the *MidCoast Council Water Services Enterprise Agreement 2019* 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 2020* 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 Definitions

In this agreement

- 6.1 (a) "Council" means MidCoast Council.
- (b) "General Manager" shall mean a person appointed in accordance with section 334 of the *Local Government Act 1993* (NSW) to discharge the duties and responsibilities of the office of General Manager as set out in section 335 of the *Local Government Act 1993* (NSW) and such other duties that council may delegate to the General Manager. When carrying out these duties, the General Manager is acting on behalf of council.
- 6.2 "Employee" is an employee who was covered by the *MidCoast Council Water Services Enterprise Agreement 2019* immediately prior to the commencement of this Agreement.
- 6.3 "Ordinary Pay" means the remuneration for ordinary hours of work for the position.
- 6.4 "Days" shall mean calendar days, unless otherwise specified.
- 6.5 "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* (Cth), and any additional

superannuation contributions made by way of salary sacrifice.

- 6.6 “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 *Workers’ Compensation Act 1987* (NSW), as amended and the employee’s ordinary rate of pay.
- 6.7 “Enterprise Agreement” means the “*MidCoast Council Water Services Enterprise Agreement 2022*”.
- 6.8 “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).
- 6.9 The word “Award” means the *Local Government (State) Award 2020* and successors.
- 6.10 “Stood down” means when an employee is required to take a mandatory break or break due to exceeding the maximum allowable hours in any day or two-week continuous period.

7 Enterprise Agreement Bargaining Committee

- 7.1 Council shall establish an Enterprise Agreement Bargaining Committee for the purpose of discussing matters relating to the application of the *MidCoast Council Water Services Enterprise Agreement 2022*. The Enterprise Agreement Bargaining Committee will include Management, Human Resources and Union Official representatives.

PART 2 – ENGAGEMENT OF EMPLOYEES

8 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.

8.1 Permanent Employee

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

8.2 Fixed Term Employee

- 8.2.1 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.
- 8.2.2 A fixed term employee shall receive the rate of pay and conditions appropriate to the evaluation of the position as it would apply to a permanent employee.
- 8.2.3 The use of fixed term contract positions will not be for the purpose of undermining the job security or conditions of permanent employees.
- 8.2.4 Therefore, the use of fixed term employment in all areas covered by this Agreement is limited to the situations detailed in clause 35 of the Award.
- 8.2.5 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 Dispute Resolution Procedure may be instigated.

8.3 Full-Time

- 8.3.1 Subject to **clause 9** of this Agreement, a full-time employee is a person engaged for 38 hours or 35 hours per week.

8.4 Part-Time

- 8.4.1 Subject to **clause 9** of this Agreement, a part-time employee is a person engaged on the basis of a regular number of hours which are less than the full-time ordinary hours. A part-time employee may be employed on a fixed term or on an on-going basis.
- 8.4.2 A part-time employee shall be engaged to work a fixed and constant number of hours per fortnight as agreed by Council and the employee. Council and the employee shall agree upon the hours to be worked, the days worked and the starting times for the work.
- 8.4.3 By mutual agreement the fixed hours may be varied, with such variations to be in writing.
- 8.4.4 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.
- 8.4.5 A part-time employee may work additional hours to their fixed hours by agreement.
- 8.4.6 A part-time employee shall only receive overtime payment if they work in excess of the ordinary hours specified for a full-time employee.

8.5 Trainee Employment

- 8.5.1 Trainees may be appointed under a Traineeship as required for maintaining skills within the industry.
- 8.5.2 The terms and conditions governing traineeships will be pursuant to the Award.

8.6 Apprenticeship

- 8.6.1 Apprentices may be appointed in trades classifications as required for maintaining skills within the industry.
- 8.6.2 The terms and conditions governing apprenticeships will be pursuant to the Award.

8.7 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

9 Hours of Work

9.1 Ordinary Hours of Work

- 9.1.1 Subject to the provisions of this Clause, the ordinary hours of work shall be 38 or 35 hours per week to be worked between 6:00am and 6:00pm, Monday to Friday.
- 9.1.2 Employees engaged in the following functions shall be afforded the option (to be made to Council in writing) of working 35 ordinary hours per week to be worked between 6:00am and 6:00pm, Monday to Friday:
- Administration;
 - Engineering (Professional);
 - Executive Band;
 - Finance; and

- Technical Services

The hourly rate of pay for employees who opt to work 35 ordinary hours per week, will not be increased.

An employee who opts to move from a 38 hour week to a 35 hour week shall not be able to subsequently revert back to a 38 hour week.

9.1.3 Within the period 6:00am to 6:00pm, the spread of hours, hours per week or weekdays upon which ordinary hours may be worked, must be consistent with Council's commitment to customer service and business efficiency.

9.1.4 The usual starting and finishing times within the spread of hours referred to in **clauses 9.1.1 – 9.1.4** shall be as determined by Council and will be subject to consultation between Council and the employee(s). Any such change can be at the determination of Council 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:

9.1.4.1 the employee's personal circumstances including any family and carer responsibilities; and

9.1.4.2 the needs of the workplace, including any genuine operational or safety reasons.

