SYDNEY WATER ENTERPRISE AGREEMENT 2009

1. TITLE
This agreement shall be known as the Sydney Water Enterprise Agreement 2009 (“Agreement”).

2. ARRANGEMENT
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3. **TERM AND COVERAGE**

3.1. This Agreement will come into force when approved by Fair Work Australia and will remain in force up until 30 June 2012.

3.2. This Agreement shall be binding upon:

- The Employer; and

- all employees of the Employer except for employees engaged as and performing the duties of either:
  - Electrical Tradespeople, or
  - Mechanical Tradespeople, or
  - Apprentices, or
  - Senior Managers classified by the Employer in pay band 3 or above of the Senior Manager pay scale.

4. **STATEMENT OF INTENT**

This Agreement sets out employment terms and conditions for the Employer’s employees.

This Agreement should not be interpreted in a way that would hinder Sydney Water Corporation’s pursuit of the following objectives:
• delivering essential and sustainable water services for the benefit of the community;
• protecting the environment; and
• protecting public health.

All parties agree to work together to continually improve productivity, flexibility and customer service to ensure that Sydney Water Corporation is a successful business. To facilitate this process, all employees will demonstrate Sydney Water's key behaviours of honesty, teamwork, personal responsibility and being achievement driven.

The parties to this Agreement recognise the mutual benefit to be gained from:
• Assisting employees to balance their work and private commitments;
• Providing an environment that is free from bullying, harassment and discrimination;
• Operating a workplace that is safe;
• Making the most efficient use of resources and supporting innovation;
• Respecting and valuing diversity;
• Ensuring freedom of association.

The Employer acknowledges the right of employees to be represented by their union in relation to Occupational, Health and Safety, their industrial interests and in negotiating industrial change.

5. DEFINITIONS

“Base rate of pay” means an employee’s current hourly rate of pay exclusive of any penalties, allowances, disability payments or loadings (including but not limited to shift penalties, overtime loadings and callout/remote access loadings).

“day” in relation to the accrual of leave means average weekly ordinary hours divided by 5

“Deep Ocean Outfall STPs” means, collectively or singly, Malabar Sewage Treatment Plant, North Head Sewage Treatment Plant and Bondi Sewage Treatment Plant.

“due date” in relation to parental leave means the expected date of birth of the child.

“Employer” means Sydney Water Corporation.

“Follow-the-job” means where employees:
 a) do not have a recognised office or depot; and
 b) are required to work at a place other than a recognised office or depot; and
 c) the Employer does not provide transport.

“Former Wages Division Positions” means positions whose conditions of employment were governed by the Water and Sewerage Employees Wages Division
(Metropolitan) Award or the Water and Sewerage (casual Wages Staff) Award prior to 26 June 1994.

“Home” shall mean the place to which the employee returns and sleeps each night whilst employed on a particular job to and from which they are required to travel.

“parental leave” means all of the following either singly or collectively:
   a) unpaid parental leave
   b) paid maternity leave
   c) paid partners leave
   d) paid adoption leave

“Recognised office or depot” means all premises occupied by the Employer other than temporary construction site accommodation erected on a construction site for the exclusive use of a construction workforce.

“Regions” means the area within geographical or operational boundaries, as determined by the Employer from time to time.

“Senior Manager” means an employee who is engaged, either separately to this Agreement or in accordance with clause 49, under an individual common law contract regardless of the duties that they perform.

“Sent temporarily to work away” means where employees are required to report to a work location other than their recognised office or depot for a specified period which does not contemplate a permanent placement.

“service” means all service recognised by the Employer.

“span of hours” means 7:00am until 6:00pm Monday to Friday.

“STPs” means, collectively or singly, sewage treatment plants.

“Union” or “Unions” means either singly or collectively:
   a) the Association of Professional Engineers, Scientists and Managers, Australia (APESMA)
   b) the Australian Manufacturing Workers Union (AMWU)
   c) the Australian Services Union (ASU)
   d) the Electrical Trades Union (ETU)

6. CONTRACT OF EMPLOYMENT
6.1. Categories of Employment
6.1.1. Employees will be employed on a permanent, fixed term or casual basis. Permanent and fixed term employees can be employed to work either full-time or part-time hours.

6.2. Full-Time Employees
6.2.1. A “full-time employee” means an employee who is employed to work all ordinary hours in accordance with subclause 11.2.1(a) or 11.2.1(b).
6.3. **Part-Time Employees**

6.3.1. A “part-time employee” means an employee who is employed to work ordinary hours that are less than the average weekly ordinary hours worked by full-time employees.

6.3.2. The daily hours to be worked and the days of the week to be worked by part-time employees (including temporary part-time arrangements of full-time employees) must be agreed in writing between the employee and their manager. The ordinary hours will be worked Monday to Friday.

6.3.3. Part-time employees will be entitled to overtime where the hours worked exceed their contracted daily ordinary hours. Payment will be at the rate prescribed in Clause 17 (Overtime).

6.4. **Casual Employment**

6.4.1. Casual employees are employed to perform irregular, seasonal or on-call work. They are not eligible for any entitlements under this Agreement except as otherwise expressly provided in this Agreement and, in particular, as provided for in this subclause.

6.4.2. Casual employees are employed on an hourly basis and paid as such.

6.4.3. Casual employees will be paid a loading of 20 per cent of their hourly rate in lieu of all other entitlements otherwise available to employees.

6.4.4. Casual employees will only be entitled to payment for overtime in accordance with clause 17 of this Agreement when the maximum weekly ordinary hours are exceeded.

6.5. **Casual Conversion**

6.5.1. A casual employee engaged on a regular and systematic basis may, within 4 weeks of completing 6 months of such employment, provide the Employer with a written election to have their ongoing contract of employment converted to permanent employment if their employment is to continue beyond the conversion process prescribed by this subclause.

6.5.2. The Employer may only refuse a request to convert if it is reasonable to do so.

6.5.3. The Employer must respond to all requests made under this subclause:
   a) within four weeks, and
   b) in writing, and
   c) where a request is granted, including details of whether the employee will convert to full-time or part-time employment, or
   d) where a request is refused, including any reasons for the refusal.

6.5.4. The Employer must provide all casual employees with notice in writing of the provisions of this subclause (6.5) prior to their attainment of 6 months of
employment, however failure of the employer to provide this notice does not affect any of the other rights or obligations set out in the subclause.

6.6. **Medical or Other Assessment of Fitness for Work**
6.6.1. A person may not be eligible for employment by the Employer or appointment to a position under this Agreement unless that person has, where required by the Employer, passed an assessment of fitness for work, conducted by a qualified medical practitioner nominated by the Employer.

6.6.2. Where the Employer has a reasonable concern regarding an employee’s ongoing fitness for work, it may direct the employee to attend medical assessment(s) (including physical, psychological and occupational assessments) arranged and paid for by the Employer to determine the employee’s fitness for work.

6.7. **Position and Duties**
6.7.1. Employees will be appointed to a position and will work where nominated from time to time by the Employer.

6.7.2. Employees must comply with all lawful and reasonable directions given by the Employer.

6.7.3. All employees will be required to perform the full range of related work activities equivalent to their appointed position and field of employment. Employees may also be required to perform duties of a lesser nature. While employees may be required to perform ‘lower duties’ this principle is not to be used as a means of deskilling any individual or group.

6.8. **Probationary Period**
6.8.1. The employment of all new employees will be subject to a three month probationary period.

6.8.2. During the Probationary Period the Employer or the employee may terminate the employee’s employment for any reason by providing two weeks’ notice in writing.

6.8.3. The Employer may elect to provide an employee with payment in lieu of all or part of the period of notice of termination.

6.9. **Termination of Employment**
6.9.1. The Employer may terminate an employee’s employment at any time by providing the following period of notice, as relevant, in writing:

<table>
<thead>
<tr>
<th>Length of employee’s continuous service</th>
<th>Period of notice</th>
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<tbody>
<tr>
<td>Not more than 3 years</td>
<td>2 weeks</td>
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<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
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<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
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6.9.2. Employees who are over 45 years old and have completed at least two years of continuous service are entitled to an additional week of notice in excess of the amounts specified in clause 6.9.1.

6.9.3. The Employer may elect to provide the relevant employee with payment in lieu of all or part of the appropriate period of notice of termination.

6.9.4. Employees may terminate their employment at any time by providing the Employer with two weeks notice in writing. If an employee fails to give the relevant period of notice, the Employer may withhold monies due to the employee up to an amount equal to the notice period.

6.9.5. Employees who are working out a period of notice of termination and are absent from duty without providing reasonable excuse to the Employer, will be deemed to have abandoned their employment and will not be entitled to pay in respect of the balance of the period of notice.

6.10 Misconduct
6.10.1 The Employer will investigate and determine matters in relation to any alleged misconduct.

6.10.2 During any investigation by the Employer the rules of natural justice will apply.

6.10.3 Nothing will prohibit the Employer suspending from duty an employee for alleged misconduct, where the Employer deems it necessary to further investigate the alleged misconduct.

6.10.4 The employer may defer payment for any day or part of a day during any period of suspension but only up to a maximum period of 14 calendar days.

6.10.5 Where an investigation determines that an employee suspended without pay for alleged misconduct is not guilty of the alleged misconduct, the employee will receive any payments deferred during the period of suspension.

6.10.6 Where an investigation determines that an employee has committed misconduct, the employee may not be entitled to receive any remuneration deferred during any period of suspension and the Employer may:
   a) terminate the employee’s employment in accordance with either subclause 6.9 or 6.11; or
   b) regress the employee to a lower rate of pay; or
   c) subject the employee to other action as the Employer deems appropriate,

6.11 Summary Dismissal
6.11.1 Where it has been established to the satisfaction of the Employer that an employee has been guilty of serious misconduct, the Employer may summarily dismiss without notice.

6.12 Abandonment of Employment
6.12.1 Employees who are absent from work for a continuous period exceeding five working days without notification to the Employer will be regarded as having abandoned their employment.

6.12.2 After the five days referred to in subclause 6.12.1 have elapsed in relation to a particular employee’s absence, the Employer must give the employee written notice that their employment will be terminated from the first date of absence unless reasonable excuse for the absence is provided. This written notice will be sent to the employee at the address last known to the employer. The employee will be given a period of not less than five working days from the date the written notice is first sent to respond to the Employer and provide any excuse.

6.12.3 If the employee fails to respond, the employee’s employment will be taken to have ended from the first day of absence.

6.13. Redundancy and Redeployment
6.13.1. All cases of redundancy or redeployment that occur during the nominal life of this agreement will be managed in accordance with the Sydney Water Redundancy and Redeployment policy as reproduced in Schedule 1 of this agreement.

6.14. Payment of Monies Due
6.14.1. Employees will be paid fortnightly for hours worked.

6.14.2. The Employer may make payment, less any deductions as may be authorised by the employee or required by law by paying the full amount of any balance due into a credit union, building society or bank account of the employee’s choice.

6.14.3. Any payments in addition to an employee’s pay, made under the provisions of this Agreement (eg. overtime, allowances, shift penalties, etc), will be made within three pay periods.

6.14.4. No variation will be made to pay unless it is properly authorised, in writing.

6.15. Employer's Right to Deduct Pay and Time Lost
6.15.1. No deduction will be made for time lost due to the fault of the Employer.

6.15.2. Where inclement weather affects the ability of employees to perform their duties, no deduction from pay will be made for time lost provided employees:
   a) continue to work until the supervisor orders work to cease; and
   b) stand-by as directed by supervisor; and
      (i) re-commence duty when directed by supervisor; or
      (ii) if not directed to re-commence duty for the remainder of the day, stand-by until work has been officially abandoned for that day.

