

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA08/6

TITLE: Midcoast County Council Enterprise Agreement 2007

I.R.C. NO: IRC8/155

DATE APPROVED/COMMENCEMENT: 13 February 2008 / 13 February 2008

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 14 March 2008

DATE TERMINATED:

NUMBER OF PAGES: 46

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees (excluding the General Manger), who are employed by MidCoast County Council (MidCoast Water), located at 26 Muldoon Street, Taree NSW 2430, who fall within the coverage of the Mid Coast County Council Enterprise Award 2004.

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

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1. Title

This workplace agreement will be known as the MidCoast County Council Enterprise Agreement 2007

2. Parties Bound

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

3. Date, Period and Area of Operation

3.1 This Agreement operates from the date lodged with the NSW Industrial Relations Commission and will expire on 31st October 2012.

3.2 Amalgamation.

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The employment policies relating to the employees of the former MCW shall continue to apply and will not be changed or withdrawn without consultation with those employees.

4 Previous Agreements

4.1 This agreement supersedes all previous Enterprise Awards and Agreements. The parties agree that an application to rescind the MidCoast County Council Enterprise Award 2004 shall be lodged immediately following the implementation of this Agreement.

4.2 For the purposes of protected conditions and the fairness test, the parties agree that the designated award is the MidCoast County Council Enterprise Award 2004.

5. Definitions

In this agreement

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

- 5.2 “Employee” is an employee of MCW.
- 5.3 “Ordinary Pay” means the remuneration for ordinary hours of work for the classification and for the purposes of Annual Leave, includes On Call allowance where regularly received as part of the On Call Roster.
- 5.4 “Days” shall mean calendar days, unless otherwise specified.
- 5.5 “Superannuation” means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the Superannuation Guarantee (Administration) Act 1992 (Commonwealth), and any additional superannuation contributions made by way of salary sacrifice.
- 5.6 “Agreement” means the “MidCoast County Council Enterprise Agreement 2007”.
- 5.7 “Accident Pay” shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the NSW Workers’ Compensation Act, 1987, as amended and the employee’s ordinary rate of pay.

6. Organisational Mission, Vision and Values

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

7. Strategic Direction and Objectives

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

8. Statement of Intent

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

- Quality service to the community
- Continuous improvement
- Skill related career paths;
- Rates of pay and conditions that are fair and equitable;
- Reasonable working hours;
- Multi-skilling;
- A broadened range of tasks which an employee may be required to perform;
- Greater flexibility in workplace practices;
- Equal Opportunity;
- Balanced work and family responsibilities

9. Consultative Committee

- 9.1 The MCW Consultative Committee has been established by mutual agreement as a forum for discussion.

9.2 The object, functions and structure of the Consultative Committee are as set out in the Consultative Committee Constitution as amended from time to time.

9.3 Any changes to the Consultative Committee Constitution will need to be agreed to and signed off by all parties involved.

10. Technology

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

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

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

PART 2 – ENGAGEMENT OF EMPLOYEES

11. Types of Employment

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

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

11.1 Permanent Employee

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

11.2 Fixed Term Employee

11.2.1 A fixed term employee is a person engaged to work full time or part time for a specific period or for a specific project which has an anticipated completion date.

11.2.2 A fixed term employee shall receive the rate of pay and conditions appropriate to the classification as would apply to a permanent employee.

11.2.3 The use of fixed term contract positions will not be for the purpose of undermining the job security or conditions of permanent employees.

11.2.4 Therefore, the use of fixed term employment in all areas covered by this Agreement is limited to:

- . 11.2.4.1 replacement of employees proceeding on approved leave.
- . 11.2.4.2 meeting fluctuating customer and staffing needs and peak workloads.
- . 11.2.4.3 undertaking a specified task which is funded for a specific period

- 11.2.4.4 filling a vacancy resulting from an employee undertaking a temporary assignment or secondment or
 - 11.2.4.5 temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing employee is not available.
- 11.2.5 In other than exceptional and unforeseen circumstances, fixed term appointments shall be for a maximum period of 4 years.
- 11.2.6 Where it is identified by the parties to this Agreement that a fixed term position does not meet the criteria established in this Clause, the Disputes Resolution Procedures may be instigated.

11.3 Casual Employee

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

11.4 Full-Time

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

11.5 Part-Time

- 11.5.1 A part-time employee is a person engaged for less than 38 hours per week. A part time employee may be employed on a fixed term or on an on-going basis.
- 11.5.2 A part-time employee shall be engaged to work a fixed and constant number of hours per fortnight as agreed by MCW and the employee. MCW and the employee shall agree upon the hours to be worked, the days worked and the starting times for the work.
- 11.5.3 By mutual agreement the fixed hours may be varied, such variation to be in writing.
- 11.5.4 A part-time employee shall receive payment on a pro-rata basis for annual leave, long service leave, personal leave and public holidays which fall on a day on which the employee would normally work. Accrued leave entitlements shall be adjusted on the proportion of actual hours worked.
- 11.5.5 A part time employee may work additional hours to their fixed hours by agreement.
- 11.5.6 A part time employee shall only receive overtime payment if they work in excess of the ordinary hours specified for a full time employee.

11.6 Agency employees

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

11.7 Trainee Employment

11.7.1 Trainees may be appointed under a Traineeship as required for maintaining skills within the industry.

11.7.2 The traineeship shall be for a minimum period of 12 months.

11.7.3 The rates of pay for Trainees shall be within the range of Grade 1 to Grade 4 of the MCW Agreement salary structure.

11.7.4 MCW shall provide a Trainee with the conditions of the traineeship in writing and these conditions include;

- the term of the Traineeship
- the course of studies to be undertaken
- the program of on the job training to be undertaken

11.8 Apprenticeship

11.8.1 Apprentices may be appointed in trades classifications as required for maintaining skills within the industry.

11.8.3 Apprenticeships shall be managed in accordance with the Training contract issued by the NSW Department of Education and Training.

11.8.4 MCW shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions include:

- the term of the apprenticeship
- the course of studies to be undertaken
- the program of on the job training to be undertaken

11.9 Term of Appointment

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

PART 3 – HOURS OF WORK

12. Hours of Work

12.1 Ordinary Hours of Work.

12.1.1 Subject to the provisions of this Clause, the ordinary hours of work shall be 38 hours per week to be worked between 6am and 6pm, Monday to Friday.

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

- 12.1.3 The usual starting and finishing times within the spread of hours referred to in Clause 12.1.1 shall be as determined by MCW and will be subject to consultation between MCW and the employee(s). Any such change would only be implemented with reasonable notice being provided.
- 12.1.4 Ordinary working hours of up to 12 hours per day may be worked by mutual agreement between MCW and the employee(s). This is intended to apply temporarily to ensure commitment to customer service and business efficiency.
- 12.1.5 Starting and/or finishing times for ordinary working hours outside the spread of ordinary hours defined in Clause 12.1.1 may be agreed between MCW and the employee(s).