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

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

9.1.6 Starting and/or finishing times for ordinary working hours outside the spread of ordinary hours defined in **clauses 9.1.1 – 9.1.5** may be agreed between Council and the employee(s).

9.2 Flexible Working Arrangements

Indoor Employees

9.2.1 Subject to **clause 9.1**, Ordinary Hours of Work, Indoor employees may access flexible working arrangements in accordance with the provisions of Council's Flexi-Time and Work-Life Balance Policy noting that Indoor employees may also elect to continue to participate in a regular rostered day off arrangement.

Outdoor Employees

9.2.2 Council is committed to providing Outdoor employees with rostered days off (RDO's) in accordance with the provisions of Council's Rostered Days Off for Outdoor Employees Policy provided that such arrangements are cost effective and comply with the following corporate provisions:

a. Working arrangements must support the achievement of Council's business needs and enable the provision of continuous, quality service.

9.2.3 RDO's are not intended to be utilised as a quasi annual leave scheme. Subject to **clause 9.1**, Ordinary Hours of Work, the ordinary hours of work for Outdoor employees shall be 76 hours worked over a nine day fortnight with a rostered day off included in that period and employees paid for a standard 38 ordinary hours

per week.

- 9.2.4 The supervisor may direct the employee to work certain arrangements outside of those previously rostered in order to meet Council's business needs.
- 9.2.5 When an RDO falls on a public holiday the RDO shall be rescheduled for a day in the same or following week or another day by agreement.

9.3 Workplace Flexibility

- 9.3.1 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.
- 9.3.2 This clause is intended to apply to classifications or work groups of employees, not individuals.
- 9.3.3 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.
- 9.3.4 A Workplace Flexibility Agreement may only provide for different conditions of employment where the following requirements have been complied with:
- 9.3.4.1 The majority of employees affected agree after taking all views into consideration including the need to maintain effective working relationships.
- 9.3.4.2 Council's Consultative Committee (Water Services EA Sub-Committee) has been advised prior to the commencement of discussions with the employees concerned.
- 9.3.4.3 The Workplace Flexibility Agreement is not contrary to any law and does not jeopardise safety.
- 9.3.4.4 The Workplace Flexibility Agreement will improve workplace efficiency and/or customer service and/or job satisfaction.
- 9.3.4.5 Workplace Flexibility Agreements shall be signed by the General Manager and the relevant union.
- 9.3.4.6 Requests from staff for flexible work arrangements will be considered by Council.
- 9.3.5 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.

9.4 Meal Breaks

- 9.4.1 Council 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.

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

9.5 Wet Weather

- 9.5.1 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 Council 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.

10 Overtime

10.1 General

- 10.1.1 Council 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, Council and the public.
- 10.1.2 Council may require an employee to work reasonable overtime. All overtime requires prior approval.
- 10.1.3 An employee may decline, or Council may decline individuals to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 10.1.4 Both Employees and Supervisors are expected to take responsibility for fatigue management. Employees must keep Council informed of overtime hours they have worked during periods of prolonged overtime.
- 10.1.5 For the purposes of **clause 10.1.2**, what is unreasonable or otherwise will be determined by having regard to:
- any risk to the employee or others; and
 - the employee's personal circumstances including any family and carer responsibilities.
- 10.1.5 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 10.4**. Such periods of prolonged overtime are not to occur more than twice in any two week continuous period.
- 10.1.6 No employee(s) shall, without the prior approval of Council, work more than 30 hours overtime in any two week continuous period.
- 10.1.7 Council reserves the right to instruct employees to cease work if it considers a potential exposure to risk exists to the employee(s) or others.
- 10.1.8 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.

- 10.1.9 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.
- 10.1.10 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.
- 10.1.11 Overtime worked on Sunday shall be paid at the rate of double time.
- 10.1.12 Overtime worked on a Holiday is paid in accordance with **clause 25.3**.
- 10.1.13 Overtime shall be claimed within the pay period the overtime was worked.
- 10.1.14 Where there is prior agreement between Council 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.

10.2 Call Back

- 10.2.1 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.
- 10.2.2 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.
- 10.2.3 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.
- 10.2.4 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.
- 10.2.5 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.
- 10.2.6 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.
- 10.2.7 When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, Council shall provide the employee with a conveyance to the employee's home.

10.3 Hours of Work Flexibility Agreements

- 10.3.1 Council and individual employees may agree to an 'Hours of Work Flexibility Agreement' that is consistent with the 'Excess Hours Agreement' provisions outlined in clause 19B of the Award.

10.4 Rest Period after Overtime

This Clause shall apply to all overtime.

- 10.4.1 The provisions of the Award (Clause 20 (A) (v)) shall apply in relation to breaks
- 10.4.2 When overtime work is necessary it shall be arranged that employees work no more than 16 hours in a rolling 24-hour period.
 - a. Once an employee works 16 hours in a rolling 24-hour period, they are required to take a mandatory 10-hour break prior to commencing their next rostered shift

- b. Once an employee has worked 2 or more hours between the hours of 11:00pm – 5:00am the employee is required to take a mandatory 10-hour break prior to commencing their next rostered shift
- c. Employees undertaking remote response will remain on call until the commencement of the next working day (unless otherwise relieved of on call duties). Any 10-hour break from (b) above commences after the last remote response.
- d. Provisions of the fatigue management policy and procedure may apply over and above as stated in the Award and EA.
- e. Where mandatory breaks extend into periods of approved leave and/or Rostered Days Off, the time constituting the overlap shall be treated as normal working time and the period of leave reduced by the equivalent time.
- f. Employees that have been stood down due to the above clauses should not be financially disadvantaged.