6.16. Overtime and Shift
For the purpose of meeting the needs of its business the Employer may require any employee to work reasonable overtime (subject to subclause 17.3 (Reasonable Overtime)), including work on Saturdays, Sundays and Public Holidays or shift work at the rates prescribed by this Agreement.

7. PAY
7.1. Pay Structure
7.1.1. There are seventeen Pay Levels.

7.1.2. Each Pay Level includes a number of Pay Points, as specified in Schedule 2 to this agreement.

7.1.3. Positions will be assigned to:
   a) a Pay Level by job evaluation, or
   b) a Pay Band in accordance with a Competency Program, or
   c) either the undergraduate or graduate Pay Scale in accordance with subclause 7.3, or
   d) a Senior Manager Pay Band.

7.1.4. Where a Competency Program is introduced in relation to a position that has previously been assigned to a Pay Level by job evaluation the work value that is assigned to that position under the Competency Program will be verified through the job evaluation process.

7.2. Appointments
7.2.1. This subclause (7.2) applies to all positions, except positions covered by Competency Programs and Undergraduate or Graduate positions.

7.2.2. When appointed to a position, employees will be assigned to the applicable Pay Level. Appointment between the specified low and mid points may be made where the appointee does not have or has not yet demonstrated the skills or experience required for the position.

7.2.3. Where appointment has been made to a lower point, an employee may progress to the specified mid-point within 12 months from the original appointment, subject to satisfactory performance in all aspects of the position.

7.2.4. Where progression for an employee is rejected, the reasons for such rejection must be stated in writing and provided to the employee. In such cases, the employee has a right of appeal, and where unsuccessful shall subsequently be reviewed six months after the original review.

7.2.5. Subject to the provisions of this subclause (7.2) and subclause (7.5), employees will be paid at or above the specified Mid point of the applicable Pay Level.

7.3. Undergraduates and Graduates
7.3.1. The pay scales for Undergraduates and Graduates are specified in Schedule 3 of this agreement.
7.3.2. Employees engaged as Undergraduates or as Graduates will be initially appointed to a Pay Point within the appropriate scale as determined by the Employer.

7.3.3. Employees appointed to either of these scales will be eligible to progress annually in line with the appropriate scale, subject to:
   a) satisfactory performance of the employee concerned at the existing pay point.
   b) the experience and demonstrated ability of the employee concerned.
   c) the capacity of the employee to undertake more responsible work.
   d) the availability of work.

7.3.4. Where progression for an employee is rejected, the reasons for such rejection must be stated in writing and provided to the employee. In such cases, the employee has a right of appeal, and where unsuccessful, shall subsequently be reviewed six months after the original review.

7.4. Pay Increases
7.4.1. The Pay Levels and Pay Points specified in Schedule 2 and Schedule 3 are inclusive of the following increases:
   a) 4% effective from 1 July 2009, and
   b) 4% effective from 1 July 2010, and
   c) 4% effective 1 July 2011.

7.5. Regression
7.5.1. All employees, including those in competency schemes, will be subject to performance management.

7.5.2. Employees may be regressed as a result of poor performance (including failure to perform at the paid competency level) or disciplinary action, provided that:
   a) the regressed employee’s performance and skills attainment are monitored on a regular basis with training, support and counselling being provided when necessary; or
   b) the regressed employee’s pay is not reduced before the Employer’s Disciplinary Process has been completed, and in any case, is not reduced before the employee is given an adequate opportunity to improve their performance.

7.5.3. The employee may appeal against a decision to reduce their pay to the relevant General Manager or a nominated authorised employee.

7.5.4. The employee will be entitled to a further review after a reasonable period of time as determined by the Employer.

8. COMPETENCY PROGRAMS
8.1. General
8.1.1. To improve organisational capability, learning and career development the Employer may implement Competency Programs for different work groups or occupational groups.

8.1.2. All Competency Programs must comply with the Competency Program Principles in Schedule 4 to this agreement.

8.2. **Development and Implementation**

8.2.1. Where the employer proposes to introduce a Competency Program it will do so according to the procedure set out in this subclause (8.2).

8.2.2. It is the agreed intention of the parties in designing Competency Programs that no employee will be disadvantaged by virtue of the implementation of those Competency Programs.

8.2.3. When a decision is made to implement a Competency Program the Employer will firstly identify the specific work group or occupational group to be covered by the proposed Competency Program.

8.2.4. The Employer will then establish a Competency Program Development Committee (the Committee) in relation to the identified work group or occupational group.

8.2.5. The Committee will be large enough to ensure that it is broadly representative of the identified work group or occupational group and will be comprised of an equal number of employees and Employer representatives one of whom will act as the convenor.

8.2.6. The Employer will then approach the group of employees that will be covered by the proposed Competency Program and call for nominations for employee members of the Committee.

8.2.7. To be eligible to be a Committee member an employee must have sufficient skills and experience within the spectrum of work to be covered by the Competency Program to enable them to make a meaningful contribution to the Committee.

8.2.8. The relevant union(s) may nominate an employee with the skills and experience specified by the Employer (under subclause 8.2.6) to sit on the Committee.

8.2.9. Where more eligible employees are nominated for committee membership than are required the nominated employees will be given the opportunity to vote on which of them will sit on the Committee. If the employees concerned do not take up this opportunity the Employer will make the selection.

8.2.10. Where fewer eligible employees are nominated for committee membership than are required the Employer may select further eligible employees to make up the shortfall.
8.2.11. The function of the Committee is to oversee the design of the proposed Competency Program in accordance with the requirements of this clause (8) for consideration by the Employer.

8.2.12. In exercising its functions the Committee will make decisions by broad agreement (meaning more than a simple majority but not necessarily unanimity).

8.2.13. Where the Employer approves a Competency Program forwarded to it by the Committee the implementation of that Competency Program will proceed in accordance with the procedure set out in clause 47 of this Agreement (Consultation and Significant Organisational Change).

8.2.14. Where a new Competency Program commences, employees will transfer into it on their current rate of pay.

8.2.15. Where an employee has been assessed as holding certain Units of Competency and the Employer requires them to use those Units of Competency to complete their daily duties they will be paid in accordance with the terms of the applicable Competency Program.

8.2.16. If a dispute or grievance arises in relation to the design, implementation or operation of a Competency Program it will be dealt with in accordance with the procedure set out in Clause 48 of this Agreement (Dispute Resolution and Grievance Procedures). This will include the option to refer the dispute or grievance to Fair Work Australia at step 5 of the procedures to deal with as it sees fit (including the options of conciliation and arbitration).

8.3. Employer Responsibilities
Where a Competency Program is implemented the Employer will:
   a) identify, assign and assess competencies; and
   b) design and implement learning and development plans to assist employee development

8.4. Employee Responsibilities
Where a Competency Program is implemented employees will:
   a) undertake work up to and including their level of assessed competence; and
   b) maintain their level of skill at the assessed level of competence; and
   c) coach and support others in the on-the-job acquisition of competencies that they themselves hold.

9. SALARY SACRIFICE
9.1. Salary sacrifice is available to permanent employees only.
9.2. An employee may choose the benefits that they would like to salary sacrifice for from a range of benefits approved by the Employer. The list of benefits available may be varied from time to time, subject to legislative and policy requirements.

9.3. If a selected benefit attracts Fringe Benefits Tax, then the employee will be liable for the value of this tax and the Employer may deduct it from the employee's remuneration.

9.4. Where a salary sacrifice arrangement is entered into by an employee any payments, such as leave paid out on termination or resignation and allowances that are normally based on the pre-packaging salary, will continue to be based on this salary.

10. ACTING ARRANGEMENTS
10.1. Where a vacancy exists, or an employee is absent for four days or more in any two week period, the Employer, on a temporary basis, may:
   a) fill the position with a suitable competent employee from a lower Pay Level with such employee being paid the specified mid-point for the higher Pay Level; or
   b) fill the position with a suitable competent employee from a higher Pay Level without loss of pay; or
   c) fill the position with an employee at the same Pay Level, without variation in pay, in order to provide the opportunity for the employee concerned to develop skills; or
   d) assign part or all of the duties to an employee or employees from the same Pay Level or higher without variation in pay.

10.2. All acting arrangements are voluntary.

11. HOOURS OF WORK
11.1. General
11.1.1. For the purpose of this clause, the Employer’s needs are of the foremost importance. Matters such as the availability of adequate supervision, service to the public, work timetables, team or group work and inter-branch relationships will be relevant factors in determining the work arrangements to be worked by employees. It will be the Employer’s responsibility to ensure that sufficient employees are on duty to maintain service and work objectives.

11.1.2. The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of employees.

11.1.3. Any disputes about the operation of this clause (11) will be dealt with in under clause 48 (Dispute Resolution and Grievance Procedures).

11.2. Ordinary Working Hours
11.2.1. The ordinary working hours of full-time employees will be:
a) an average of 35 hours per week, Monday to Friday inclusive, between the spread of hours 7.00am to 6.00pm; or
b) an average of 38 hours per week, Monday to Friday inclusive, between the spread of hours 7.00am to 6.00pm (subject to subclause 11.2.2).

11.2.2. The provisions of subclause 11.2.1(b) will apply to employees who:
   a) occupy, supervise or provide ancillary services to positions that were Former Wages Division Positions; or
   b) occupy positions the duties of which regularly require the working of a 38-hour week.

11.2.3. Regardless of the particular patterns of hours worked by employees, on any working day the hours of all employees, excluding casuals, part-time employees and employees subject to either:
   a) Clause 13 (Regular Shiftwork), or
   b) Clause 14 (Other Shiftwork), or
   c) Clause 15 (12 Hour Shiftwork),
will include the core hours between 10.00am and 3.00pm, Monday to Friday.

11.2.4. The minimum length of any shift will be 3 continuous hours unless:
   a) a shorter shift length is sought by the employee to accommodate the employee’s personal circumstances; or
   b) the place of work is within a distance of five (5) km from the employees place of residence.

In these circumstances a shift of 2 continuous hours length on 2 or more days per week may be agreed.

11.3. **Rostered Days Off**

11.3.1. Unless stipulated to the contrary in a position description, a full-time employee may nominate a pattern of work that includes additional ordinary hours, in a defined cycle, to enable them to accrue an additional day off during the cycle by accruing additional working time on other working days. Any days accrued in this manner will be referred to as Rostered Days Off (RDOs). Payment in these circumstances shall be made on an averaging basis of either 70 or 76 hours a fortnight.

11.3.2. In order to accrue RDOs an employee may nominate a pattern of work based on the following:

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<thead>
<tr>
<th>35 Hour per week employees</th>
<th>38 hour per week employees</th>
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<tbody>
<tr>
<td>7 hours and 25 minutes per day in order to accumulate one day's time off for every 19 days worked</td>
<td>8 hours per day in order to accumulate one day's time off for every 19 days worked</td>
</tr>
<tr>
<td>7 hours and 55 minutes per day in order to accumulate two days' time off for every 18 days worked</td>
<td>8 hours and 27 minutes per day in order to accumulate two days' time off for every 18 days worked</td>
</tr>
<tr>
<td>Some other pattern of hours that complies with the requirements of subclauses 11.2.1(a) and 11.3.1</td>
<td>Some other pattern of hours that complies with the requirements of subclauses 11.2.1(b) and 11.3.1</td>
</tr>
</tbody>
</table>
11.3.3. An employee’s nomination to work a specified pattern of work under subclause 11.3.1 will be considered as follows:
   a) RDOs are subject to consultation but remain an Employer’s prerogative which prerogative is designed to ensure service to the public, availability of adequate supervision and satisfaction of the Employer’s needs.
   b) Where a specific pattern of work is stipulated in the employee’s position description that pattern of work will apply.
   c) Where an employee’s pattern of work is not stipulated in their position description the employee may nominate a proposed pattern of work. The employee’s manager will consider the proposed pattern of work having regard to the Employer’s needs referred to in subclause 11.1.1 above.
   d) A manager shall not unreasonably withhold approval of the employee’s nominated pattern of work.