12.2 Arrangement of Hours

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

- 12.2.1 Subject to Clauses 12.2.3 and 12.2.5, the ordinary working hours for all full time employees shall be 76 hours worked over a 9 day fortnight with a rostered day off included in that period.
- 12.2.2 Rostered days off may be taken in a flexible manner on either one of the two Mondays or two Fridays available within the fortnight.
- 12.2.3 By mutual agreement between MCW and the employee(s), alternate ways for the taking of rostered days off may be arranged.
- 12.2.4 At no time shall an employee accumulate more than 5 rostered days off
- 12.2.5 By agreement between MCW and an employee, alternate working hour arrangements such as a 10 day fortnight or a 19 day month may be implemented.

12.3 Meal Breaks

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

12.4 Wet Weather.

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

13. Overtime

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

13.1 General

- 13.1.1 MCW may require an employee to work reasonable overtime.
- 13.1.2 An employee may decline, or MCW may decline individuals, to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 13.1.3 Employees are expected to take responsibility for their own fatigue management and must keep MCW informed of overtime hours they have worked during periods of prolonged overtime.
- 13.1.4 For the purposes of Clause 13.1.2, what is unreasonable or otherwise will be determined by MCW and/or the employee having regard to:
- any risk to the employee or others;
 - the employee's personal circumstances including any family and carer responsibilities;
- 13.1.5 No employee(s) shall work more than 16 hours continuously (e.g. no more than 7.5 hours on top of the normal spread of hours for the day). Periods of prolonged overtime must be followed by the appropriate break in accordance with Clause 13.3. Such double shifts are not to occur more than twice in any pay period.
- 13.1.6 No employee(s) shall, without the prior approval of MCW, work more than 30 hours overtime in any one pay period.
- 13.1.7 MCW reserves the right to instruct employees to cease work if it is considered a potential exposure to risks and safety exists to the employee(s) or others.
- 13.1.8 Except where otherwise provided, all time 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 2 hours and double time thereafter.
- 13.1.9 Where on any day, an employee works overtime immediately prior to the agreed starting time and immediately after the agreed finishing time, the total hours of both periods of overtime shall be taken into account for the purpose of the commencement of double ordinary time rate of pay.
- 13.1.10 Overtime worked on a Saturday shall be paid for at the rate of time and a half for the first 2 hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- 13.1.11 Overtime worked on Sunday shall be paid at the rate of double time.
- 13.1.12 Overtime worked on a Holiday is paid in accordance with subClause 30.4.1
- 13.1.13 Overtime shall be claimed within the pay period the overtime was worked.

- 13.1.14 Where there is prior agreement between MCW and the employee, an employee may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked.

13.2 Call Back

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

13.3 Rest Period after Overtime

This Clause shall apply to all overtime, except for those employees rostered on call (see Clause 14)

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

13.4 Reimbursement of Meal Expenses

- 13.4.1 MCW shall reimburse reasonable expenses for the purchase of a meal where the overtime of 4 hours or more duration is worked.

14. On Call

14.1 Availability

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

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

14.1.2 It shall not be a requirement that an employee on call remain at home, however the employee must be able to be contacted and be able to respond quickly when required.

14.2 On Call Allowance

14.2.1 Employees required to be on call shall be rostered for 7 day blocks and paid a daily allowance at the rates set out in Table 1 Schedule A of Part 11.

14.2.2 In a situation where an employee who is rostered “on-call”, and due to an unavoidable circumstance, arranges for a second employee to fulfil their “on-call” obligations, then MCW will, subject to the “on-call manager” approval of the change only pay one “on-call” allowance per day.

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

14.3 Payment for Call outs

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

14.3.2 The minimum time payable for each call out shall be 1 hour at double time.

14.4 Rest Period After Call Out

14.4.1 An employee required to work overtime within the 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 9 hour period. Any ordinary working time during such absence, shall be paid at ordinary rates.

14.4.2 An employee required to commence work at the usual starting time shall be entitled to double ordinary rates for the equivalent period the employee could have otherwise extended the usual starting time.

14.5 On Call on a Holiday

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

PART 4 – REMUNERATION

15 Rates of Pay

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

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

15.1 Rates of Pay are as defined in Schedule A.

15.2 The salary structure shall consist of skills and responsibilities based on bands and grades, as defined in MCW's accepted Job Evaluation System applicable at the time.

16 Payment of Employees

16.1 Employees are paid fortnightly via electronic transfer within 4 working days from the close of the previous pay period.

16.2 MCW may agree to deduct from the employee's pay such amounts as authorised in writing by the employee.

17 Flexible Remuneration

17.1 MCW will provide opportunities for employees to salary sacrifice a portion of their pre-tax ordinary pay for items deemed by the Australian Taxation Office (ATO) from time to time as exempt benefits.

17.2 In addition, MCW will consider requests from employees to;

- enter into a novated lease arrangement for vehicles, provided the employee meets all costs, including Fringe Benefit Tax
- receive an in-house benefit in the form of a reduction in water account at the ATO approved rate (which will be adjusted from time to time in line with the Australian Taxation Office adjustments) in lieu of receiving the equivalent amount in wages under this agreement.
- salary sacrifice their payments under the MCW Vehicle Lease Back Scheme.

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

18. Superannuation

18.1 MCW shall make superannuation contributions required under Superannuation Guarantee legislation to the Local Government Superannuation Scheme or any other complying fund nominated by the employee. Employees may make additional contributions to a complying fund by way of payroll deduction or salary sacrifice.

19 Wage and Salary Increases

19.1 This Agreement provides for five increases, each to operate from the commencement of the first full pay period occurring after the following dates; 1 November 2007 (existing pay scales will be adjusted to provide uniformity of grades); 1 November 2008 (3.5%); 1 November 2009 (3.5%); 1 November 2010 (4.0%); 1 November 2011 (4.0%).

19.2 All employees will receive, in addition to their existing superannuation arrangements, the following percentage increases; 1 November 2008 (1.0%); 1 November 2009 (1.0%); 1 November 2010 (1.0%); 1 November 2011 (1.0%).

19.3 The additional superannuation contributions referred to in Clause 19.2 will not be absorbed by any future government increases.

20. Employee Loyalty/Attendance Bonus

MCW will on a trial basis introduce an employee bonus scheme based on achieving a reduction in average 'Personal Leave' days taken per employee. This trial will be reviewed after the initial 2 year period to assess the level of reduction in personal leave days taken.

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

20.1 Procedure

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

20.1.2 An employee, upon reaching the minimum balance of personal leave above, may request to be paid an amount that is the equivalent to 50% of the net balance of their personal leave entitlement not taken during the previous financial year.
(Example – annual personal leave entitlement = 18 days, less personal leave taken during previous financial year = 4 days, net balance of untaken personal leave = 14 days, Loyalty/Attendance bonus = 50% of 14 days = 7 days pay at ordinary rates)

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

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

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

20.1.6 In the case of a part time employee the minimum balance in 20.1.1 shall be in the same proportion as the employee's working hours bear to full time hours. Accrued personal

leave entitlements shall be adjusted each year based on the proportion of actual hours worked.