10.4.3 An employee required to work overtime within the 10 hours immediately preceding their usual start time who is not required to take a mandatory break shall be entitled to defer their usual starting time or bring forward their finishing time by a period equivalent to the time worked within this 10 hour period. Any ordinary working time during such absence, shall be paid at ordinary rates

10.5 Reimbursement of meal expenses

10.5.1 Other than overtime worked in accordance with **clause 11** 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 as per the rates stipulated under Award in circumstances where sustenance has not been separately provided by Council.

11 On Call

11.1 Availability

- 11.1.1 Participation in an On Call Roster is only available to appropriately qualified, permanent employees of Council.
- 11.1.2 An employee required by Council to be On Call shall be continuously available and remain ready and able to work outside usual working hours.
- 11.1.3 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.

11.2 On Call Coordinator

- 11.2.1 Each On Call Roster will have one On Call Coordinator. On Call Coordinators shall be rostered in seven (7) day blocks or where mutually agreed. A daily allowance will be paid as per **Table 2 of Schedule A**. The payment of the daily allowance shall be in lieu of:
 - Any claim for payment for being available during the rostered period, outside of the employee's usual ordinary hours of work; and
 - Any claim for payment for work performed, outside the employee's usual ordinary hours of work and between 5.00am and 9.00pm in their capacity as On Call Coordinator.
- 11.2.2 When the On Call Coordinator performs overnight duties between 9.00pm and 5.00am, payment for time worked in accordance with **clause 10.1** shall apply.
- 11.2.3 The role of the On Call Coordinator is as described in the On Call Procedure.
- 11.2.4 In a situation where the rostered On Call Coordinator arranges for a second employee to fulfil their "On Call Coordinator" obligations due to unforeseen circumstances, then

Council will, subject to Manager approval of the change, only pay the On Call Coordinator daily allowance once per day.

11.3 On Call Allowance

- 11.3.1 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 **Table 2 of Schedule A**.
- 11.3.2 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 Council will, subject to the Manager approval of the change, only pay one On Call allowance per day.
- 11.3.3 Where an employee is required to be On Call, the On Call allowance shall be paid fortnightly.
- 11.3.4 Extra-ordinary activities and incidents will be escalated to Coordinators and Managers as detailed in Council's Incident Management Procedure.

11.4 Payment for Call Outs – On Call

- 11.4.1 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.
- 11.4.2 The minimum time payable for each Call Out shall be one (1) hour at double time.

11.5 On Call on a Public Holiday

- 11.5.1 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.

PART 4 – REMUNERATION AND PERFORMANCE & DEVELOPMENT

12 Rates of Pay

- 12.1 Rates of Pay as at the commencement of this Agreement are as defined in the 26 Grade Salary System in **Table 1 of Schedule A**.
- 12.2 The salary structure shall consist of skills and responsibilities based on bands and grades, as defined in the Salary System applicable to an employee.

13 Salary on Promotion

- 13.1 All employees who move to new positions in Council are offered a salary in accordance with the provisions of **clause 4.9** of Council's Salary System Policy.
- 13.2 Where an employee is deemed to be the preferred applicant for a position that would be a promotion for the employee following an external merit-based selection process, Council will offer a total remuneration package (salary plus superannuation only) that is better than their current total remuneration package (salary plus superannuation only).

14 Flexible Remuneration

- 14.1 Council 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.
- 14.2 In addition, Council will consider requests from employees to salary sacrifice their payments under the Council's Vehicle Lease Back Scheme.
- 14.3 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.

15 Wage and Salary Increases

- 15.1 Future salary increases and increases to On Call and SCADA allowances will be as per the Award.

16 Accident Pay

16.1 General

- 16.1.1 "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 *Workers' Compensation Act 1987* (NSW), as amended and the employee's ordinary rate of pay.
- 16.1.2 Accident pay is not payable for the first 26 weeks of period of incapacity.
- 16.1.3 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.
- 16.1.4 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 Council.
- 16.1.5 An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, sick leave, long service leave or for any paid public holiday in accordance with the appropriate Award provisions.

16.2 Medical Examination

- 16.2.1 Council may under the *Worker's Compensation Act 1987* (NSW), as amended, require the employee to submit for examination by a legally qualified medical practitioner, provided and paid for by Council. 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.

16.3 Damages or Settlement

- 16.3.1 "Third Party" in this sub-Clause shall mean a person other than Council who is alleged to be liable for damages in respect of the injury.
- 16.3.2 The employee shall not be entitled to receive accident pay if the employee fails to comply with a request by Council Water to provide:
- 16.3.2.1 An undertaking that if the employee obtains a verdict for damages against Council in respect of any injury or is paid an amount in settlement of any claim for damages that the employee has made against Council 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 Council the amount of accident pay which Council has paid or may pay in respect of such injury and an authority for Council alternatively to deduct the amount of the accident pay from any money owing or which may become owing from Council to the employee under such verdict or settlement.
- 16.3.2.2 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 Council the amount of accident pay which Council has paid or may

pay in respect of the injury; and

- 16.3.2.3 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 Council the amount of accident pay which Council has paid or may pay to the employee.