11.3.4. An employee who works additional ordinary hours under this clause so as to accrue Rostered Days Off ("RDO employee") may only carry forward a balance of up to two RDOs at any one time, in addition to those that are accruing in the current cycle.

11.3.5. An RDO employee who has accrued the maximum balance of two RDOs must continue to work the pattern of work including additional ordinary hours but will not be entitled to accumulate any further time off until they have reduced their balance of RDOs.

11.3.6. RDOs will not accrue during all absences from work except for absences in the following circumstances:
   a) Annual leave
   b) Public holidays
   c) Examination leave (half day) together with Recreation leave (half day)
   d) Jury Service Leave
   e) Trade Union Training Leave
   f) Make-up time.

11.3.7. RDO entitlements are reduced by a half day, in the following roster period, if an employee accumulates:
   a) nine days’ absence (other than of the type specified in subclause 11.3.6) from work (over any period) where the employee works a nineteen day month; or
   b) five days’ absence (other than of the type specified in subclause 11.3.6) from work (over any period) where the employee works a nine day fortnight.

11.3.8. The accrual of RDOs by RDO employees is an independent system and RDOs do not interact with any other form of accrued time off and/or time off in lieu provided for under this Agreement.
11.4. **Taking RDOs**

11.4.1. An RDO employee may take RDOs once they have been accrued in full or half days at a time or times agreed with the employer.

11.4.2. Employees must ensure that approved RDO(s) are appropriately recorded in the manner determined by the business in which they work.

11.4.3. RDOs will be paid at the rate of pay paid to an employee during the day immediately prior to the day on which the first RDO is taken.

11.4.4. If an employee is genuinely ill or incapacitated while taking an RDO, they will be entitled to take any accrued sick leave entitlement instead of using an accrued RDO, provided that they comply with Clause 23 (Sick Leave).

11.4.5. RDO employees will receive pay in lieu of any accrued balance of RDOs upon termination of their employment, calculated on the basis of the relevant RDO employee's base rate of pay at the time of termination.

11.5. **Variation of Hours**

11.5.1. Where it is reasonable to do so, starting and ceasing times may be varied by the Employer to meet its requirements in cases where work cannot be carried out during the spread of hours (i.e. 7.00am to 6.00pm).

11.5.2. For the purposes of subclause 11.5.1 what is unreasonable or otherwise will be determined having regard to:
   a) any risk to employee health and safety; and
   b) the employee's personal circumstances including any family and carer responsibilities; and
   c) the needs of the workplace or enterprise; and
   d) the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse it; and
   e) any other relevant matter.

11.5.3. Employees whose starting and ceasing times have been varied by the Employer under this subclause (11.5) will be entitled to a loading of:
   a) 25 per cent for those hours worked outside the spread of hours; or
   b) 50 per cent for those hours worked outside the spread of hours, if the employee is required to commence before 5.00am or finishes after 8.00pm.

11.5.4. The loading specified in subclause 11.5.3 shall not apply where the Employer does not require the hours to be varied but the variation has been made by mutual agreement between the Employer and the employees concerned.

11.5.5. This subclause (11.5) does not apply to shiftworkers.

12. **MEAL BREAKS**

12.1. **Monday – Friday**
12.1.1. Except where otherwise provided in this Agreement, employees (including casuals) whose scheduled hours are more than five per day will be allowed an unpaid meal break, at or around midday, of between 30 minutes and one hour in duration.

12.1.2. Non-shiftwork employees must take their meal break between 11.00am and 2.00pm, except where an employee’s supervisor/manager has agreed prior to the lunch break being taken that the employee may take his or her lunch break at an alternative time.

12.1.3. No employee other than those covered by Clause 13 (Regular Shiftwork), Clause 14 (Other Shiftwork) and clause 15 (12 Hour Shiftwork) will be required to work for more than five hours on any day without a break for the "midday" meal, unless the requirements of the work make it impracticable to allow such break before five hours have elapsed.

12.1.4. In cases where employees are required to work for more than five hours without a break, the break will be allowed as soon as practicable thereafter and in any event before six hours have elapsed.

12.1.5. Where an employee is required to work for more than five hours without a meal break, as specified in this subclause, they will be paid at the rate of time and one half from the end of five hours until the meal break occurs. Where overtime is worked continuous with the day in question this payment will not be taken into account in the calculation of overtime.

12.2. Meal Breaks During Overtime Monday to Friday
12.2.1. Employees who are required to continue work more than one and a half hours beyond the normal ceasing time of their daily ordinary hours will be allowed a paid meal break of 30 minutes, provided the overtime continues beyond the meal break.

12.2.2. Employees who are required to continue work more than five and a half hours beyond the normal ceasing time of their ordinary working day will, in addition to the paid meal break of 30 minutes allowed under subclause 12.2.1 above, be allowed a paid meal break of 20 minutes, and, provided their overtime continues, employees will be allowed further paid meal breaks of 20 minutes each for every four hours worked thereafter.

12.2.3. All meal breaks provided for under this subclause (12.2) will be paid for at the relevant single time rates.

12.3. Saturdays, Sundays or Public Holidays
Employees working overtime on Saturdays, Sundays or Public Holidays will be entitled to a paid meal break of 30 minutes after each four hours of overtime worked, provided that the employees continue to work after the meal break. These breaks are paid at overtime rates.

12.4. Variation to Meal Breaks
Despite any other provision of this clause (12), meal breaks may be taken by agreement, at any time to best reconcile the needs of work and the employees who perform it and without payment of penalty.

12.5. **12 Hour Shiftworkers**

This clause (12) does not apply to employees paid as shiftworkers under clause 15 of this agreement (12 hour Shiftwork).

13. **REGULAR SHIFTWORK**

13.1. **General**

13.1.1. Where the process of work requires continuity beyond the span of hours, such work will be organised by shift hours that may be worked by permanent, fixed term or casual employees, including employees working on acting arrangements.

13.1.2. Time worked by shiftworkers in excess of rostered ordinary hours will be paid at overtime rates, except time worked:

a) by arrangement between employees themselves with the consent of the Employer; or

b) consequent upon the periodical change from day to night shift; or

13.2. **Penalty rates**

13.2.1. All ordinary hours worked of a Saturday will be paid at time and one half for the first two hours, and double time thereafter, provided that all ordinary hours worked after noon on a Saturday will be paid at double time.

13.2.2. All ordinary hours worked on a Sunday will be paid at double time.

13.2.3. All ordinary time worked on a Public Holiday will be paid at time and one half.

13.2.4. For the purposes of this clause any shift, the major portion of the ordinary hours of which are worked on a Saturday, Sunday or Public Holiday, will be deemed to have been worked on a Saturday, Sunday or Public Holiday, and will be paid as such.

13.3. **Shift Allowance**

13.3.1. In addition to any penalty rates payable under subclause 13.2 where the Employer nominates particular shifts to be afternoon or night shifts employees working these shifts as part of their ordinary hours will be paid a shift loading of 20 per cent.

13.3.2. Instead of receiving the loading payable under subclause 13.3.1 Civil Maintenance production employees and field supervisors employed in the Civil Maintenance business working an afternoon shift commencing at 2.30pm
and finishing at 10.54pm on a weekday as part of their ordinary hours will be
paid an afternoon shift loading of 25 per cent.

13.4. **Roster Changes**
13.4.1. Where a shiftworker is transferred to a new roster and their first ordinary hours
shift falls on a day that, under their old roster they would have had off, that
day will be paid:
   a) at the rate of time and one half for a week day, or
   b) at the applicable penalty rate for a Saturday or a Sunday, or
   c) at the rate of time and one half plus one additional day annual
      leave to credit for a public holiday.

13.4.2. Employees on day work may be called upon at the Employer's discretion to
replace a regular shiftworker. When this occurs the employee:
   a) will be paid as a regular shiftworker, and
   b) for the first seven calendar days of the arrangement:
      (i) will be credited with one additional day annual leave for
          each public holiday falling within that period, and
      (ii) for any weekday shift nominated by the Employer to be
          an afternoon or night shift, shall be paid time and one
          half, in addition to the allowance provided under
          subclause 13.2.

13.4.3. Crib time, to the extent of 30 minutes on each shift, will be allowed and paid
for as time worked, in addition, one paid ten minute break, subject to the
employee being immediately available at the work location according to the
requirements of the work.

13.4.4. Notwithstanding anything prescribed elsewhere in this Agreement, an
employee may be required by the Employer to work on their Rostered Day Off
to meet business needs. In such cases the employee:
   a) will be given a minimum of 24 hours' notice of the Employer's
      requirements subject to subclause 13.4.5 below; and
   b) will be entitled to a substitute Rostered Day Off by agreement
      with the Employer, or as soon as practicable.

13.4.5. Where it is not possible to give the minimum of 24 hours' notice required
under subclause 13.4.4(a), the Employer may still require an employee to
work, but will pay the employee at the rate of time and one half, for the first
two hours, and at double time thereafter, for all ordinary hours.

14. **OTHER SHIFTWORK**
14.1. **General**
14.1.1. Except as provided in Clause 11 (Hours of Work), this clause will have
application to all employees other than those covered by Clause 13 (Regular
Shiftwork) or Clause 15 (12 Hour Shiftwork).
14.1.2. Shifts will be worked during the hours as fixed by the Employer. Each week's work will, as far as practicable, be arranged on a rotational basis and completed between midnight Sunday and midnight Friday.

14.2. 38 Hour Per Week Employees
Employees who work 38 hours per week, or less than 35 hours per week as prescribed by Clause 11 (Hours of Work), will be subject to the following conditions when two or three shifts are worked:
   a) the two or three shifts shall be of equal duration;
   b) when any one of the shifts is of four hours duration or more crib time, to the extent of 30 minutes on each shift, shall be allowed and paid for as time worked.

14.3. 35 Hour Per Week Employees
Shifts worked by employees whose ordinary working hours are prescribed by this Agreement as 35 per week will be of seven hours duration without a paid crib break. Where any day shift commences earlier than 7.00 a.m., such shift will paid for at ordinary time plus an additional ten per cent allowance.

14.4. Part-Time Employees
Shifts worked by part-time employees will be in an unbroken shift for the hours so contracted and will be without a paid crib break. Where any part-time employee is required to commence a day shift earlier than 7.00 a.m. such an employee will be paid at ordinary time plus an additional ten per cent allowance for the hours so worked, per day or shift as the case may be.

14.5. Rates
14.5.1. All time worked on the second (afternoon) or third (night) shifts will be paid for at the following rates:
   a) For work carried out at a construction site (not including a recognised office or depot) time and one half.
   b) For work carried out at a recognised office or depot, time and one-quarter.

14.5.2. All time worked in excess of the ordinary shift hours as herein prescribed will be paid for at the rate of time and one half for the first two hours and double time thereafter.

14.5.3. All time worked after 12 noon Saturday and on Sundays shall be paid for at the rate of double time.

14.5.4. All time worked on shift work on Public Holidays will, in addition to the Public Holiday pay prescribed in Clause 20 (Public Holidays) be paid for at the rate of time and one-half, provided that time worked on a holiday in excess of ordinary shift hours will be paid for at the rate of double time and one half.

14.5.5. An employee required to report for overtime work on a Saturday, Sunday or Public Holiday shall be afforded at least four hours' work or paid for four hours at the appropriate rate, except where such overtime is continuous with overtime commenced on the previous day.
14.5.6. When employees are engaged on shiftwork under this clause, where two or more shifts are worked each day, and are continuously employed on any shift terminating between midnight and 8.00 a.m. for more than one shift in excess of the recognised weekly or fortnightly rotation of shifts, they will be paid an additional allowance of five per cent of their salary for each additional shift so worked.