21. Accident Pay

21.1 General

- 21.1.1 "Accident Pay" shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the NSW Workers' Compensation Act, 1987, as amended and the employee's ordinary rate of pay.
- 21.1.2 Accident pay is not payable for the first 26 weeks of period of incapacity.
- 21.1.3 An employee, after a period or periods of incapacity totalling 26 weeks, in respect of a particular illness or injury arising out of, or in the course of, employment under this award, shall be entitled to a further maximum of 26 weeks accident pay.
- 21.1.4 Accident pay shall be payable in respect of a period(s) of any incapacity of an employee only while the employee remains in the employment of MCW
- 21.1.5 An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, sick leave, long service leave or for any paid public holiday in accordance with the appropriate award provisions.

21.2 Medical Examination

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

21.3 Damages or Settlement

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

against that third party the employee will out of such verdict or amount of money repay to MCW the amount of accident pay which MCW has paid or may pay in respect of the injury; and

- 21.3.2.3 An irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against such third party or any amount of money payable to the employee in settlement of any claim for damages made against such third party to pay to MCW the amount of accident pay which MCW has paid or may pay to the employee.

22. Higher Duties

22.1 Higher Duties General

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

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

22.2 Higher Paid Work – Periods of Training

22.2.1 The provisions of this Clause shall not apply to employees who perform the whole or part of higher paid work for the purpose of training.

22.2.2 Provided that such training be in concert with at least one other employee occupying a classification equal to or greater than such higher paid work.

22.2.3 Provided further that such training in the particular higher paid work does not exceed in the aggregate a period of three calendar months

23. No Extra Claims

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

PART 5 – ALLOWANCES & EXPENSES

24. Accommodation and Expenses

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

25 Reimbursement of Telephone Rental and Call Charges

25.1 Where agreed, MCW will reimburse 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.

26 Allowances

26.1 SCADA / Radio Telemetry Diagnosis Dial Up

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

26.2 Use of Private Vehicle

Employees who by agreement use a privately owned motor vehicle a casual basis in the course of or in connection with their employment on are paid for each kilometre travelled an allowance as determined by the Local Government Remunerations Tribunal.

27 Corporate Clothing

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

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

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

PART 6 – LEAVE

28. Personal Leave

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

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

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

- Illness or injury,
- The need to care for their "immediate family",
- Compassionate grounds,

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

28.1 Sick Leave

- 28.1.1 Employees shall be entitled to use their paid personal leave as sick leave subject to the following conditions:
- 28.1.1.1 MCW shall be satisfied that the sickness is such that it justifies the time off; and
 - 28.1.1.2 That the illness or injury does not arise from engaging in other employment; and
 - 28.1.1.3 That a medical certificate shall be required to justify payment after 2 consecutive working days' absence. However a medical certificate may be required for single day absences prior to or after a rostered day off or a Holiday.
 - 28.1.1.4 If a Holiday as prescribed in Clause 30 of this Agreement occurs on an ordinary working day during an employee's period of absence because of sickness, such holidays shall not be counted as sick leave.
 - 28.1.1.5 If a rostered day off occurs during an employee's period of absence because of sickness the rostered day off shall not be counted as sick leave.
- 28.1.2 If MCW is not satisfied that the sickness is such that it justifies the time off, the employee may be required to attend a doctor nominated by MCW at the employer's cost.
- 28.1.3 The parties to this Agreement recognise that unjustifiable absenteeism is a significant impediment to business efficiency and customer service.

- 28.1.3.1 Where it is considered an employee is taking excessive absences or pattern absences MCW may require all further sick leave absences to be covered by medical evidence. Ongoing misuse of sick leave will result in counselling and/or disciplinary procedures.
- 28.1.3.2 It is the employee's responsibility to notify MCW of their inability to attend prior to their usual starting time, and if possible state the nature of the injury or illness and the estimated duration of the absence.
- 28.1.4 Employees who are ill for a minimum of 5 consecutive working days whilst on Annual Leave or Long Service Leave may apply to the General Manager to have the leave re-credited. The employee must provide a medical certificate and be able to demonstrate that their leave was disrupted as a consequence of the illness or injury.
- 28.1.5 Where sick leave entitlements as prescribed have been exhausted an employee may request, in writing, approval for additional sick leave. Any such approval shall be at the discretion of the General Manager.
- 28.1.6 An employee who has been granted paid sick leave, and who in respect of the period of leave receives compensation under any Act or law or settlement, shall reimburse MCW from that compensation any amounts paid for leave, and MCW will re-credited the paid sick leave balance to the employee.
- 28.1.7 In the event of termination of service of an employee on account of ill health, and MCW is satisfied that such ill health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this Clause.
- 28.1.8 Upon the death of an employee MCW shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
- 28.1.9 Payment under this Clause shall not be payable if the injury or illness arises out of or in the course of employment that is compensatory under the NSW Workers Compensation Act, 1987.

28.2 Carers Leave

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

- 28.2.1 An employee with responsibilities in relation to a member of their "immediate family" who needs the employee's care and support, shall be entitled to use their personal leave for absences to provide for care and support for such persons when they are ill or injured. Such leave may be taken as part of a single day.
- 28.2.2 Carer's leave is not intended to be used for long term, ongoing care. In such cases the employee is obligated to investigate appropriate alternative care arrangements where these are reasonably available.
- 28.2.3 This entitlement is subject to employees being responsible for the care and support of the person concerned. In usual circumstances an employee is not entitled to take carer's leave where another person is available to care of the person concerned.
- 28.2.4 The term "immediate family" includes spouse or partner, parent (including foster parent), parents of spouse or partner, grandparent or grandchild, sibling of employee

or spouse / partner (including half, foster and step sibling) child, stepchild, foster child and a relative of the employee who is a member of the same household.

- 28.2.5 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
- 28.2.6 A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;
- 28.2.7 An employee shall, whenever practical, give MCW notice of their intention to take carer's leave, the name of the person requiring care and the relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for an employee to give prior notice of absence, the employee shall notify MCW by telephone of such absence at the first opportunity on the day of absence.
- 28.2.8 An employee must, if required by MCW, verify by production of a medical certificate or a statutory declaration, the illness of the person concerned, and that the illness is such that it requires care by another person.
- 28.2.9 An employee may, with the consent of MCW, use accumulated time in lieu of overtime payment, work "make up time", annual leave or leave without pay for the purpose of Carer's Leave.

28.3 Compassionate Leave

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

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

28.4 Supporting Parental Leave

- 28.4.1 Employees shall be entitled to use up to 5 days of their paid personal leave as supporting parental leave, to be taken at the time their partner gives birth to a child or at the time the employee adopts a child.

29 Parental Leave

Except as otherwise provided for in this Clause, Parental leave shall be in accordance with the provisions of the Workplace Relations Act 1996 as amended. Upon request MCW shall provide an employee with information on Parental Leave entitlements.