17 Higher Duties

17.1 Higher Duties General

- 17.1.1 Where an employee is directed by Council to perform the duties of a higher position the employee will be paid for that relief in accordance with the provisions of the Award and Council's Higher Grade Duties Policy and Procedure.
- 17.1.2 An employee performing higher grade duties shall be paid an at least an additional 7.5% on top of their ordinary pay.

18 No Extra Claims

- 18.1 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.

19 Performance & Development

- 19.1 For the purposes of work planning; staff development; performance review; performance assessment; and salary progression the provisions of Council's Salary System Policy, Performance & Development Policy and Performance & Development Procedure shall apply.

PART 5 – ALLOWANCES & EXPENSES

20 Accommodation and Expenses

- 20.1 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, Council will pay expenses in accordance with the Council's Training & Development Policy.

21 Reimbursement of Telephone Rental and Call Charges

- 21.1 Employees that are currently receiving this benefit will continue to be reimbursed by Council 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.
- 21.2 Reimbursement under this clause will not be available to any employees not currently receiving the benefit.

22 Allowances

22.1 SCADA / Radio Telemetry Diagnosis Dial Up

- 22.1.1 An employee on call and required to dial in to access the Council 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 **Table 2 of Schedule A**.

22.2 Use of Private Vehicle

22.2.1 Where, by agreement, Council requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance for each kilometre of authorised travel as per the Award.

22.3 Sustenance

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

22.4 Certificates, Licences and other Approvals

20.4.1 Where an employee is required by the employer to hold a WorkCover NSW or NSW Fair Trading approved certificate or licence the employer shall reimburse the employee for the cost of such certificate or licence.

20.4.2 Where an employee is required by the employer to hold a drivers licence other than a Class C (car) or Class R (rider) licence, the employer shall reimburse the employee the difference between the cost of the licence and the cost of a Class C (car) drivers licence.

PART 6 – LEAVE

23 Personal Leave

23.1 Entitlement

23.1.1 For service with Council, an employee other than a casual employee, shall be granted a Personal Leave entitlement of three weeks per year, on a pro rata basis.

23.1.2 An employee, other than a casual employee, who:

- a. would have had an entitlement to an additional three days per year of Personal Leave under the MidCoast County Council Enterprise Agreement 2015; and
- b. has exhausted their Personal Leave balance as provided by **clause 23.1.1** as a result of the need to utilise an extraordinary amount of Personal Leave; and
- c. has proof of illness or injury from a qualified medical/health practitioner

shall be entitled to access that additional Personal Leave.

23.1.3 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.

23.1.4 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:

23.2 Sick Leave

23.2.1 Employees shall be entitled to use their paid personal leave as sick leave subject

- to the following conditions:
- 23.2.1.1 That the illness or injury does not arise from engaging in other employment;
 - 23.2.1.2 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.
 - 23.2.1.3 Where required, proof of illness shall indicate the employee's inability to undertake their normal duties.
 - 23.2.1.4 If a Holiday as prescribed in clause 25 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;
 - 23.2.1.5 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.
- 23.2.2 The employee may be required to attend a qualified medical/health practitioner nominated by Council at Council's cost where there is excessive or long-term absence.
- 23.2.3 The parties to this Agreement recognise that unjustifiable absenteeism is a significant impediment to business efficiency and customer service.
- 23.2.3.1 Without limiting clause 23.2.1, where it is considered an employee is taking excessive absences or pattern absences Council 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.
 - 23.2.3.2 It is the employee's responsibility to notify Council 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.
- 23.2.4 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.
- 23.2.5 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 Council from that compensation any amounts paid for leave, and Council will re-credit the paid sick leave balance to the employee.
- 23.2.6 In the event of termination of service of an employee on account of ill health, and Council 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.
- 23.2.7 Upon the death of an employee Council 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.
- 23.2.8 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 *Worker's Compensation Act 1987* (NSW).

23.3 Carers Leave

23.3.1 Employees shall be entitled to use their current and accrued personal leave as carers leave. The entitlement to Carer's Leave will be consistent with the provisions of the Award and Council's Leave Policy.

23.4 Bereavement Leave

23.4.1 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. The entitlement to Bereavement Leave will be consistent with the provisions of the Award and its successors and Council's Leave Policy.

24 Parental Leave**24.1 General**

24.1.1 Relationship with federal legislation - **Clauses 24, 24.1, 24.2 and 24.3** 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

24.2 Requests for Flexible Working Arrangements

24.2.1 Clause 23 of the Award shall apply.

24.3 Paid Parental Leave

24.3.1 Employees who are eligible for Parental Leave without pay in accordance with the *Fair Work Act 2009* (Cth), 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 12 weeks of paid leave (or 24 weeks at half pay) at their ordinary rate of pay.