14.5.7. Notwithstanding anything prescribed elsewhere in this Agreement, the overtime rates payable for any overtime shift worked by employees on shift, will be in substitution for and not cumulative upon the rates payable for shift work performed on a Saturday, Sunday or Public Holiday.

14.6. **Working on Scheduled Rostered Days Off**

14.6.1. Employees may be required to work on their scheduled Rostered Day Off to meet business needs. In such cases employees will be:

a) given a minimum of 24 hours' notice; and
b) be entitled to a substitute Rostered Day Off by agreement, with the Employer or as soon as practicable.

14.6.2. Where it is not possible to give the minimum of 24 hours notice required under subclause 14.6.1(a), the Employer may still require an employee to work, but will pay the employee overtime rates of time and one half for the first two hours and double time thereafter.

15. **12 HOUR SHIFTWORK**

15.1. **Application**

15.1.1. This clause (15) applies to all shiftwork Production Officer employees of the Deep Ocean Outfall STPs ("12 Hour Shiftwork employees").

15.1.2. In the event of any inconsistency between this clause (15) and any other provision of this Agreement, this clause will prevail to the extent of the inconsistency.

15.1.3. Shiftwork under this clause is focussed on monitoring and maintaining the operation of STPs and on incident management.

15.2. **Shift Structure**

15.2.1. Ordinary hours will be worked according to a shift roster mutually agreed between the employer and the employees.

15.2.2. Shifts will be 12 hours in duration worked either 7.00am to 7.00pm or 7.00pm to 7.00am on any day of the week.

15.2.3. Each shift should have a minimum of 3 employees on duty up to a maximum of 5. Wherever practicable the number of employees on shift will remain constant.
15.2.4. Members of each shiftwork team may be transferred between teams from time to time to meet business needs.

15.2.5. Extra staffing levels will be determined based upon work demands as determined by the team on an exception basis. Management will review this decision with the team when practicable, to enable resourcing guidelines to be developed or finetuned.

15.2.6. When replacement staff are called, they will only work to meet requirements and not necessarily for a whole 12 hour shift.

15.2.7. On day shifts Monday to Friday (excluding public holidays), where additional resources are required or where there are unplanned absences, replacement staff will be initially resourced from day workers, whenever practicable.

15.2.8. Alternative shift working patterns may be trialled in Deep Ocean Outfall STP areas, subject to the business requirements of the relevant area. Such arrangements will be developed in consultation with employees and the relevant Union(s).

15.3. Callouts
15.3.1. Production teams will provide a voluntary callout roster to cover unplanned absences and additional resourcing requirements.

15.3.2. There will be no payments in relation to the operation of the callout roster.

15.3.3. Callouts may be drawn from either day work or shift work Production Officers.

15.4. Shift Loading
15.4.1. A shift loading of 42.75% on the base rate of pay will be paid for all ordinary hours worked on 12 hour shift arrangements under this clause (15).

15.4.2. This loading will be in lieu of any and all penalties or loadings attached to work for any day, afternoon, night, weekend or Public Holiday, including Picnic Day.

15.4.3. The loading may be varied by the Employer at any STP upon changes to the shift pattern. Any change to, the loading will be calculated based on the loadings that would otherwise be paid under the provisions of Clause 13 (Regular Shiftwork). Any variation to the loading will be developed in consultation with both employees and the relevant Union(s) in accordance with Clause 47 (Consultation and Significant Organisational Change).

15.4.4. Any other payment that references or is otherwise dependant on an employee’s rate of pay, including overtime and workers compensation payments, will be calculated using the employee’s normal rate of pay exclusive of the 42.75% loading.

15.5. Overtime
15.5.1. Time worked in excess of the ordinary shift hours will be paid at overtime rates as per Clause 17 (Overtime) except time worked:
   a) by arrangement between employees themselves with the consent of the Employer; or
   b) consequent upon the periodical change from day to night shift; or
   c) owing to the replacement employee reporting for duty later than the appointed time.

15.6. Annual Leave
15.6.1. Instead of the additional annual leave provided for by subclause 21.1.2 employees working as 12 hour shiftworkers under this clause will receive:
   a) 70 hours leave for each continuous period of 12 months they are working as such; or
   b) for any period of such work less than 12 months, seven hours' leave for each Public Holiday (except Union Picnic Day) occurring in the period.

15.6.2. Instead of the Additional Annual Leave provided for by subclause 21.4 employees working as 12 hour shiftworkers under this clause will receive additional annual leave at the completion of each calendar year for the number of ordinary hours shifts worked on Sundays and/or Public Holidays, excluding Picnic Day. This additional annual leave shall be calculated as follows:

<table>
<thead>
<tr>
<th>Number of ordinary hours shifts worked on Sundays and/or public holidays during the year</th>
<th>Number of hours additional annual leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-10</td>
<td>12</td>
</tr>
<tr>
<td>11-17</td>
<td>24</td>
</tr>
<tr>
<td>18-24</td>
<td>36</td>
</tr>
<tr>
<td>25-31</td>
<td>48</td>
</tr>
<tr>
<td>32 or more</td>
<td>60</td>
</tr>
</tbody>
</table>

The employer cannot make a direction (under subclause 21.6.2) requiring an employee to clear any leave accrued under this subclause (15.6.2).

15.7. Sick Leave
15.7.1. Where a 12 Hour Shiftwork employees is absent on sick leave for three or more consecutive shifts they must give the employer evidence that would satisfy a reasonable person that the leave is or was taken for a reason specified in clause 23.2.1.

15.7.2. In any case a genuine medical certificate will be deemed sufficient evidence for subclause 15.7.1.

15.8. Crib Break
12 Hour Shiftwork employees will be entitled to two paid crib breaks of 30 minutes each to be taken at intervals not exceeding five hours.
16. **REST BREAKS**

16.1. Employees required to continue work after their ceasing time must have a rest period of ten consecutive hours before again starting work without loss of pay, subject to subclause 16.4.

16.2. Employees recalled to work after ceasing work, who work for more than a total of four hours and finish on the last occasion at a time which does not allow the employee to have a seven hour rest period before their next starting time, will be entitled to a rest period of ten consecutive hours without loss of pay, subject to subclause 16.4.

16.3. Employees recalled to work after ceasing time who do not actually work for more than a total of four hours are not entitled to the provisions of subclause 16.2 above.

16.4. Employees directed to resume or continue work without having their rest period will be paid at time and one half for the first two hours and double time thereafter until they are released from duty. They will then be entitled to be absent for a rest period of ten consecutive hours without loss of pay.

16.5. Rest periods are calculated from the time the employee is absent from work.

17. **OVERTIME**

17.1. **Eligibility**

17.1.1. Subject to the provisions in Clause 11 (Hours of Work), Clause 13 (Regular Shiftwork), Clause 14 (Other Shiftwork) and Clause 15 (12 Hour Shiftwork), “overtime” means all authorised time worked before, after or beyond ordinary hours of work, as required by the Employer.

17.1.2. Despite any other clause of this agreement employees paid at or above Pay Level 15 are not entitled to the payment of overtime without special approval of the Employer.

17.2. **Rate of Payment**

17.2.1. Any overtime worked Monday to Friday will be paid at the rate of time and one half for the first two hours and double time thereafter.

17.2.2. Any overtime worked on a Saturday will be paid at the rate of time and one half for the first two hours and double time thereafter, and all time after 12 noon at double time.

17.2.3. Any overtime worked on a Sunday will be paid at the rate of double time.

17.2.4. Any overtime worked on a public holiday will be paid at the rate of double time and one half.

17.2.5. Employees required to work overtime on a Saturday, Sunday, Public Holiday or a day they are rostered off will work, or be paid, for a minimum of four
hours, except where such overtime is continuous with overtime commenced on the previous day.

17.2.6. Where employees are required to work overtime both before and after their ordinary working hours on the same day, the Employer will add the overtime hours worked both before and after to make a total amount of overtime. This total will be used to calculate when double ordinary rates become payable.

17.2.7. An employee working overtime or working temporary night shift and finishing work at a time when reasonable means of transport is not available, shall be conveyed to their home within a reasonable time.

17.3. **Reasonable Overtime**

17.3.1. Subject to subclause 17.3.2 below, the Employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this Agreement.

17.3.2. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours that are unreasonable.

17.3.3. For the purposes of subclause 17.3.2 what is unreasonable or otherwise will be determined having regard to:
   a) any risk to employee health and safety; and
   b) the employee's personal circumstances, including any family and carer responsibilities; and
   c) the needs of the workplace or enterprise; and
   d) the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse it; and
   e) any other relevant matter.

18. **AFTER HOURS CALLOUTS AND REMOTE ACCESS**

18.1. **General**

18.1.1. Any time worked by an employee in accordance with this clause will not contribute toward the calculation of that employee's ordinary hours.

18.1.2. This clause will not apply to those employees paid at or above Pay Level 15 without the special approval of the employer.

18.1.3. No payment shall be made under this clause where the employee is not in the required degree of readiness to respond to a call to duty.

18.2. **Physical Call Out**

18.2.1. This subclause shall apply where an employee is:
   a) recalled to perform unplanned work after leaving the Employer’s premises; and
   b) such recall occurs after the employee’s usual ceasing time and either one and a half hours before the start of the next working day or before 6:00am; and
c) the employee is required to travel to a site/location of the Employer to attend to the matter being the subject of the call-out ("a Physical Call out").

18.2.2. Employees physically called back to work in accordance with subclause 18.2.1 will be paid a minimum of four hours at the appropriate overtime rates.

18.2.3. Any further call outs within the four hour period set by the first call are covered by the initial four hour payment.

18.2.4. Call outs after the initial four hours are paid at the appropriate overtime rate for the actual time of the call out.

18.2.5. Payment will be calculated from the time the employee leaves home to attend the call out until they return. However time spent travelling does not constitute work for the purposes of Clause 16 (Rest Breaks).

18.3. **Remote Access Work**

18.3.1. This subclause shall apply where an employee is:

a) required to perform unplanned work after leaving the Employer’s premises; and

b) such requirement occurs after the employee’s usual ceasing time and before 6am; and

c) the employee is not required to travel to a site/location of the Employer but attends to the matter by accessing an electronic information system of the Employer ("Remote Access Work").

18.3.2. This subclause shall only apply where the employee has the approval of their line manager, or other authorised representative of the Employer, to perform Remote Access work.

18.3.3. An employee required to work overtime on Remote Access Work shall be paid:

a) a minimum of 2 hours at appropriate overtime rates for the first Remote Access Work job received in a standby period.

b) a minimum of 1 hour at overtime rates for jobs received after the initial 2 hour period.

18.3.4. Any further Remote Access Work required within the payment period set by each call shall not attract any additional payment.

18.3.5. No meal allowances are payable when performing Remote Access Work.

18.3.6. Where a job initially received as Remote Access Work job is found to require attendance at the work site, the minimum payment for Remote Access Work will not apply; instead the minimum payment for physical callout will apply from the time the job was initially received.

19. **STAND-BY**
19.1. **General**

19.1.1. It is recognised that the Employer has a statutory requirement to provide an efficient service to the public. To this end nominated employees may be placed from time to time on a stand-by roster in order to maintain out of hours services.

19.1.2. Employees rostered to stand by at their home will be paid at the following rates:
   
a) weeknights (exclusive of Public Holidays) – two hours pay
   b) Saturdays, Sundays and Public Holidays – eight hours pay

19.1.3. Standing by will be deemed to commence from the close of normal work on the previous day and end at normal starting time on the next working day.

19.2. **Payment of Stand-By**

19.2.1. Stand-by time will not form part of ordinary hours and will be paid at single time rates.

19.2.2. No payment shall be made under this clause where the employee is not in the required degree of readiness to respond to a call to duty.