29.1 Maternity Leave

- 29.1.1 Full time and part time female employees who have had 12 months continuous service with MCW and female casual employees who have worked with MCW on a regular and systematic basis for at least 12 months, shall be entitled to paid maternity leave as prescribed in this Clause.
- 29.1.2 An employee shall be entitled to a maximum of 14 weeks paid maternity leave or special maternity leave. This leave may be taken as 14 weeks on full pay, or 28 weeks on half pay, or a combination of full and half pay.

- 29.1.3 Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where the employee suffers illness related to the pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- 29.1.4 The employee may choose to commence paid maternity leave before the expected date of the birth.
- 29.1.5 Payment shall be made at the employee's ordinary rate applicable at the commencement of the leave period. Part time employees shall be paid according to their fixed hours of work per week. An eligible casual employee's rate of pay is calculated by averaging the employee's weekly wage in the 12 months immediately prior to starting maternity leave.
- 29.1.6 Paid maternity leave is exclusive of public holidays. Where an employee is being paid at half pay, the public holiday shall also be paid at half pay.
- 29.1.7 The period of paid maternity leave and paid special maternity leave shall count as service with MCW, provided that entitlements shall accrue in proportion to a period of maternity leave on half pay.
- 29.1.8 Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- 29.1.9 The employee shall not engage in any other form of work during the period of paid maternity leave without the approval of the General Manager.
- 29.1.10 In accordance with the provisions relating to Parental Leave in the Industrial Relations Act 1996 (NSW) and the NSW Industrial Relations Commission Family Test Case provisions, an employee may request MCW to consider the following matters in relation to the employee's maternity leave:
- 29.1.10.1 an extension to 8 weeks period of absence for unpaid Paternity Leave simultaneously with spouse's maternity Leave
 - 29.1.10.2 an extension of up to 52 weeks of unpaid maternity leave
 - 29.1.10.3 appointment to a part time position for a period of up to the child reaching school age.

30. Holidays

30.1 Public Holidays

Public Holidays are observed on the following gazetted Public Holidays:

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

30.1.3 Employees are entitled to holidays only if the holiday falls on a day ordinarily worked by the employee

30.2 Additional Holiday and Locally Proclaimed Holidays.

30.2.1 Employees are entitled to an additional holiday each year, to be taken on a day decided in consultation with the Consultative Committee.

30.2.2 To ensure customer service levels and business efficiency are maintained a nominal number of employees will be required for work on the additional holiday and locally proclaimed holidays.

30.2.3 For those employees required to work, payment for the day will be at ordinary time rates with a day off in lieu of the holiday to be added to the employee's annual leave.

30.2.4 This arrangement will occur in consultation between MCW and employees.

30.3 Work on a Public Holiday

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

30.3.1.1 Between usual starting and finishing times – double time for a minimum of 4 hours worked.

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

31. Annual Leave

31.1 Annual leave

31.1.1 Annual leave at the ordinary rate of pay, exclusive of public holidays observed on working days, shall be accrued at the rate of 4 weeks after each 12 months service. Annual Leave shall accrue at the rate of 1/13th of the employee's nominal hours worked in a four week period and credited monthly. "Nominal hours" refers to the employee's specified ordinary hours and shall include additional hours worked by a part time employee. Except as provided for in Clause 31.1.2 of this Clause, Annual Leave shall be taken on its due date by mutual agreement and as soon as possible after each 12 months service.

31.1.2 MCW may, by mutual agreement, require an employee to take annual leave by giving at least 4 weeks prior notification in the following circumstances:-

31.1.2.1 A period of annual close-down of up to and including 4 weeks – Provided that:-

- Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with Clause 31.1.1 of this Clause.
- In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, MCW shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.

- MCW by agreement may approve annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.

31.1.3 Payment to an employee proceeding on annual leave shall be made by MCW at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.

31.1.4 On resignation or termination of employment, MCW shall pay to the employee any accrued annual leave. In addition, the employee shall be paid annual leave on a proportionate basis being 1/13th of the employee's nominal hours worked for each completed week of service. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service.

31.2 Excess Annual leave

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

32 Long Service Leave

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

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

32.2 Long Service Leave entitlements up to the date of effect of this agreement shall remain unchanged. The above accumulation rates commence on the date this agreement comes into force and will not apply retrospectively.

32.3 Subject to Clause 32.1 an employee who has completed at least five years but less than ten years service with MCW shall, on termination of employment, receive the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in fortnightly periods.

32.4 An employee who has completed more than five years service with MCW shall, on termination of employment, receive the monetary equivalent of a proportionate amount of long service leave on the basis of 1.3 weeks for each year of service up to and including ten years, 1.7 weeks for each year of service from 11 years to 15 years inclusive, 2.7 weeks for each year of service from 16 years to 20 years inclusive, and 2.6 weeks for each year of service in excess of 20 years, less such leave already taken, computed in fortnightly periods

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

32.6 Payment to an employee for long service leave shall be made by MCW at the employee's ordinary rate of pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.

- 32.7 There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by MCW as service at the time leave was taken.
- 32.8 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 30, Holidays of this agreement, occurring during the taking of any period of long service leave.
- 32.9 Upon the death of an employee, MCW shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's death.
- 32.10 Where an employee's service is terminated due to a shortage of work or budgetary constraints, or through illness certified by duly qualified medical practitioner, and such employee is re-employed by MCW within 12 months of termination of service, prior service shall be counted for the purpose of this Clause.
- 32.11 At the General Manager's discretion, long service leave may be granted at half pay to an employee

33 Portability of Leave

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

PART 7 – WORK / LIFE BALANCE

34. Work/Life Balance

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

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

Work/life balance measures include the following:

34.1 Job Share

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

34.2 Cultural & Ceremonial Leave

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

34.3 Child Care Expenses Out Of Hours

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

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

34.4 Leave without Pay

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

34.5 Flexible Work Arrangements

- 34.5.1 MCW and an employee may agree on flexible work and leave arrangements provided customer service and operational needs are met.
- 34.5.2 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.

34.6. Jury Service

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

34.7 Attendance at Repatriation Centres

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

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

34.8 Inability to attend for work due to Natural Disaster.

- 34.8.1 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.

35. Staff Development and Performance

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

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

36. Learning and Development

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

The aims of learning and development within MCW are:

- To offer employees appropriate learning opportunities
- To ensure relevant quality of learning
- To develop skills, competencies and objectives as agreed in their individual Performance and Development Plans.
- To produce employees who are skilled for their chosen career path

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

37. Employee Rotation

37.1 General

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

Job rotation is seen as an opportunity:

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

- for MCW to continue to develop a flexible, mobile and well trained workforce thus improving efficiencies and productivity.
- To provide enhanced understanding of job roles across the organisation

37.2 Principles

37.2.1 Rotations will be determined on the basis of:

- Balanced consideration of work program priorities
- Appropriate and relevant training being provided
- Mutually beneficial outcomes for MCW and the employee.

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

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

37.3 Administration

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

38 Flexible Workforce

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

38.2 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 Occupational Health & Safety obligations.