24.3.2 The provisions of clause 22G of the Award shall apply.

24.4 Concurrent Parental Leave

24.4.1 An employee, other than a casual, who is a supporting parent shall be entitled to up to two weeks paid concurrent parental leave 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.

24.5 Pre-adoption and Adoption Leave

24.5.1 Clauses 221(i) – (iii) of the Award shall apply.

25 Holidays**25.1 Public Holidays**

25.1.1 Public Holidays are observed on the following gazetted Public Holidays:

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 Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within Council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.

25.1.2 In addition to the days identified in **clause 25.1.1**, Council employees who are Aboriginal or Torres Strait Islanders are entitled to one (1) day during NAIDOC week each year.

25.1.3 Employees are entitled to a public holiday only if the holiday falls on a day ordinarily worked by the employee.

25.2 Union Picnic Day

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

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

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

25.2.4 Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to Council to take annual leave, long service leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by Council, or may be required by Council to make up time

25.3 Work on a Public Holiday

25.3.1 With the exception of locally proclaimed holidays, employees who work on a public holiday will be paid as follows:

26.3.1.1 Between usual starting and finishing times – double time for a minimum of four (4) hours worked.

26.3.1.2 Before and after usual starting and finishing times – double time and one half.

26 Annual Leave

26.1 Annual leave

26.1.1 The entitlement to Annual Leave will be consistent with the provisions of the Award and Council's Leave Policy.

26.2 Excess Annual Leave

26.2.1 Consistent with Council's Leave Policy, the parties agree that annual leave is to be taken within 24 months of being credited unless otherwise agreed between employee(s) and Council. 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.

27 Long Service Leave

27.1 An employee covered by this Agreement 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

- 27.2 The above accumulation rates commenced on 1 September 2015 when the *MidCoast County Council Enterprise Agreement 2015* came into force. Long service leave entitlement up to 1 September 2015 are unchanged and the above accumulation is not intended to apply retrospectively.
- 27.3 Subject to **clause 27.1** an employee who has completed at least five years but less than ten years' service with Council 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.
- 27.4 An employee who has completed more than five years' service with Council 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
- 27.5 Long service leave shall be taken at a time mutually convenient to Council and the employee in minimum periods of one week.
- 27.6 Payment to an employee for long service leave shall be made by Council 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.
- 27.7 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by **clause 25**, Holidays of this agreement, occurring during the taking of any period of long service leave.
- 27.8 Upon the death of an employee, Council 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.
- 27.9 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 the Water Services Directorate of Council within 12 months of termination of service, prior service shall be counted for the purpose of this Clause.
- 27.10 On request and at the General Manager's discretion, long service leave may be granted at half or double pay to an employee. The entitlement to long service leave at half or double pay will be consistent with the provisions of clause 21E(ii) of the Award and Council's Leave Policy.

PART 7 – WORK / LIFE BALANCE

28 Work/Life Balance

- 28.1 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.
- 28.2 Council places a priority on working conditions, which provide flexibility for business needs to be accommodated and family and external responsibilities managed.

28.3 Work/life balance measures include part-time work, job sharing, flexi-time, rostered days off and flexible hours.

28.4 Job Share

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

28.5 Cultural & Ceremonial Leave

28.5.1 Council recognises the value of cultural diversity and the observance of days of cultural ceremonial and/or religious significance. Subject to operational requirements, employees may access annual leave or approved time in lieu for such purposes, subject to operational requirements.

28.6 Child Care Expenses Out of Hours

28.6.1 Council 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 childcare responsibilities, the ability to participate via an application for organisational support.

28.6.2 If the employee is required to attend training or meetings outside of the spread of hours at the initiative of Council, then approved childcare 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 childcare service being provided or confirmed.

28.7 Leave without Pay

28.7.1 At the General Manager's discretion, leave without pay may be granted to an employee in accordance with Council's Leave Policy.

28.8 Jury Service

28.8.1 The entitlement to Jury Service Leave will be consistent with clause 21K(i) of the Award and Council's Leave Policy.

28.9 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:

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

28.9.2 The employee produces satisfactory evidence of attendance.

28.10 Inability to attend for work due to Natural Disaster

28.10.1 The entitlement to ordinary pay when an employee is prevented from attending work due to bushfire or other climatic circumstances beyond their controls will be consistent with clause 12(v) of the Award and Council's Leave Policy.

28.11 Healthy Lifestyle

28.11.1 Council recognises the benefits that flow from the promotion of healthy lifestyles for both its employees as well as the organisation. In this regard employees are invited to participate in Council's Health and Wellbeing Programs.

28.12 Phased Retirement

28.12.1 The entitlement to Phased Retirement arrangements will be consistent with clause 24 of the Award.

29 Disciplinary and Counselling Procedure

- 29.1 An employee, whose work performance or conduct is unsatisfactory or does not meet Council's code of conduct or written operational standards of Council, shall be counselled as to the nature of the unsatisfactory performance or conduct and the required standard to be achieved.
- 29.2 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.
- 29.3 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.
- 29.4 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.
- 29.5 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.
- 29.6 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.
- 29.7 During the procedures above an employee shall:
- 29.7.1 have access to their personal file and may take notes and/or obtain copies of the contents of the file; and
 - 29.7.2 be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse; and
 - 29.7.3 be entitled to request Council 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
 - 29.7.4 be entitled to request the presence and/or involvement of a representative at any stage.
- 29.8 Council has the right to take disciplinary action, including termination of employment, at any time in cases of serious misconduct.
- 29.9 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

30 Notice of termination of employment

- 30.1 An employee shall provide Council with minimum notice of their intention to terminate their employment in accordance **clause 30.4**. If no such notice is provided, Council shall be entitled

to deduct pay equivalent to the required notice from any accrued leave entitlement payable under this Agreement.