19.3. **Overtime**

Any overtime worked whilst on stand-by will be paid in accordance with the provisions of Clause 17 (Overtime) or Clause 18 (After Hours Callouts and Remote Access) as appropriate, and will be in addition to any standing by payment.

20. **PUBLIC HOLIDAYS**

20.1. Permanent and fixed term employees are entitled to be absent from work on all Public Holidays proclaimed as such for the state of New South Wales or the County of Cumberland.

20.2. Employees will also be entitled to be absent on one additional day that they may elect to take between Christmas and New Years Day or on the union Picnic Day.

20.3. Picnic Day will occur on or before the first Monday in November or another date to be approved by the Employer.

20.4. Where an employee (except for a casual employee) is absent from work on a public holiday or a Picnic Day the employer will pay the employee for any ordinary hours that the employee was scheduled to work on that day unless the day falls:
   
a) adjacent to or within any period of unauthorised absence, or
   b) more than 14 calendar days after the commencement of a period of approved unpaid leave (except for unpaid sick leave).

21. **ANNUAL LEAVE**
21.1. **Entitlement**
21.1.1. Employees are entitled to four weeks of paid annual leave per year of service.

21.1.2. Regular shiftworkers are entitled to an additional 2 weeks of paid annual leave per year of service.

21.1.3. An employee’s entitlement to annual leave accrues progressively during a year of service according to their ordinary hours of work, and accumulates from year to year.

21.2. **Part-time Employees**
Part-time employees are entitled to annual leave on a proportional basis, calculated on the number of hours worked in relation to full-time hours.

21.3. **Casual Employees**
Casual employees are not entitled to annual leave.

21.4. **Shiftworkers**
In addition to the entitlement provided under subclause 21.1.1 regular shiftworkers rostered to work their ordinary hours on Sundays and/or public holidays will, on completion of each calendar year, be credited with additional annual leave on the following basis:

<table>
<thead>
<tr>
<th>Number of ordinary shifts worked on Sundays and/or public holidays during a year</th>
<th>Number of days of additional annual leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-10</td>
<td>1</td>
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<tr>
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<td>4</td>
</tr>
<tr>
<td>32 or more</td>
<td>5</td>
</tr>
</tbody>
</table>

21.5. **Taking Annual Leave**
21.5.1. Annual leave may be taken at a time agreed by the Employer and employee.

21.5.2. Employees shall apply for annual leave at least one month in advance of the date from which they propose to commence the requested period of leave.

21.5.3. The Employer must not unreasonably refuse to agree to a request by an employee to take annual leave.

21.5.4. When taken, annual leave will be paid at the greater of:
   a) the rate of pay most paid to an employee during the 12 months immediately prior to the employee commencing such leave; or
   b) at the employee's base rate of pay at the time of commencing the leave.
21.6. **Leave Planning**  
21.6.1. All employees are expected to take an annual holiday.

21.6.2. The Employer may direct the employee to clear all or part of their previous years annual leave entitlements by the provision of one months notice.

21.7. **Accrual of Annual Leave**  
21.7.1. Employees may accrue annual leave of up to 40 days for non-shiftworkers and 60 days for shiftworkers for a special purpose. Examples of a special purpose include an extended or overseas holiday, honeymoon or family reunion.

21.7.2. When granting approval for an employee to accrue leave for a special purpose the Employer may require the employee to specify when the accrued leave will be cleared.

21.7.3. If for whatever reason an employee does not clear leave accumulated in accordance with subclause 21.7.1 the Employer may direct the employee to clear this leave.

21.8. **Cashing Out Leave**  
21.8.1. An employee may elect to cash out all or part of their accrued annual leave balance in excess of 20 days so long as they have cleared at least 20 days of annual leave in the previous year.

21.8.2. Elections to cash out annual leave must be made in writing.

21.9. **Annual Leave Loading**  
21.9.1. This subclause (21.9) will only apply to employees being paid a loading exclusive rate of pay as specified in Schedule 2 or 3 of this Agreement.

An annual leave loading of 17.5% calculated on the annual leave entitlement provided in subclause 21.1.1. will be paid to employees each year, provided that employees working shiftwork on a 7 day roster (standard) under clause 13 (Regular Shiftwork) of this Agreement will be paid leave loading calculated as follows:

a) for three shift continuous – 42.75%  
b) for two shift continuous – 32.5%  
c) for one shift continuous – 25%

21.9.2. Employees working a continuous shift roster other than one of the standard rosters referred to in 29.9.1 above, and who are working under clause 13 (Regular Shiftwork), shall receive the leave loading percentage applicable to the penalties incurred in the four week period of absence based on a four week cycle of work.

21.9.3. Leave loading will be paid in the first pay in December.

21.9.4. Loading will not be paid:

a) on resignation; or
b) where the employee has been dismissed by the Employer for serious misconduct; or

c) upon the death of an employee; or

d) in respect of broken periods of service; or

e) to employees regarded as trainees on full time courses at Universities.

22. **LONG SERVICE LEAVE**

22.1. **Entitlement**

22.1.1. Full-time employees are entitled to 44 days long service leave after ten years continuous service.

22.1.2. After completion of the first ten years of continuous service, long service leave will accrue at the rate of 10.9 days per year. This is accrued on a daily basis.

22.1.3. Long service leave is cumulative

22.2. **Part-Time Employees**

Part-Time employees are entitled to long service leave on a proportional basis calculated on the number of hours worked in relation to full-time hours.

22.3. **Casual Employees**

22.3.1. Casual employees are entitled to long service leave after ten years' continuous service subject to the following:

   a) to be considered to have completed ten years' continuous service, a casual employee must have worked a minimum total of 46 weeks in each of ten consecutive years and a minimum total of 520 hours in each of those same years; and

   b) where a casual employee has completed ten years' continuous service, the Employer will confirm this by issuing a Payment Summary to the employee for the years worked.

22.3.2. Casual employees are entitled to long service leave on a proportional basis calculated on the number of ordinary hours worked in relation to the full-time ordinary hours of the position.

22.3.3. Full-time and part-time employees who have had continuous casual service immediately prior to the commencement of their service as permanent employees, will have that continuous casual service counted for the purposes of calculating long service leave entitlements on a proportional basis.

22.4. **Taking of Leave**

22.4.1. Long service leave shall only be taken by employees at a time convenient to the Employer.

22.4.2. Leave may be cleared at either full or half rates, however where an employee has taken leave at half rates only half of the period leave will count as service for the accrual of leave.
22.4.3. Public Holidays occurring during a period of long service leave are to be taken as long service leave.

22.4.4. Employees shall apply for long service leave at least one month in advance of the date from which they propose to commence the requested period of leave.

22.5. **Pro Rata Entitlement**
22.5.1. Employees who have completed between five and ten years' continuous service and whose services are terminated:
   a) by the Employer for any reason other than serious misconduct; or
   b) by the employee because of illness, incapacity, domestic or other pressing necessity; or
   c) due to the death of the employee; or
   d) due to genuine redundancy.

are entitled to payment of a proportional amount of long service leave on full pay calculated on the basis of three months' leave for fifteen years of service.

22.6. **Payment for Leave**
22.6.1. Long service leave will be paid at the greater of:
   a) the rate of pay most paid to an employee during the 12 months immediately prior to the employee commencing such leave or, where the employee's employment ceases, the 12 months immediately prior to the termination date; or
   b) at the employee's base rate of pay at the time of commencing the leave.

23. **SICK LEAVE**
23.1. **Entitlement**
23.1.1. Full-time employees are entitled to 20 days sick leave on full pay per year of service.

23.1.2. Part-time employees are entitled to sick leave on a proportional basis calculated on the number of hours worked in relation to full-time hours.

23.1.3. Casual employees are not entitled to sick leave.

23.1.4. An employee’s entitlement to sick leave will be credited in advance on an annual basis, and accumulates from year to year.

23.1.5. For the first year of service sick leave will be credited on the following basis:

<table>
<thead>
<tr>
<th>Commencement Month</th>
<th>Leave Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>January, February, March</td>
<td>20 days</td>
</tr>
<tr>
<td>April, May, June</td>
<td>15 days</td>
</tr>
<tr>
<td>July August, September</td>
<td>10 days</td>
</tr>
<tr>
<td>October, November, December</td>
<td>5 days</td>
</tr>
</tbody>
</table>
23.2. **Taking of Sick Leave**

23.2.1. Subject to the satisfaction of the Employer, an employee may be granted sick leave to cover an absence where the employee is unable to perform their duties because of illness or incapacity.

23.3. **Notice of Illness**

23.3.1. An employee must give the employer notice of the taking of Sick leave. The notice:

   a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

   b) must advise the employer of the period, or expected period, of the leave.

23.4. **Provision of Medical Certificates**

23.4.1. Where an absence for Sick leave is for four or more consecutive days an employee must give the employer evidence that would satisfy a reasonable person that the leave is or was taken for a reason specified in clause 23.2.1.

23.4.2. These provisions do not restrict the Employer from directing an employee to provide evidence in relation to any period of sick leave.

23.4.3. In any case a genuine medical certificate will be deemed sufficient evidence for either 23.4.1 or 23.4.2.

23.5. **Interaction with Workers' Compensation Payments**

23.5.1. An employee shall not be entitled to paid sick leave for any period during which they are entitled to workers' compensation payments.

23.5.2. However, where an employee attending work is in receipt of workers' compensation payments that do not cover the full value of their base pay, the employee may, subject to having sufficient accrued entitlements to sick leave, request that the Employer pay the employee for the shortfall and deduct the corresponding amount from their sick leave balance.

23.5.3. Employees are entitled to accident pay in accordance with the *Workers’ Compensation Act 1987 (NSW)* or its successor.

23.6. **Payment for Sick Leave**

23.6.1. Sick leave will be paid at the greater of:

   a) the rate of pay most paid to an employee during the 12 months immediately prior to the employee commencing such leave; or

   b) at the employee's base rate of pay at the time of commencing the leave.

23.7. **Illness whilst on Annual or Long Service Leave**

23.7.1. An employee who suffered an illness or injury during a period of annual or long service leave may, subject to having sufficient accrued entitlements to sick leave and the provisions of this subclause (23.7), request that the Employer re-credit the employee with annual or long service leave for the
period during which they were incapacitated and deduct the corresponding amount from their sick leave balance.

23.7.2. The employee must accompany a request for re-crediting with a medical certificate acceptable to the Employer, stating the illness or injury sustained whilst on annual or long service leave, the dates on which they first sustained the illness or injury and the duration or likely duration of their incapacity.

23.7.3. In the case of an employee who was sick during a period of long service leave, the employee may only make a request under subclause 23.7.1 above if the relevant illness or injury incapacitated them for at least five consecutive working days, all of which fell during the approved period of leave.

23.7.4. The Employer's nominated doctor must approve all requests under subclause 23.7.1 above.

24. **CARERS LEAVE**

24.1. Employees (including casual employees) are entitled to access their accrued Sick Leave, Annual Leave, Long Service Leave or, at the election of the employee, up to two (2) days of leave without pay on each occasion they are required to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of:

   a) a personal illness, or personal injury, affecting the member; or
   b) an unexpected emergency affecting the member.

24.2. In addition to the entitlement in subclause 24.1 the employer may grant an employee additional leave without pay when they have exhausted all other entitlements to paid leave.

24.3. If the period during which an employee takes paid personal/carer’s leave includes a day or part-day that is a public holiday, the employee is taken not to be on paid personal/carer’s leave on that public holiday.

24.4. An employee must give the employer notice of the taking of Carers leave. The notice:

   a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
   b) must advise the employer of the period, or expected period, of the leave.