39. Appointments and Promotion

39.1 Appointments and promotion shall be subject to

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

39.1.2 Appointment from the applicants for the position will be selected on merit in consideration of:

- the nature of the duties of the position; and
- the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.

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

39.1.4 Clause 39.1.1 and 39.1.2 above need not apply to an appointment made by MCW by way of demotion or lateral transfer of an existing employee.

39.1.5 MCW may promote an employee to a higher grading or implement an accelerated progression having regard for the employee's performance of the duties, functions, responsibilities and the skill requirements of the position based on work value principles.

40 Disciplinary and Counselling Procedure

- 40.1 An employee, whose work performance or conduct is unsatisfactory or does not meet MCW's code of conduct or written operational standards of MCW, shall be counselled as to the nature of the unsatisfactory performance or conduct and the required standard to be achieved.
- 40.2 Unsatisfactory work performance or conduct shall include, but not limited to, neglect of duties, breach of discipline, unauthorised absenteeism and non compliance with required standards.
- 40.3 The employee shall be given the opportunity to explain their conduct or performance and may agree to meet the required standard.
- 40.4 Counselling should reinforce the standard of work or conduct expected and where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record is to be kept of the counselling provided and the employee may sight and sign the written record and add any notations regarding the contents.
- 40.5 If the agreed standard is not met, the employee will be counselled and given a final written warning that continued failure to meet the standard, over a defined time frame, will result in disciplinary action which may include termination of employment.
- 40.6 Where termination of employment is being seriously contemplated, by agreement as an alternative to termination, the employee may be appointed to another position or place of work.
- 40.7 During the procedures above an employee shall:
- 40.7.1 Have access to their personal file and may take notes and/or obtain copies of the contents of the file
 - 40.7.2 Be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse.
 - 40.7.3 Be entitled to request MCW to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out of date, incomplete or misleading.
 - 40.7.4 Be entitled to request the presence and/or involvement of a representative at any stage.
- 40.8 After complying with the requirements above, MCW may terminate the employee on the grounds of unsatisfactory work performance or unsatisfactory conduct.
- 40.9 MCW has the right to take disciplinary action, including termination of employment, at any time in cases of serious misconduct.

PART 9 – TERMINATION, REDUNDANCY & REDEPLOYMENT

41. Termination of Employment

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

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

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

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

42. Workplace Change and Redundancy

42.1 MCW's Duty to Notify

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

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

42.2 MCW's Duty to Discuss Change

- 42.2.1 MCW shall discuss with the employee(s) affected and their representative(s), the introduction of the changes referred to in Clauses 42.1.1 and 42.1.2, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the

adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their representative in relation to the changes and may reconsider its original decision.

42.2.2 The discussion shall commence as early as practicable after a definite decision has been made by MCW to make the changes referred to in Clause 42.1.1 and 42.1.2.

42.2.3 For the purposes of the discussion, MCW shall provide to the employee(s) concerned and their representative, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

42.3 Discussion before Termination

42.3.1 Where MCW has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to Clause 42.1.1 and 42.1.2 and that decision may lead to the termination of employment, MCW shall hold discussions with the employee directly effected and with their representative.

42.3.2 The discussion shall take place as soon as it is practicable after MCW has made a definite decision which shall invoke the provision of Clause 42.3.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.

42.3.3 For the purposes of the discussion, MCW shall, as soon as practicable, provide to the employee(s) concerned and their representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that MCW shall not be required to disclose confidential information, the disclosure of which would adversely affect MCW.

42.4 Notice to Centrelink

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

42.5 Notice of Termination

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

42.6 Severance Pay

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

42.6.2 In addition to any required period of notice, and subject to Clause 42.6.5, the employee shall be entitled to the following;

COMPLETED YEARS OF SERVICE WITH MCW	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

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

42.7 Employee Redeployment

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

PART 10 – OBLIGATIONS

43. Occupational Health and Safety

43.1 MCW shall provide a safe place of work and work practices in accordance with the provisions of NSW Occupational Health and Safety Act and associated regulations.

43.2 MCW employees shall act in accordance with the above requirements at all times.

44. Employee's Indemnity

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

45. Confidential Information

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

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

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

and

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

46. Intellectual Property

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

46.2 The employee shall immediately disclose to MCW any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the

employee to enable MCW to ascertain whether it was discovered, developed or produced wholly outside and wholly unconnected with the course of employment.

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

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

47. Breach of Agreement

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

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

PART 11 – SCHEDULES

Schedule A – Wage and Salary Tables

TABLE 1 - WEEKLY WAGE RATES

Effective: 1st November, 2007 (see attachment)

TABLE 2 – ALLOWANCES

Allowances

On Call Daily	OD	\$ 25.00
On Call Weekly	OW	\$175.00
SCADA / Radio Telemetry Diagnosis (On Call daily)	DU	\$ 34.00
SCADA / Radio Telemetry Diagnosis (On Call weekly)	DUW	\$238.00

Schedule B – Anti Discrimination Provision

The parties to this Agreement agree that:

- B1 it is their intention to achieve the principal object in paragraph 3 (j) of the Workplace Relations Act 1996, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- B2 any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- B3 nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- B4 nothing in these provisions prohibits:
 - any discriminatory conduct (or conduct have a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - any discriminatory conduct (or conduct having a discriminatory effect) if:
 - B4.1 the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed;
 - B4.2 and the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

Schedule C - Dispute Resolution Procedure

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

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

C6.2 subject to any relevant provisions of any state or territory occupational health and safety law, 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:

C7.1 to obtain a penalty under section 170VV of the Act; or

C7.2 to obtain damages for breaches of an Agreement; or

C7.3 to enforce a provision of the Agreement or Part V1D of the Act (other than an action to enforce section 170VU of the Act); unless

C7.4 the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and

C7.5 either:

C7.5.1 a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or

C7.5.2 mediation was requested by either party and that mediation has been completed

C8 If the matter has not been resolved in accordance with the above procedures, the parties may refer the matter to the New South Wales Industrial Relations Commission in accordance with the Referral Agreement made between the parties to this agreement.

Schedule D - Secure Employment

D1 Objective of this Clause

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

D2 Casual conversion

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

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

D2.3 Any casual employee who has a right to elect under paragraph D2.1 upon receiving notice under paragraph D2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to MCW that he or she seeks to elect to convert this or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, MCW shall consent to or refuse the

election, but shall not unreasonable 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 weeks of receiving written notice from MCW, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

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

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

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

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

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangement are agreed between MCW and the employee.

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

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

D2.9 Disputes Regarding the Application of the Clause.

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

Signatories

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

Date:

Signed for and on behalf of the Association of Professional Engineers, Scientists and Managers, Australia.

Date:

Signed for and on behalf of the Electrical Trades Union of Australia, New South Wales Branch.

Date:

Signed for and on behalf of the MidCoast County Council

Date:

MCW Pay Scale effective 1 November 2007.