- 30.2 In special circumstances then for the purposes of this clause, Council and an employee may agree to a shorter period of notice, in special circumstances.
- 30.3 In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, the notice provisions of **clause 30.4** shall not apply
- 30.4 Council shall provide 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 provided to an employee who has completed at least 2 years' service and is over 45 years of age.

- 30.5 The provision of this clause shall be read subject to the provisions of **clause 31**, Workplace, Change and Redundancy.

31 Workplace, Change and Redundancy

- 31.1 The obligations of Council and the entitlements of employees in instances of Workplace, Change and Redundancy are outlined in clauses 40 and 41 of the Award.

PART 10 – TRANSITIONAL PROVISIONS

32 Grand-parenting

- 32.1 This agreement continues the grandparenting arrangements which Council advised by writing to eligible employees following the ratification of the 2019 Agreement including the following provisions: -
 - a. An employee's entitlement to 15.5% superannuation shall remain with the employee whilst they remain continuously employed with MidCoast Council. The matter of absorbability will be dealt with by the NSW Industrial Relations Commission by way of arbitration.
 - b. An employee's entitlement to long service leave as per **clause 27.1** shall remain with the employee whilst they remain continuously employed with MidCoast Council.
 - c. An Indoor Employee who is engaged on a nine-day fortnight (RDO system) immediately prior to the implementation of this Agreement is able to maintain this working arrangement should they elect to do so. However, should an employee voluntarily agree to move to Council's "Flexi-Time" system, as per **clause 9.2.1**, they will be unable to revert back to an RDO system.
 - d. An Indoor Employee who is engaged on a 38 hour week immediately prior to the implementation of this Agreement is able to maintain this working arrangement should they elect to do so. However, should an employee voluntarily agree to move to a 35 hour week, as per **clause 9.1.2**, they will be unable to revert back to a 38 hour week.
 - e. An employee who is engaged on a 48/52 week working arrangement immediately prior to the implementation of this Agreement is able to maintain this arrangement should they elect to do so noting that such an arrangement remains subject to an annual review.

33 Multiple Graded Roles

- 33.1 Employees covered by this Agreement who were:
- a. employed in their role prior to February 2016 and have not accepted another position;
or
 - b. engaged after February 2016 and have a letter of offer that specifically refers to their position being evaluated across multiple grades.
- 33.2 Upon attainment of step 13 of a grade that is not the highest grade for the position will be considered for progression to the next grade if the employee satisfies the following:
- g. Performance consistently exceeds expectations;
 - h. Demonstrate results that exceed most aspects of the position;
 - i. Demonstrates a high level of capability and expertise;
 - j. Seeks out and undertakes additional responsibilities; and
 - k. Is viewed by others as a leader; and
 - l. Upholds and promotes the organisation's values.
- 33.3 Upon progression to a higher grade the employee will progress to the relevant step that affords the employee an increase in wages.
- 33.4 By way of clarification the reference to consistently exceeding expectations is understood to refer to the employee exceeding **most** aspects of the position.

MIDCOAST COUNCIL WATER SERVICES ENTERPRISE AGREEMENT 2022

Schedule A – Wage/Salary and Allowance Tables effective on commencement of this Agreement

Table 1A – Weekly Wage/Salary Rates (38 hour week) effective on commencement of this Agreement