24.5. The employee shall, if required, give the employer evidence that would satisfy a reasonable person that the leave is or was taken for a reason specified in subclause 24.1. In any case either a genuine medical certificate or statutory declaration will be deemed to be sufficient evidence.

25. **COMPASSIONATE LEAVE**
25.1. An employee is entitled to three (3) days of paid compassionate leave for each occasion (a permissible occasion) when a member of their immediate family, or a member of their household:
   a) contracts or develops a personal illness that poses a serious threat to his or her life; or
   b) sustains a personal injury that poses a serious threat to his or her life; or
   c) dies.

25.2. An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
   a) to spend time with the member of their immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 25.1; or
   b) after the death of the member of their immediate family or household referred to in clause 25.1.

25.3. An employee may take compassionate leave for a particular permissible occasion as:
   a) a single continuous 3 day period; or
   b) 3 separate periods of 1 day each; or
   c) any separate periods to which the employee and the employer agree.

25.4. An employee is entitled to an additional two days of paid compassionate leave if they are required to travel outside Australia to attend the funeral of a person described in clause 25.1.

25.5. If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

25.6. An employee must give the employer notice of the taking of Compassionate leave. The notice:
   a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
   b) must advise the employer of the period, or expected period, of the leave.

25.7. The employee shall, if required, give the employer evidence that would satisfy a reasonable person that the leave is or was taken for a reason specified in subclause 25.1.

25.8. Casual employees are only entitled to compassionate leave without pay.

26. PARENTAL LEAVE
26.1. Definitions
“appropriate safe job” in relation to parental leave is a safe job that has:
   a) the same ordinary hours of work as the employee’s present position; or
   b) a different number of ordinary hours agreed to by the employee.

“birth mother” in relation to a child means a female who is pregnant with or gives birth to that child.

“day of placement”, in relation to the adoption of a child by an employee, means the earlier of the following days:
   a) the day on which the employee first takes custody of the child for the adoption; or
   b) the day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption

“pre-parental leave position” means either:
   (a) the position the employee held before starting a period of parental leave; or
   (b) if, before starting a period of parental leave, the employee was transferred to a safe job because of her pregnancy or reduced her working hours due to her pregnancy, the position the employee held immediately before that transfer or reduction.

26.2. Entitlement
26.2.1. An employee is entitled to 12 months of unpaid parental leave if:
   a) the leave is associated with:
      (i) the birth of a child of the employee or the employee’s spouse or de facto partner; or
      (ii) the placement of a child with the employee for adoption; and
   b) the employee has or will have a responsibility for the care of the child.

26.2.2. For employees who have completed 40 weeks of continuous service the entitlement provided under clause 26.2.1 is inclusive of the following periods of paid leave, as relevant:

<table>
<thead>
<tr>
<th></th>
<th>Prior to 1 January 2011</th>
<th>From 1 January 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where the employee is the birth</td>
<td>14 weeks paid maternity leave</td>
<td>18 weeks paid maternity leave</td>
</tr>
<tr>
<td>mother of the child</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Where the employee is the spouse or</td>
<td>1 week paid partners leave</td>
<td>6 weeks paid partners leave</td>
</tr>
<tr>
<td>de facto partner of the birth mother</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Where the child placed with the</td>
<td>14 weeks paid adoption leave</td>
<td>18 weeks paid adoption leave</td>
</tr>
<tr>
<td>employee as adopting parent is under</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 years of age</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
26.2.2.a The above mentioned paid leave will be paid by Sydney Water, on the following basis:

(1) For the period prior to 1 January 2011, at the employee’s base rate of pay;

(2) For the period from 1 January 2011 where the employee is the birth mother or adopting parent of the child and has complied with clause 26.2.2b, at the employee’s base rate of pay allowing for any entitlement the employee has to paid parental leave under the Federal Government scheme, so that in total the employee will receive his/her base rate of pay comprising a payment from Sydney Water and the Federal Government.

(3) For the period from 1 January 2011, where the employee is the spouse or de facto partner of the birth mother, at the employee’s base rate of pay without reference to any entitlement the employee may have to paid parental leave under the Federal Government scheme.

(4) A birth mother or adopting parent employee who is not eligible for paid parental leave under the Federal Government scheme, but otherwise meets the requirements of this clause, will be entitled to paid parental leave described as taking effect from 1 January 2011 at the employee’s base rate of pay.

26.2.2.b A birth mother or adopting parent employee will be required to demonstrate that the employee has submitted an application and has been assessed for Paid Parental Leave under the Federal Government scheme. A statutory declaration may be required.

26.2.2.c A birth mother or adopting parent employee who does not comply with clause 26.2.2.b will only be entitled to paid parental leave described as taking effect from 1 January 2011 at their base rate of pay less the value of paid parental leave under the Federal Government scheme.

26.2.2.d An employee who has worked part-time during the 12 months prior to commencing leave will receive paid parental leave based on the average ordinary weekly hours during that period, but in any case not less than the weekly rate payable under the Federal Government scheme.

26.2.2.e The full period of paid parental leave shall be counted as service for the purposes of leave accruals and superannuation. This includes any component related to an entitlement to paid parental leave under the Federal Government scheme, provided that leave accruals for an employee who has worked part-time during the 12 months prior to commencing leave will be based on the average ordinary weekly hours during that period.

26.2.3. In addition to their entitlement under clause 26.2.1 an employee may request further unpaid parental leave of up to 12 months. Requests must be in writing, and must be given to the employer at least 4 weeks before the end of any
approved period of parental leave. The employer may only refuse a request made under this subclause on reasonable operational grounds.

26.2.4. The employer will respond to all requests made under subclause 26.2.3 as soon as practicable, but not later than 21 days, after the request was made. Responses will:
   a) be in writing; and
   b) where the request has been refused, include details of the reasons for the refusal.

26.2.5. Despite any other provision of this clause (26), an employee is not entitled to extend a period of parental leave beyond 24 months after the date of birth or day of placement of their child.

26.3. Taking Parental Leave
26.3.1. An employee must take parental leave in a single continuous period but may elect to clear their leave in one of the following manners:
   a) full-time; or
   b) part-time, provided that no more than 12 months (full-time equivalent) leave is taken; or
   c) a combination of full-time and part-time leave, provided that no more than 12 months (full-time equivalent) leave is taken.

26.3.2. Paid parental leave can be taken at full pay or half pay.

26.3.3. An employee may elect to clear other forms of paid leave concurrently to a period of unpaid parental leave; however this will not break the continuity of the parental leave nor will it extend or otherwise defer the end date of the parental leave.

26.3.4. Parental leave must start:
   a) up to 9 weeks before the expected date of birth of the child, but not later than the date of birth of the child (if the leave is for the birth mother of the child); or
   b) on the date of birth of the child (if the leave is birth-related leave for an employee who is not the birth mother of the child); or
   c) on the day of placement of the child (If the leave is adoption-related leave).
   d) Despite subclauses (a) to (c), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:
      (i) the employee has a spouse or de facto partner; and
      (ii) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

26.3.5. Despite any other term of this Agreement, the Employer retains the right to require an employee who is the birth mother of a child to take at least 6 weeks of parental or other leave immediately following the birth of her child.
26.3.6. An employee must provide the Employer with written notice of their intention to take parental leave and the proposed start and end dates of the leave
   a) at least 10 weeks before starting the leave; or
   b) if that is not practicable—as soon as practicable (which may be a time after the leave has started).

26.3.7. Wherever possible an employee will finalise the start and end dates for a period of parental leave at least 4 weeks before the leave is expected to commence.

26.3.8. It is an essential pre-condition of accessing any entitlement to parental leave that an employee must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person, or if required by the Employer a medical certificate, stating:
   a) the date of birth, or the expected date of birth, of the child (if the leave is birth related leave); or
   b) the day of placement, or the expected day of placement, of the child (if the leave is adoption related leave).

26.4. **Health and Safety of Mothers**

26.4.1. If at any time during her pregnancy an employee gives the employer a medical certificate (including a certificate requested under clause 26.4.3) stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a specified period (the risk period) because of:
   a) illness, or risks, arising out of the employee’s pregnancy; or
   b) hazards connected with the position.

   then

   c) the employer must transfer the employee to an appropriate safe job, if one is available for the risk period, with no other change to the employee’s terms and conditions of employment; or
   d) if there is no appropriate safe job available, the employee is entitled to take paid no safe job leave at their base hourly rate for all ordinary hours that fall within the risk period.

26.4.2. An employee’s entitlement to be paid no safe job leave will end in any and all of the following circumstances:
   a) at the transfer of the employee to an appropriate safe job; or
   b) at the end of the risk period as medically determined; or
   c) at the commencement of a period of parental leave; or
   d) at the end of the pregnancy.

26.4.3. If a pregnant employee continues to work or is taking no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask the employee to provide a medical certificate containing the following statements (as applicable):
a) a statement of whether the employee is fit for work;
b) if the employee is fit for work - a statement of whether it is inadvisable for the employee to continue in her present position during a specified period because of:

(i) illness, or risks, arising out of the employee’s pregnancy;
or
(ii) hazards connected with the position.

26.4.4. The employer may require the employee to commence parental leave as soon as practicable, if the employer has requested a medical certificate under clause 26.4.3 and:
a) the employee does not provide a certificate within 7 days of the request; or
b) the employee provides a certificate within 7 days and that certificate states that the employee is not fit for work.

26.5. **Illness and Miscarriage**
26.5.1. An employee is entitled to take sick leave or unpaid special parental leave for a period specified on a medical certificate where:
a) she has a pregnancy related illness; or
b) she has been pregnant, and the pregnancy ends within 28 weeks of her due date otherwise than by the birth of a living child.

26.5.2. Where an employee:
a) has been pregnant; and
b) the pregnancy ends within 9 weeks of her due date, otherwise than by the birth of a living child; and
c) the employee was entitled to paid parental leave in relation to the pregnancy, subclause 26.5.1 will not apply and the employee will instead retain their entitlement to the paid portion of their parental leave.

26.5.3. If an employee has commenced parental leave and the child that the leave relates to dies, the employee retains the entitlement to any paid portion of that parental leave that has not yet been taken.

26.6. **Consultation during Parental Leave**
Where an employee is on parental leave and the Employer makes a decision that will have a significant effect on the employee’s pre parental leave position, the Employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position, including any change to its status and level of responsibility.

26.7. **Completion of Parental Leave**
26.7.1. On ending a period of parental leave, an employee is entitled to return to:
a) their pre-parental leave position; or
b) if that position no longer exists, an available position for which the employee is competent and suited nearest in status,
responsibility, pay and, where possible, location to the pre-
parental leave position.

26.7.2. If an employee has taken parental leave in relation to a child and they cease to have any responsibility for the care of that child the Employer may give the employee written notice requiring the employee to return to work on a specified day that is:
   a) at least 4 weeks after the notice is given to the employee; and
   b) must not be earlier than 6 weeks after the date of birth of the child (if the leave is birth related leave taken by a female employee who has given birth).

The employee’s entitlement to parental leave in relation to the child will then end immediately before the specified day.

26.7.3. Where an employee has taken paid parental leave at half rates only half of the period of paid maternity leave will count as service for the accrual of leave.

27. TRADE UNION TRAINING LEAVE

27.1. Entitlement
Employees may be granted leave to attend approved training courses or seminars conducted by one or more of the Unions ("Trade Union Training Leave").

27.1.1. Full-Time employees may be granted up to 12 days Trade Union Training Leave on full pay in a two year period.

27.1.2. In addition, full-time employees may be granted up to 15 days Trade Union Training Leave without pay in any one year period, subject to the relevant training course or seminar being acceptable to both the Employer and the Union.

27.1.3. Part-time employees may be granted a proportional amount of Trade Union Training Leave (both paid and unpaid) based on the number of part-time hours in relation to the number of full-time hours.