<u>Grade</u> A	<u>Entry</u> Weekly	<u>-</u> Hourly	<u>Step 1</u> Weekly	<u>-</u> Hourly	<u>Step 2</u> Weekly	<u>-</u> Hourly	<u>Step 3</u> Weekly	<u>-</u> Hourly	<u>Step 4</u> Weekly	<u>-</u> Hourly	
26	2141.60	56.3579	2248.70	59.1763	2361.10	62.1342	2479.20	65.2421	2603.20	68.5053	Band 5 Executive
25	2039.60	53.6737	2141.60	56.3579	2248.70	59.1763	2361.10	62.1342	2479.20	65.2421	
24	1942.50	51.1184	2039.60	53.6737	2141.60	56.3579	2248.70	59.1763	2361.10	62.1342	
23	1850.00	48.6842	1942.50	51.1184	2039.60	53.6737	2141.60	56.3579	2248.70	59.1763	
22	1761.90	46.3658	1850.00	48.6842	1942.50	51.1184	2039.60	53.6737	2141.60	56.3579	
21	1678.00	44.1579	1761.90	46.3658	1850.00	48.6842	1942.50	51.1184	2039.60	53.6737	Band 4 Experienced Professionals & Specialists
20	1598.10	42.0553	1678.00	44.1579	1761.90	46.3658	1850.00	48.6842	1942.50	51.1184	
19	1522.00	40.0526	1598.10	42.0553	1678.00	44.1579	1761.90	46.3658	1850.00	48.6842	
18	1449.50	38.1447	1522.00	40.0526	1598.10	42.0553	1678.00	44.1579	1761.90	46.3658	
17	1380.50	36.3289	1449.50	38.1447	1522.00	40.0526	1598.10	42.0553	1678.00	44.1579	
16	1314.80	34.6000	1380.50	36.3289	1449.50	38.1447	1522.00	40.0526	1598.10	42.0553	Band 3 Advanced Technical, Semi- professional, & Graduates
15	1252.20	32.9526	1314.80	34.6000	1380.50	36.3289	1449.50	38.1447	1522.00	40.0526	
14	1192.60	31.3842	1252.20	32.9526	1314.80	34.6000	1380.50	36.3289	1449.50	38.1447	
13	1135.80	29.8895	1192.60	31.3842	1252.20	32.9526	1314.80	34.6000	1380.50	36.3289	
12	1081.70	28.4658	1135.80	29.8895	1192.60	31.3842	1252.20	32.9526	1314.80	34.6000	
11	1030.20	27.1105	1081.70	28.4658	1135.80	29.8895	1192.60	31.3842	1252.20	32.9526	Band 2 Operational, Administration, Technical & Trades
10	981.10	25.8184	1030.20	27.1105	1081.70	28.4658	1135.80	29.8895	1192.60	31.3842	
9	934.40	24.5895	981.10	25.8184	1030.20	27.1105	1081.70	28.4658	1135.80	29.8895	
8	889.90	23.4184	934.40	24.5895	981.10	25.8184	1030.20	27.1105	1081.70	28.4658	
7	847.50	22.3026	889.90	23.4184	934.40	24.5895	981.10	25.8184	1030.20	27.1105	
6	807.10	21.2395	847.50	22.3026	889.90	23.4184	934.40	24.5895	981.10	25.8184	

5	768.70	20.2289	807.10	21.2395	847.50	22.3026	889.90	23.4184	934.40	24.5895	Band 1 Trainee & Apprentices (Progression will be by annual increment Through grades 1 to 4)
4	732.10	19.2658	768.70	20.2289	807.10	21.2395	847.50	22.3026	889.90	23.4184	
3	697.20	18.3474	732.10	19.2658	768.70	20.2289	807.10	21.2395	847.50	22.3026	
2	664.00	17.4737	697.20	18.3474	732.10	19.2658	768.70	20.2289	807.10	21.2395	
1	632.40	16.6421	664.00	17.4737	697.20	18.3474	732.10	19.2658	768.70	20.2289	
Applies to Band 1 Grades 1 - 4	Ages 15-17		Ages 18-21 (or HSC)		Ages 22-25 or 2-4 years Job related experience		Ages 26-29 or 5-8 years Job related experience		Age 30 & over or greater than 9 years Job related experience		

MCW Pay Scale effective 1 November 2008

Grade A	Entry Weekly	Hourly	Step 1 Weekly	Hourly	Step 2 Weekly	Hourly	Step 3 Weekly	Hourly	Step 4 Weekly	Hourly
26	2217.20	58.3474	2328.10	61.2658	2444.50	64.3289	2566.70	67.5447	2695.00	70.9211
25	2111.60	55.5684	2217.20	58.3474	2328.10	61.2658	2444.50	64.3289	2566.70	67.5447
24	2011.00	52.9211	2111.60	55.5684	2217.20	58.3474	2328.10	61.2658	2444.50	64.3289
23	1915.20	50.4000	2011.00	52.9211	2111.60	55.5684	2217.20	58.3474	2328.10	61.2658
22	1824.00	48.0000	1915.20	50.4000	2011.00	52.9211	2111.60	55.5684	2217.20	58.3474
21	1737.10	45.7132	1824.00	48.0000	1915.20	50.4000	2011.00	52.9211	2111.60	55.5684
20	1654.40	43.5368	1737.10	45.7132	1824.00	48.0000	1915.20	50.4000	2011.00	52.9211
19	1575.60	41.4632	1654.40	43.5368	1737.10	45.7132	1824.00	48.0000	1915.20	50.4000
18	1500.60	39.4895	1575.60	41.4632	1654.40	43.5368	1737.10	45.7132	1824.00	48.0000

17	1429.10	37.6079	1500.60	39.4895	1575.60	41.4632	1654.40	43.5368	1737.10	45.7132
16	1361.00	35.8158	1429.10	37.6079	1500.60	39.4895	1575.60	41.4632	1654.40	43.5368
15	1296.20	34.1105	1361.00	35.8158	1429.10	37.6079	1500.60	39.4895	1575.60	41.4632
14	1234.50	32.4868	1296.20	34.1105	1361.00	35.8158	1429.10	37.6079	1500.60	39.4895
13	1175.70	30.9395	1234.50	32.4868	1296.20	34.1105	1361.00	35.8158	1429.10	37.6079
12	1119.70	29.4658	1175.70	30.9395	1234.50	32.4868	1296.20	34.1105	1361.00	35.8158
11	1066.40	28.0632	1119.70	29.4658	1175.70	30.9395	1234.50	32.4868	1296.20	34.1105
10	1015.60	26.7263	1066.40	28.0632	1119.70	29.4658	1175.70	30.9395	1234.50	32.4868
9	967.20	25.4526	1015.60	26.7263	1066.40	28.0632	1119.70	29.4658	1175.70	30.9395
8	921.10	24.2395	967.20	25.4526	1015.60	26.7263	1066.40	28.0632	1119.70	29.4658
7	877.20	23.0842	921.10	24.2395	967.20	25.4526	1015.60	26.7263	1066.40	28.0632
6	835.40	21.9842	877.20	23.0842	921.10	24.2395	967.20	25.4526	1015.60	26.7263
5	795.60	20.9368	835.40	21.9842	877.20	23.0842	921.10	24.2395	967.20	25.4526
4	757.70	19.9395	795.60	20.9368	835.40	21.9842	877.20	23.0842	921.10	24.2395
3	721.60	18.9895	757.70	19.9395	795.60	20.9368	835.40	21.9842	877.20	23.0842
2	687.20	18.0842	721.60	18.9895	757.70	19.9395	795.60	20.9368	835.40	21.9842
1	654.50	17.2237	687.20	18.0842	721.60	18.9895	757.70	19.9395	795.60	20.9368
Applies to Band 1 Grades 1 - 4	Ages 15-17		Ages 18-21 (or HSC)		Ages 22-25 or 2-4 years Job related experience		Ages 26-29 or 5-8 years Job related experience		Age 30 & over or greater than 9 years Job related experience	