JULY 2021-2022 - 38 Hour Salary Rates														
GRADE	ENTRY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
	Old Entry	Old Step 1				Old Step 2				Old Step 3				Old Step 4
		5% approx	6.25%	7.5%	8.75%	10% approx	11.25%	12.50%	13.75%	15% approx	16.25%	17.50%	18.75%	20% approx
5 - Weekly	1172.5642	1231.1733	1245.8495	1260.5065	1275.1636	1292.7432	1304.4777	1319.1348	1333.7918	1357.3798	1363.1059	1377.7630	1392.4200	1425.2000
6 - Weekly	1231.1733	1292.7432	1308.1217	1323.5113	1338.9010	1357.3798	1369.6804	1385.0700	1400.4597	1425.2000	1431.2390	1446.6287	1462.0184	1496.4583
7 - Weekly	1292.7432	1357.3798	1373.5396	1389.6989	1405.8582	1425.2000	1438.1768	1454.3361	1470.4953	1496.4583	1502.8139	1518.9732	1535.1325	1571.2611
8 - Weekly	1357.3798	1425.2000	1442.2160	1459.1833	1476.1506	1496.4583	1510.0850	1527.0523	1544.0195	1571.2611	1577.9540	1594.9212	1611.8885	1649.8417
9 - Weekly	1425.2000	1496.4583	1514.2749	1532.0900	1549.9050	1571.2611	1585.5349	1603.3499	1621.1650	1649.8417	1656.7950	1674.6100	1692.4250	1732.3168
10 - Weekly	1496.4583	1571.2611	1589.9870	1608.6928	1627.3984	1649.8417	1664.8100	1683.5156	1702.2214	1732.3168	1739.6328	1758.3386	1777.0443	1818.9305
11 - Weekly	1571.2611	1649.8417	1669.4649	1689.1057	1708.7465	1732.3168	1748.0280	1767.6687	1787.3096	1818.9305	1826.5910	1846.2318	1865.8726	1909.9163
12 - Weekly	1649.8417	1732.3168	1752.9568	1773.5798	1794.2028	1818.9305	1835.4489	1856.0719	1876.6949	1909.9163	1917.9410	1938.5640	1959.1870	2005.4015
13 - Weekly	1732.3168	1818.9305	1840.5866	1862.2405	1883.8945	1909.9163	1927.2025	1948.8564	1970.5103	2005.4015	2013.8183	2035.4722	2057.1262	2105.7257
14 - Weekly	1818.9305	1909.9163	1932.6137	1955.3503	1978.0869	2005.4015	2023.5602	2046.2968	2069.0335	2105.7257	2114.5067	2137.2433	2159.9800	2211.0056
15 - Weekly	1909.9163	2005.4015	2029.2860	2053.1600	2077.0339	2105.7257	2124.7819	2148.6558	2172.5297	2211.0056	2220.2777	2244.1516	2268.0256	2321.6126
16 - Weekly	2005.4015	2105.7257	2130.7391	2155.8066	2180.8741	2211.0056	2231.0092	2256.0767	2281.1442	2321.6126	2331.2792	2356.3468	2381.4143	2437.6529
17 - Weekly	2105.7257	2211.0056	2237.3336	2263.6611	2289.9767	2321.6126	2342.6198	2368.9414	2395.2630	2437.6529	2447.9061	2474.2277	2500.5493	2559.4767
18 - Weekly	2211.0056	2321.6126	2349.1934	2376.8310	2404.4686	2437.6529	2459.7437	2487.3813	2515.0189	2559.4767	2570.2940	2597.9316	2625.5691	2687.4553
19 - Weekly	2321.6126	2437.6529	2466.7135	2495.7336	2524.7538	2559.4767	2582.7941	2611.8142	2640.8344	2687.4553	2698.8747	2727.8949	2756.9150	2821.8116
20 - Weekly	2437.6529	2559.4767	2590.0063	2620.4769	2650.9476	2687.4553	2711.8889	2742.3595	2772.8302	2821.8116	2833.7716	2864.2422	2894.7129	2962.8959
21 - Weekly	2559.4767	2687.4553	2719.4440	2751.4375	2783.4310	2821.8116	2847.4178	2879.4113	2911.4047	2962.8959	2975.3916	3007.3851	3039.3786	3111.0794
22 - Weekly	2687.4553	2821.8116	2855.4212	2889.0145	2922.6077	2962.8959	2989.7940	3023.3872	3056.9805	3111.0794	3124.1668	3157.7600	3191.3532	3266.5851
23 - Weekly	2821.8116	2962.8959	2998.1749	3033.4475	3068.7202	3111.0794	3139.2654	3174.5381	3209.8107	3266.5851	3280.3560	3315.6287	3350.9013	3429.8904
24 - Weekly	2,962.8969	3111.0794	3148.0769	3185.1131	3222.1493	3266.5851	3296.2216	3333.2578	3370.2940	3429.8904	3444.3664	3481.4026	3518.4388	3601.3563
25 - Weekly	3111.0794	3266.5851	3305.5218	3344.4103	3383.2988	3429.8904	3461.0758	3499.9643	3538.8528	3601.3563	3616.6298	3655.5183	3694.4067	3781.4390
26 - Weekly	3266.5851	3429.8904	3470.7466	3511.5789	3552.4112	3601.3563	3634.0759	3674.9082	3715.7405	3781.4390	3797.4051	3838.2374	3879.0697	3970.4993

Table 1B – Weekly Wage/Salary Rates (35 hour week) effective on commencement of this Agreement