27.1.4. Casual employees are not entitled to Trade Union Training Leave.

27.2. General
27.2.1. The two year and one year periods referred to in this clause (27) will be reckoned as the relevant period of time immediately preceding the commencement date of the particular period of Trade Union Training Leave requested.

27.2.2. Any period of Trade Union Training Leave (including unpaid leave) will count as service for all purposes.

27.2.3. The amount of Trade Union Training Leave requested can include reasonable travelling time required during working hours to attend the course or seminar.
27.2.4. Unused Trade Union Training Leave shall not accrue beyond the specified two year period.

27.3. Taking Trade Union Training Leave
27.3.1. Trade Union Training Leave will be granted providing that the Employer's operating requirements permit the taking of the leave and that the absence does not require the employment of relief staff.

27.3.2. An application must be supported by a statement from the relevant Union that it has nominated the employee concerned for the course or seminar, or supports their application to attend the course/seminar.

27.4. Payment for Trade Union Training Leave
27.4.1. Trade Union Training Leave shall be paid at the rate of pay most paid to an employee during the 12 months immediately prior to the employee commencing such leave or at the employee's base rate of pay at the time of commencing the leave, whichever is the greater. Payment for Trade Union Training Leave will not include shift allowance, penalty rates or overtime.

27.4.2. Expenses associated with attending a course or seminar (eg fares, accommodation, meals, etc.) will be met by the employee.

28. SPECIAL LEAVES
28.1. Special Short Leave
28.1.1. Special short leave on full pay may be provided to employees who are absent because of an urgent and unforeseen personal emergency other than illness, injury or death in the family.

28.1.2. Employees may be entitled to up to two days paid leave for any one occurrence.

28.1.3. Leave will generally be limited to one day unless it is not possible for the employee to make satisfactory arrangements in that time.

28.2. Make-Up Time
28.2.1. An employee may elect, with the consent of the Employer, to work “make-up time”, under which the employee takes off ordinary hours, and works those hours at a later time, during the spread of hours, at the ordinary rate of pay.

28.2.2. An employee on shift work may elect, with the consent of the Employer, to work make-up time at the shift work rate that would have been applicable to the hours taken off.

28.3. Emergency Services Leave
28.3.1. Emergency Firefighting
An employee who undertakes firefighting duties during an emergency declared under section 44 of the Rural Fires Act 1997 (NSW), may be granted leave on full pay for the time they are absent for such firefighting duties.
28.3.2. **Volunteer Firefighting**
An employee who is an unpaid volunteer member of a local Fire Brigade or Rural Fire Brigade, may be granted leave on full pay up to a maximum of five days per annum. This leave is to cover necessary absences from duty when the employee is called upon to fight fires during their normal working hours.

28.3.3. **Emergency Operations**
An employee who volunteers to assist the State Emergency Services, New South Wales Police or Rural Fire brigades in emergency operations during a declared State of Emergency of New South Wales, may take leave on full pay whilst engaged in these activities during normal working hours subject to:
a) the employee's manager first verifying that a State of Emergency of New South Wales has been relevantly declared; and
b) the Employer's manager authorising such leave.

28.3.4. Where an employee remains on emergency duty for several days, and the headquarters to which they are attached operates on a 24 hour a day basis, the employee may be allowed reasonable time for rest in cases where physical distress was experienced, before returning to work.

28.3.5. **Certificates of Attendance**
Applications for leave for firefighting and emergency operations must be supported by evidence of participation with the relevant emergency service authority. Applications for rest periods must also be supported.

28.3.6. **Emergency Services Courses**
Employees selected to attend courses, training or lectures nominated by the Director State Emergency Services Controllers are to be granted special leave on full pay for the time they are necessarily absent from duty.

28.4. **National Aboriginal and Torres Strait Islander Day**
Aboriginal and Torres Strait Islander employees may be granted up to one day's special leave per annum to participate in National Aboriginal and Torres Strait Islander Day celebrations subject to Employer's convenience.

28.5. **Naturalisation Ceremonies**
An employee who desires to be naturalised may be granted special leave for the minimum time necessary to enable them to prepare for and attend the ceremony.

28.6. **Blood Donor's Leave**
28.6.1. Employees will be allowed leave with pay to cover reasonable travelling time to and from the Blood Bank plus one hour.

28.6.2. Proof of attendance must be provided to the Employer.

28.7. **Military Leave**
28.7.1. Employees with a minimum of six months continuous service who are members of the Defence Force Reserves and whose military service is part-time will be entitled to Military Leave on the following basis:
   a) in respect of annual training, up to 16 calendar days on full pay per year; and
   b) in respect of attendance at a school, class or course of instruction, up to a further 16 calendar days on full pay per year.

28.7.2. In cases where the employee's Commanding Officer certifies in writing that it is necessary for that employee to attend for purposes of obligatory training on days additional to those specified in subclauses 28.7.1, the employee shall be granted a further period of Military Leave on full pay not exceeding four calendar days in any one year.

28.7.3. If an employee is required to be absent for military purposes for periods in excess of those provided for above, the employee will need to cover the absence with another type of leave (eg. annual leave or leave without pay).

28.7.4. Public Holidays occurring during periods of Military Leave will form part of such leave and will not extend the period of paid Military Leave.

28.8. **Jury Service Leave**
28.8.1. Employees (other than casual employees) shall be granted paid leave for jury service if they are required to attend court on a day(s) they are scheduled to work.

28.8.2. To be granted Jury Service leave, an employee must fulfil the following requirements:
   a) the jury service must fall at a time when the employee would otherwise be on duty;
   b) the employee must not accept jury fees (except travelling and out-of-pocket allowances) for the period of special leave; and
   c) the employee must provide a certificate from the Sheriff or Registrar of the Court certifying that there has been no payment for jury fees; or
   d) the employee must repay to the Employer all fees received, other than travelling and out-of-pocket allowances.

28.8.3. Jury Service leave is not available if:
   a) the jury service falls during a period of approved absence such as annual leave, long service leave, etc.; or
   b) an application for the leave is lodged without the Sheriff's or Registrar's certificate as to non-payment of fees or the fees have not been repaid to the Employer.

28.9. **Local Government Leave**
28.9.1. Employees who hold the Office of Mayor may be granted up to ten (10) days paid leave per year.
28.9.2. Employees holding office in local government (other than Mayor) may be granted up to two and one half (2½) days paid leave in each twelve (12) month period; or upon completion of twelve (12) months service, five (5) days paid leave in any two (2) year period.

28.9.3. This leave is to be used for the purposes of attending meeting and conferences, etc, or performing other council duties which require the employee to be absent from work.

28.9.4. If the special leave entitlement outlined above is insufficient, the employees may be granted leave of absence on the basis of time being made up, leave without pay or the deduction from other leave due.

28.10. **English Language Tuition Leave**

28.10.1. The Employer shall grant employees, of non-English speaking background who are unable to adequately communicate in the English language, time off without loss of pay during normal working hours to attend English language classes conducted by the Employer or any other recognised authority.

28.11. **Payment for Leave**

The types of leave set out in this clause (28) shall be paid at the pay point most paid to an employee during the 12 months immediately prior to the employee commencing such leave or at the employee's base rate of pay at the time of commencing the leave, whichever is the greater.

29. **FARES**

29.1. **Entitlement**

29.1.1. Employees who go regularly to work at a recognised office or depot will bear the cost of travelling to and from their work.

29.2. **Follow-the-Job**

29.2.1. Employees who follow the job as defined, will be reimbursed fares between home and place of work as follows:

   a) fares actually incurred in using public transport; or

   b) where an employee does not use public transport they will receive an allowance equal to the fares they would have paid if public transport had been used.

29.2.2. Where employees follow the job as defined and the Employer is satisfied that public transport is not available and the employee is not provided with transport by the Employer and is required to drive their own vehicle, payment will be made to the employee as follows:

   a) The Employer will pay to the employee an allowance for the return journey calculated in accordance with Item 1 of Schedule 5 to this Agreement.

   b) The route the employee is to travel will be determined by the Employer and distances calculated will only be in respect of
any journey, or part of that journey, that is within the Employer’s area of operations.

c) Fares will not be payable in circumstances covered by Clause 31 (Journeys Extending Over One Day).

29.3. **Sent Temporarily to Work Away**

29.3.1. Employees temporarily sent to work away from their recognised office or depot and not required to report to such office or depot before commencing or ceasing work will be reimbursed the difference between the cost of travel to their recognised office or depot and any additional out-of-pocket daily fares incurred.

29.3.2. Employees required to travel away from their recognised office or depot and return again during the course of their duties will be reimbursed any necessary out-of-pocket expenses incurred.

30. **TRAVELLING TIME**

30.1. **Entitlement**

30.1.1. Payment at single time rates will be made for all travelling time in excess of one journey to and from work on a working day and outside the employee's rostered ordinary hours.

30.1.2. Employees sent temporarily to work away from their recognised office, depot or region and required to travel outside their ordinary hours, will be entitled to payment at single time rates for:

   a) the time occupied in travelling to and from the job in excess of one hour for each journey; or

   b) travelling time in excess of the time normally spent in travelling between their home and recognised office, depot or region if the normal journey is in excess of one hour each way.

30.1.3. An employee will not be considered to have a recognised office, depot or region unless specifically attached thereto for a period of one month.

30.1.4. Travelling time under this clause will not apply to an employee in receipt of expenses or payments as provided in Clause 31 (Journeys Extending Over One Day).

30.1.5. Employees whose ordinary hours of work are 38 hours per week and who are required to drive Employer's vehicles will be paid ordinary rates for all time in excess of one hour for each journey outside normal working hours other than journeys between their homes and recognised office, depot or region as the case may be and return. Such payments will not count towards the calculation and payment of overtime or for payment of meals.

31. **JOURNEYS EXTENDING OVER ONE DAY**

31.1. **Accommodation and Meals not Provided**
31.1.1. Employees required, in the course of their duties, to depart from their homes or place of work, and unable to return on the same day shall be paid an allowance calculated in accordance with Item 2 of Schedule 5 to this Agreement.

31.1.2. This allowance covers the cost of accommodation and breakfast, lunch and evening meal.

31.1.3. The amount payable is based on the time the employee leaves their place of work or home, whichever is the latter, to the time they return to either their place of work or home, whichever is the earlier.

31.1.4. Where the cost of accommodation and meals unavoidably exceeds the above allowances, the employee shall be reimbursed the actual excess cost.

31.1.5. The Employer reserves the right to have regard to the standard of accommodation used and available in the area, and to the approval of upper limits of the cost of breakfast, lunch and evening meals where receipts are provided.

31.2. **Accommodation and Meals Provided**

31.2.1. Where the Employer provides an employee with accommodation and meals:
   a) the allowance in subclause 31.1.1 shall not apply;
   b) the employee shall be paid an allowance as set out in Item 3 of Schedule 5 to this Agreement; and
   c) the employee shall be paid the relevant hourly rate referred to in subclause 31.1.1 for the time spent travelling on the forward and return journey outside their scheduled hours.

31.3. **Accommodation but no Meals Provided**

31.3.1. Where the Employer provides the employee with accommodation but not meals:
   a) the allowance referred to in subclause 31.1.1 shall not apply;
   b) the employee shall be paid an allowance as set out in Item 4 of Schedule 5 to this Agreement to buy breakfast, lunch and dinner;
   c) the employee shall be paid the relevant hourly rate referred to in subclause 31.1.1 for the time spent travelling on the forward and return journey outside their scheduled hours.