TABLE 2

Allowances

On Call Daily	OD	\$25.90
On Call Weekly	OW	\$181.30
SCADA/Telemetry Diagnosis (On Call Daily)	DU	\$35.20
SCADA/Telemetry Diagnosis (On Call Weekly)	DUW	\$246.30

MCW Pay Scale effective 1 November 2009.

<u>Grade</u> A	<u>Entry</u> Weekly	- Hourly	<u>Step 1</u> Weekly	- Hourly	<u>Step 2</u> Weekly	- Hourly	<u>Step 3</u> Weekly	- Hourly	<u>Step 4</u> Weekly	- Hourly
26	2293.90	60.3658	2408.60	63.3842	2529.00	66.5526	2655.50	69.8816	2788.30	73.3763
25	2184.70	57.4921	2293.90	60.3658	2408.60	63.3842	2529.00	66.5526	2655.50	69.8816
24	2080.70	54.7553	2184.70	57.4921	2293.90	60.3658	2408.60	63.3842	2529.00	66.5526
23	1981.60	52.1474	2080.70	54.7553	2184.70	57.4921	2293.90	60.3658	2408.60	63.3842
22	1887.20	49.6632	1981.60	52.1474	2080.70	54.7553	2184.70	57.4921	2293.90	60.3658
21	1797.30	47.2974	1887.20	49.6632	1981.60	52.1474	2080.70	54.7553	2184.70	57.4921
20	1711.70	45.0447	1797.30	47.2974	1887.20	49.6632	1981.60	52.1474	2080.70	54.7553
19	1630.20	42.9000	1711.70	45.0447	1797.30	47.2974	1887.20	49.6632	1981.60	52.1474
18	1552.60	40.8579	1630.20	42.9000	1711.70	45.0447	1797.30	47.2974	1887.20	49.6632
17	1478.70	38.9132	1552.60	40.8579	1630.20	42.9000	1711.70	45.0447	1797.30	47.2974
16	1408.30	37.0605	1478.70	38.9132	1552.60	40.8579	1630.20	42.9000	1711.70	45.0447
15	1341.20	35.2947	1408.30	37.0605	1478.70	38.9132	1552.60	40.8579	1630.20	42.9000
14	1277.30	33.6132	1341.20	35.2947	1408.30	37.0605	1478.70	38.9132	1552.60	40.8579
13	1216.50	32.0132	1277.30	33.6132	1341.20	35.2947	1408.30	37.0605	1478.70	38.9132
12	1158.60	30.4895	1216.50	32.0132	1277.30	33.6132	1341.20	35.2947	1408.30	37.0605
11	1103.40	29.0368	1158.60	30.4895	1216.50	32.0132	1277.30	33.6132	1341.20	35.2947

10	1050.90	27.6553	1103.40	29.0368	1158.60	30.4895	1216.50	32.0132	1277.30	33.6132
9	1000.90	26.3395	1050.90	27.6553	1103.40	29.0368	1158.60	30.4895	1216.50	32.0132
8	953.20	25.0842	1000.90	26.3395	1050.90	27.6553	1103.40	29.0368	1158.60	30.4895
7	907.80	23.8895	953.20	25.0842	1000.90	26.3395	1050.90	27.6553	1103.40	29.0368
6	864.60	22.7526	907.80	23.8895	953.20	25.0842	1000.90	26.3395	1050.90	27.6553
5	823.40	21.6684	864.60	22.7526	907.80	23.8895	953.20	25.0842	1000.90	26.3395
4	784.20	20.6368	823.40	21.6684	864.60	22.7526	907.80	23.8895	953.20	25.0842
3	746.90	19.6553	784.20	20.6368	823.40	21.6684	864.60	22.7526	907.80	23.8895
2	711.30	18.7184	746.90	19.6553	784.20	20.6368	823.40	21.6684	864.60	22.7526
1	677.40	17.8263	711.30	18.7184	746.90	19.6553	784.20	20.6368	823.40	21.6684
Applies to Band 1 Grades 1 - 4	Ages 15-17		Ages 18-21 (or HSC)		Ages 22-25 or 2-4 years Job related experience		Ages 26-29 or 5-8 years Job related experience		Age 30 & over or greater than 9 years Job related experience	

TABLE 2

Allowances

On Call Daily	OD	\$26.80
On Call Weekly	OW	\$187.60
SCADA/Telemetry Diagnosis (On Call Daily)	DU	\$36.40
SCADA/Telemetry Diagnosis (On Call Weekly)	DUW	\$254.80

MCW Pay Scale effective 1 November 2010

<u>Grade</u> A	<u>Entry</u> Weekly	<u>-</u> Hourly	<u>Step 1</u> Weekly	<u>-</u> Hourly	<u>Step 2</u> Weekly	<u>-</u> Hourly	<u>Step 3</u> Weekly	<u>-</u> Hourly	<u>Step 4</u> Weekly	<u>-</u> Hourly
26	2385.50	62.7763	2504.80	65.9158	2630.00	69.2105	2761.50	72.6711	2899.60	76.3053
25	2271.90	59.7868	2385.50	62.7763	2504.80	65.9158	2630.00	69.2105	2761.50	72.6711
24	2163.70	56.9395	2271.90	59.7868	2385.50	62.7763	2504.80	65.9158	2630.00	69.2105
23	2060.70	54.2289	2163.70	56.9395	2271.90	59.7868	2385.50	62.7763	2504.80	65.9158
22	1962.60	51.6474	2060.70	54.2289	2163.70	56.9395	2271.90	59.7868	2385.50	62.7763
21	1869.10	49.1868	1962.60	51.6474	2060.70	54.2289	2163.70	56.9395	2271.90	59.7868
20	1780.10	46.8447	1869.10	49.1868	1962.60	51.6474	2060.70	54.2289	2163.70	56.9395
19	1695.30	44.6132	1780.10	46.8447	1869.10	49.1868	1962.60	51.6474	2060.70	54.2289
18	1614.60	42.4895	1695.30	44.6132	1780.10	46.8447	1869.10	49.1868	1962.60	51.6474
17	1537.70	40.4658	1614.60	42.4895	1695.30	44.6132	1780.10	46.8447	1869.10	49.1868
16	1464.50	38.5395	1537.70	40.4658	1614.60	42.4895	1695.30	44.6132	1780.10	46.8447
15	1394.80	36.7053	1464.50	38.5395	1537.70	40.4658	1614.60	42.4895	1695.30	44.6132
14	1328.40	34.9579	1394.80	36.7053	1464.50	38.5395	1537.70	40.4658	1614.60	42.4895
13	1265.10	33.2921	1328.40	34.9579	1394.80	36.7053	1464.50	38.5395	1537.70	40.4658
12	1204.90	31.7079	1265.10	33.2921	1328.40	34.9579	1394.80	36.7053	1464.50	38.5395
11	1147.50	30.1974	1204.90	31.7079	1265.10	33.2921	1328.40	34.9579	1394.80	36.7053
10	1092.90	28.7605	1147.50	30.1974	1204.90	31.7079	1265.10	33.2921	1328.40	34.9579