JULY 2021-2022 - 35 Hour Salary Rates														
GRADE	ENTRY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
	Old Entry	Old Step 1				Old Step 2				Old Step 3				Old Step 4
		5% approx	6.25%	7.5%	8.75%	10% approx	11.25%	12.50%	13.75%	15% approx	16.25%	17.50%	18.75%	20% approx
5 - Weekly	1079.9933	1133.9754	1147.4929	1160.9928	1174.4928	1190.6845	1201.4926	1214.9925	1228.4924	1250.2182	1255.4923	1268.9922	1282.4921	1312.6842
6 - Weekly	1133.9754	1190.6845	1204.8489	1219.0236	1233.1983	1250.2182	1261.5477	1275.7224	1289.8971	1312.6842	1318.2464	1332.4211	1346.5958	1378.3169
7 - Weekly	1190.6845	1250.2182	1265.1023	1279.9858	1294.8693	1312.6842	1324.6365	1339.5200	1354.4036	1378.3169	1384.1707	1399.0542	1413.9378	1447.2142
8 - Weekly	1250.2182	1312.6842	1328.3568	1344.0294	1359.7020	1378.3169	1390.8678	1406.4955	1422.1232	1447.2142	1453.3786	1469.0064	1484.6341	1519.5910
9 - Weekly	1312.6842	1378.3169	1394.7269	1411.1355	1427.5440	1447.2142	1460.3611	1476.7696	1493.1782	1519.5910	1525.9953	1542.4039	1558.8125	1595.5549
10 - Weekly	1378.3169	1447.2142	1464.4617	1481.6907	1498.9196	1519.5910	1533.3776	1550.6065	1567.8355	1595.5549	1602.2934	1619.5224	1636.7513	1675.3307
11 - Weekly	1447.2142	1519.5910	1537.6650	1555.7552	1573.8454	1595.5549	1610.0257	1628.1159	1646.2062	1675.3307	1682.3864	1700.4767	1718.5668	1759.1334
12 - Weekly	1519.5910	1595.5549	1614.5654	1633.5603	1652.5552	1675.3307	1690.5450	1709.5399	1728.5348	1759.1334	1766.5246	1785.5194	1804.5143	1847.0803
13 - Weekly	1595.5549	1675.3307	1695.2771	1715.2215	1735.1659	1759.1334	1775.0549	1794.9993	1814.9437	1847.0803	1854.8326	1874.7770	1894.7215	1939.4842
14 - Weekly	1675.3307	1759.1334	1780.0389	1800.9805	1821.9221	1847.0803	1863.8054	1884.7471	1905.6887	1939.4842	1947.5719	1968.5136	1989.4552	2036.4525
15 - Weekly	1759.1334	1847.0803	1869.0792	1891.0784	1913.0775	1939.4842	1957.0359	1979.0251	2001.0142	2036.4525	2044.9926	2066.9817	2088.9709	2138.3274
16 - Weekly	1847.0803	1939.4842	1962.5229	1985.5613	2008.5998	2036.4525	2054.8768	2077.9653	2101.0538	2138.3274	2147.2308	2170.3194	2193.4079	2245.2066
17 - Weekly	1939.4842	2036.4525	2060.7020	2084.9455	2109.1890	2138.3274	2157.6761	2181.9197	2206.1632	2245.2066	2254.6503	2278.8939	2303.1375	2357.4127
18 - Weekly	2036.4525	2138.3274	2163.7308	2189.1342	2214.5376	2245.2066	2265.5534	2291.0091	2316.4647	2357.4127	2367.3760	2392.8317	2418.2873	2475.2878
19 - Weekly	2138.3274	2245.2066	2271.9729	2298.7392	2325.5055	2357.4127	2378.8893	2405.6183	2432.3474	2475.2878	2485.8056	2512.5347	2539.2638	2599.0370
20 - Weekly	2245.2066	2357.4127	2385.5321	2413.6515	2441.7709	2475.2878	2497.7924	2525.8574	2553.9226	2599.0370	2610.0527	2638.1178	2666.1829	2728.9830
21 - Weekly	2357.4127	2475.2878	2504.7511	2534.2144	2563.6777	2599.0370	2622.6216	2652.0893	2681.5570	2728.9830	2740.4923	2769.9600	2799.4276	2865.4678
22 - Weekly	2475.2878	2599.0370	2629.9932	2660.9494	2691.9056	2728.9830	2753.7576	2784.6987	2815.6399	2865.4678	2877.5220	2908.4632	2939.4044	3008.6968
23 - Weekly	2599.0370	2728.9830	2761.4768	2793.9706	2826.4644	2865.4678	2891.4287	2923.9166	2956.4046	3008.6968	3021.3805	3053.8685	3086.3565	3159.1096
24 - Weekly	2728.9830	2865.4678	2899.5445	2933.6212	2967.6979	3008.6968	3035.9936	3070.1059	3104.2182	3159.1096	3172.4427	3206.5550	3240.6673	3317.0387
25 - Weekly	2865.4678	3008.6968	3044.5596	3080.4224	3116.2852	3159.1096	3187.8330	3223.6513	3259.4696	3317.0387	3331.1063	3366.9247	3402.7430	3482.9043
26 - Weekly	3008.6968	3159.1096	3196.7403	3234.3710	3271.9917	3317.0387	3347.1751	3384.7838	3422.3925	3482.9043	3497.6099	3535.2187	3572.8274	3657.0388

Table 2 – Allowances effective on commencement of this Agreement

On Call Allowances

- On Call (daily) \$41.79
- SCADA / Radio Telemetry Diagnosis \$55.51 (On call daily)

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

On Call Coordinator Allowances

- On Call Coordinator (daily where utilised) \$100.45
- On Call Coordinator Weekend or Public Holiday (daily where utilised) \$262.08

As per **clause 15.2**, On Call and SCADA allowances will be indexed as per the Award.

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

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: ____ / ____ / ____

Name of authorised ETU Official

Position of authorised ETU Official

Signed for and on behalf of the MidCoast Council:

Signature of MidCoast Council General Manager

Date: ____ / ____ / ____

Name of MidCoast Council General Manager