9	1040.90	27.3921	1092.90	28.7605	1147.50	30.1974	1204.90	31.7079	1265.10	33.2921
8	991.30	26.0868	1040.90	27.3921	1092.90	28.7605	1147.50	30.1974	1204.90	31.7079
7	944.10	24.8447	991.30	26.0868	1040.90	27.3921	1092.90	28.7605	1147.50	30.1974
6	899.10	23.6605	944.10	24.8447	991.30	26.0868	1040.90	27.3921	1092.90	28.7605
5	856.30	22.5342	899.10	23.6605	944.10	24.8447	991.30	26.0868	1040.90	27.3921
4	815.50	21.4605	856.30	22.5342	899.10	23.6605	944.10	24.8447	991.30	26.0868
3	776.70	20.4395	815.50	21.4605	856.30	22.5342	899.10	23.6605	944.10	24.8447
2	739.70	19.4658	776.70	20.4395	815.50	21.4605	856.30	22.5342	899.10	23.6605
1	704.50	18.5395	739.70	19.4658	776.70	20.4395	815.50	21.4605	856.30	22.5342
Applies to Band 1 Grades 1 - 4	Ages 15-17		Ages 18-21 (or HSC)		Ages 22-25 or 2-4 years Job related experience		Ages 26-29 or 5-8 years Job related experience		Age 30 & over or greater than 9 years Job related experience	

TABLE 2

Allowances

On Call Daily	OD	\$27.90
On Call Weekly	OW	\$195.30
SCADA/Telemetry Diagnosis (On Call Daily)	DU	\$37.90
SCADA/Telemetry Diagnosis (On Call Weekly)	DUW	\$265.30

MCW Pay Scale effective 1 November 2011

<u>Grade</u> A	<u>Entry</u> Weekly	<u>-</u> Hourly	<u>Step 1</u> Weekly	<u>-</u> Hourly	<u>Step 2</u> Weekly	<u>-</u> Hourly	<u>Step 3</u> Weekly	<u>-</u> Hourly	<u>Step 4</u> Weekly	<u>-</u> Hourly
26	2481.50	65.3026	2605.60	68.5684	2735.90	71.9974	2872.70	75.5974	3016.30	79.3763
25	2363.30	62.1921	2481.50	65.3026	2605.60	68.5684	2735.90	71.9974	2872.70	75.5974
24	2250.80	59.2316	2363.30	62.1921	2481.50	65.3026	2605.60	68.5684	2735.90	71.9974
23	2143.60	56.4105	2250.80	59.2316	2363.30	62.1921	2481.50	65.3026	2605.60	68.5684
22	2041.50	53.7237	2143.60	56.4105	2250.80	59.2316	2363.30	62.1921	2481.50	65.3026
21	1944.30	51.1658	2041.50	53.7237	2143.60	56.4105	2250.80	59.2316	2363.30	62.1921
20	1851.70	48.7289	1944.30	51.1658	2041.50	53.7237	2143.60	56.4105	2250.80	59.2316
19	1763.50	46.4079	1851.70	48.7289	1944.30	51.1658	2041.50	53.7237	2143.60	56.4105
18	1679.50	44.1974	1763.50	46.4079	1851.70	48.7289	1944.30	51.1658	2041.50	53.7237
17	1599.50	42.0921	1679.50	44.1974	1763.50	46.4079	1851.70	48.7289	1944.30	51.1658
16	1523.30	40.0868	1599.50	42.0921	1679.50	44.1974	1763.50	46.4079	1851.70	48.7289
15	1450.80	38.1789	1523.30	40.0868	1599.50	42.0921	1679.50	44.1974	1763.50	46.4079
14	1381.70	36.3605	1450.80	38.1789	1523.30	40.0868	1599.50	42.0921	1679.50	44.1974
13	1315.90	34.6289	1381.70	36.3605	1450.80	38.1789	1523.30	40.0868	1599.50	42.0921
12	1253.20	32.9789	1315.90	34.6289	1381.70	36.3605	1450.80	38.1789	1523.30	40.0868
11	1193.50	31.4079	1253.20	32.9789	1315.90	34.6289	1381.70	36.3605	1450.80	38.1789

10	1136.70	29.9132	1193.50	31.4079	1253.20	32.9789	1315.90	34.6289	1381.70	36.3605
9	1082.60	28.4895	1136.70	29.9132	1193.50	31.4079	1253.20	32.9789	1315.90	34.6289
8	1031.00	27.1316	1082.60	28.4895	1136.70	29.9132	1193.50	31.4079	1253.20	32.9789
7	981.90	25.8395	1031.00	27.1316	1082.60	28.4895	1136.70	29.9132	1193.50	31.4079
6	935.10	24.6079	981.90	25.8395	1031.00	27.1316	1082.60	28.4895	1136.70	29.9132
5	890.60	23.4368	935.10	24.6079	981.90	25.8395	1031.00	27.1316	1082.60	28.4895
4	848.20	22.3211	890.60	23.4368	935.10	24.6079	981.90	25.8395	1031.00	27.1316
3	807.80	21.2579	848.20	22.3211	890.60	23.4368	935.10	24.6079	981.90	25.8395
2	769.30	20.2447	807.80	21.2579	848.20	22.3211	890.60	23.4368	935.10	24.6079
1	732.70	19.2816	769.30	20.2447	807.80	21.2579	848.20	22.3211	890.60	23.4368
Applies to Band 1 Grades 1 - 4	Ages 15-17		Ages 18-21 (or HSC)		Ages 22-25 or 2-4 years Job related experience		Ages 26-29 or 5-8 years Job related experience		Age 30 & over or greater than 9 years Job related experience	

TABLE 2

Allowances

On Call Daily	OD	\$29.00
On Call Weekly	OW	\$203.00
SCADA/Telemetry Diagnosis (On Call Daily)	DU	\$39.40
SCADA/Telemetry Diagnosis (On Call Weekly)	DUW	\$275.80