31.4. **Transport**

31.4.1. The Employer shall pay the cost of transport or provide transport.

31.5. **General**

31.5.1. Employees receiving payments under this clause are not entitled to meal allowances.

32. **MEAL ALLOWANCES**
32.1. An employee required to perform duty after and in excess of their usual hours, shall be paid meal allowances on the following basis:

32.1.1. On completion of:
   a) one and one half hours work after the employee's usual ceasing time, Monday to Friday inclusive, an allowance as set out in Item 5 of Schedule 5 to this Agreement, and for each further four hours worked, an allowance as set out in Item 6 of Schedule 5 to this Agreement; and
   b) not less than three hours on a Saturday, Sunday or Public Holiday, extending beyond 1.00 p.m. or 6.00 p.m., an allowance as set out in Item 7 of Schedule 5 to this Agreement, and for each further four hours worked, an allowance as set out in Item 8 of Schedule 5 to this Agreement.

32.1.2. When required to commence duty at or before 6.00 a.m. Monday to Friday inclusive, which time is at least one hour before their usual starting time, an allowance as set out in Item 9 of Schedule 5 to this Agreement. This shall not apply to employees whose hours have been varied in accordance with Clause 11 (Hours of Work).

32.1.3. When recalled to work after their usual ceasing time:
   a) Monday to Sunday inclusive upon the completion of the first four hours of overtime worked, an allowance as set out in Item 10 of Schedule 5 to this Agreement;
   b) for each further four hours worked, an allowance as set out in Item 11 of Schedule 5 to this Agreement; and
   c) except as provided in subclauses 32.1.1 and 32.1.2 above and works a minimum of three hours overtime which extends beyond 7.00 a.m., an allowance as set out in Item 12 of Schedule 5 to this Agreement.

This allowance will not be paid where the employee is in receipt of payments under Clause 31 (Journeys Extending Over One Day).

33. **FIRST AID ALLOWANCE**
33.1. Employees who hold a current first aid certificate and are nominated by the Employer to be available to carry out first aid duties will be paid an allowance as set out in Item 13 of Schedule 5 to this Agreement in addition to their ordinary rate of pay.

33.2. This allowance shall not be paid during periods of leave or on Public Holidays or where the job contemplates the need for a first aid certificate.

34. **SAUNA BATHING ALLOWANCE**
34.1. Any employee who comes into contact with sewage to the extent that it attaches to their clothing and person, shall be entitled to a sauna bathing allowance calculated as below, provided that such allowance shall not be
payable when the Employer provides sauna bathing facilities of an approved design:

a) where contact as defined is on a regular basis, ie three days or more per week, an allowance as set out in Item 14 of Schedule 5 to this Agreement; and
b) where contact as defined is on an irregular basis, ie less than three days per week, an allowance as set out in Item 15 of Schedule 5 to this Agreement.

35. **VEHICLE EQUIPMENT ALLOWANCES**
35.1. Employees, other than designated motor transport drivers (Tankering Service) driving vehicles:
   a) with single axle semi-trailer, float, jinker or trailer attached will be paid an allowance as set out in Item 16 of Schedule 5 to this Agreement;
   b) with dual axle semi-trailer, low loader, float, jinker or dog trailer (ie fully drawn trailer wholly supported on its own four wheels, such as certain compressors, etc) attached will be paid an allowance as set out in Item 17 of Schedule 5 to this Agreement;
   c) with a semi-trailer, low loader, float or jinker fitted with more than 2 axles attached will be paid an allowance as set out in Item 18 of Schedule 5 to this Agreement.

36. **RENEWAL OF DRIVERS' LICENCES**
36.1. Drivers' licences issued by the Roads and Traffic Authority will be renewed at the Employer's expense for employees who are required by the Employer to regularly drive motor cars, motor lorries and/or plant as part of their normal duties, and which require the possession of such a licence.

36.2. Regular for the purpose of this clause will be held to be three days per week on a week-by-week basis. Employees responsible for authorisation of drivers' licence claims will need to ensure themselves that the claimant will, on average, be driving three days per week.

37. **TELEPHONE ALLOWANCE**
37.1. Subject to subclauses 37.4 and 37.5, where an employee volunteers to be on a list, and is placed on a list, for availability for telephone contact in relation to Clause 18 (After Hours Callouts and Remote Access), the Employer shall pay the employee an allowance as set out in Item 19 of Schedule 5 to this Agreement.

37.2. The Employer will set the limit on the number of employees required for the list provided for in subclause 37.1. This limit will vary based on business needs. Where there are more volunteers than needed the Employer will implement a method of fair distribution for employees, with suitable skills, to be included.
37.3. The Employer will not contact an employee in relation to Clause 18 (After Hours Callouts and Remote Access) when an appropriately skilled employee, rostered on stand by and entitled to a payment as provided for in Clause 19 (Stand-By), is suitable and available to respond, within the Employers defined reactive response times, to being called back to work after hours.

37.4. The allowance provided for in subclause 37.1 is not payable when the employee is entitled to a payment under Clause 19 (Stand-By).

37.5. The allowance provided for in subclause 37.1 is not payable on days when the employee is clearing any form of leave provided for in this Agreement or the policies of the Employer.

37.6. Where an employee is required by the Employer to have a fixed line telephone for the purposes of subclause 37.1 at their place of residence, they shall have the cost of rental, and if necessary the cost of installation, paid by the Employer.

37.7. Work related telephone calls made by an employee will be reimbursed by the Employer.

38. OUT OF POCKET EXPENSES

38.1. Where an employee is required by the Employer to spend their own money they will be entitled to reimbursement. The expense must be approved by an authorised employee as a necessary work related expense.

38.2. Employees will be reimbursed within 24 hours of lodgement of their claim.

38.3. The reimbursement is subject to the provision, amendments and rulings of the Income Tax Assessment Act.

39. TOOLS AND EQUIPMENT

39.1. All tools will be supplied to employees and must be returned.

39.2. Where the Employer requires an employee to wear spectacles with toughened glass lenses, the cost of the toughening process will be paid for by the Employer.

40. HEALTH AND SAFETY OF EMPLOYEES

40.1. It is a condition of employment that all employees must use or wear any safety protective equipment issued by the Employer.

40.2. Employees will be given safety instructions and training in respect of any work they are required to perform and will be paid as if at work during such instruction and training.
40.3. On each site, permanent depot, workshop and at all other places where employees are employed, and in caravans, moveable amenities sheds and vehicles designated as personnel carriers, the Employer will provide and continuously maintain at a place or places accessible to all employees, a fully equipped first aid kit.

40.4. At each site a notice will be displayed where the first aid kit is normally kept, listing the name(s) of qualified first aider(s).

40.5. The Employer and all employees will comply with the New South Wales Occupational Health and Safety Act, 2000 and Regulations and Codes of Practice as amended or replaced from time to time.

40.6. Employees have a responsibility to comply with agreed safe systems of work and for reporting any new hazards identified in the course of their activities.

40.7. All employees have the authority to make a decision to proceed or not proceed with a work activity based on a valid documented risk assessment and a responsibility to consult their manager on such decisions.

41. PERSONAL PROTECTIVE WEAR, OUTDOOR WORK WEAR AND UNIFORMS

41.1. Issue
41.1.1. The Employer shall provide uniforms and outdoor work wear to employees where appropriate, depending on the nature of work, and to a pre-determined value or issue.

41.1.2. The Employer shall provide personal protective wear and equipment where required by law or which is required for employees to undertake their work safely where a hazard cannot be eliminated and there is a foreseeable risk of injury or damage to property.

41.2. Replacement
41.2.1. Personal protective wear, outdoor work wear and uniforms shall be reissued as necessary to replace items which have deteriorated by normal fair wear and tear basis.

41.3. Responsibilities
41.3.1. It is a condition of employment that employees must use and wear the uniforms, outdoor work wear and/or personal protective wear that are issued to them by the Employer.

41.3.2. Each employee shall be responsible for the proper care and laundering of uniforms, outdoor work wear, and personal protective wear issued to them.

41.3.3. Employees are not permitted to use uniforms, outdoor work wear and personal protective wear or equipment which is provided by the Employer for any other purposes other than while engaged by the Employer.
42. **MEAL AND CHANGE SHED**
42.1. The Employer will provide change sheds, including all suitable conveniences, tables, seats, etc to be used exclusively for such purposes, together with pure drinking water and boiling water at meal times, and for morning and afternoon tea breaks, and sanitary accommodation for its employees. All drinking water shall be stored in a covered receptacle with a tap attached to prevent pollution.

42.2. Where employees are employed handling large quantities of cement, coal, dirty machinery, etc provision will be made for washing with hot and cold water. Soap or cleansing paste and toilet paper shall be supplied by the Employer.

43. **REMOVAL EXPENSES**
43.1. An employee, required by the employer to live in a specified locality, who is subsequently transferred to another locality, shall be entitled to reasonable removal expenses, unless such transfer is a result of misconduct.

43.2. The employee must obtain three quotations of the cost of removal, and will be reimbursed on the basis of the lowest quotation.

44. **FLEXIBLE WORK ARRANGEMENTS**
44.1. An employee may apply to the employer to enter into a Flexible Working Arrangement.

44.2. A Flexible Working Arrangement may include but is not limited to one or more of the following:
   a) changes to the number of ordinary/contracted hours;
   b) changes to patterns of work/rosters;
   c) home based work;
   d) job sharing;
   e) leave without pay (including career breaks);

44.3. A Flexible Work Arrangement will be for a maximum period of 12 months in duration.

44.4. A request for a Flexible Working Arrangement must:
   a) be in writing; and
   b) set out details of the change sought and of the reasons for the change.

44.5. The Employer may only refuse a request for a Flexible Working Arrangement or for the renewal of a Flexible Working Arrangement on reasonable business grounds.

44.6. The Employer must respond to all requests for Flexible Working Arrangements:
   a) in writing; and
b) within 21 days; and

c) If the request is being refused, including details of the reasons for the refusal.

44.7. The terms of a Flexible Work Arrangement may be varied at any time by mutual written agreement between the employee and the Employer.

44.8. Either the Employer or employee may terminate a Flexible Work Arrangement:

a) by giving 28 days written notice to the other party to the arrangement; or

b) at any time if the Employer and employee agree in writing.

44.9. An employee may apply to the employer for the renewal of a Flexible Working Arrangement for further periods of up to 12 months at any time within the 4 weeks before the agreed end date of the Arrangement.

44.10. Any Flexible Work Arrangement entered into under this clause will not alter or exclude the operation of any clause of this agreement.

45. **DELEGATES RIGHTS AND OBLIGATIONS**

45.1. Employees elected as Union delegates or employee representatives will, upon provision of written proof of the election to the Employer, be recognised as an accredited representative of the Union or the consultative committee to which they belong and in the defined area they are elected to represent.

45.2. They will be allowed all reasonable time during working hours to submit to the Employer matters affecting the employees they represent. Such representations should be arranged for times that are convenient to both parties.

45.3. Before a Union delegate moves away from their immediate work location to commence work on Union or consultative committee business, they must first obtain the permission of their manager.

45.4. Where a Union delegate wishes to meet with Employer’s representatives, and this would take them away from their immediate work location, they should first seek their manager’s leave before making such an arrangement.

45.5. Prior to leaving the immediate work location a Union delegate must provide to their manager information regarding the purpose for their departure, the estimated time of absence and telephone contact if practicable. Immediately upon their return from Union or Consultative Committee business they will inform their manager their time of arrival and departure from the location where they were required.

45.6. Union Delegates will not enter any other work location for which they are not elected on Union or consultative committee business unless they first receive the permission of the relevant manager for that area.
45.7. Failure of a Union delegate to comply with the requirements of this clause (45) will result in the employee forfeiting the right to pay for any period of absence to perform the duties of a delegate.

45.8. Managers will not unreasonably withhold permission for Union delegates to attend to bona fide matters or issues affecting the legitimate industrial interests of the members they are elected to represent. In the same spirit, these employees should observe the above procedures and recognise the need to balance their absence from the job on Union or Consultative Committee business with the requirement for acceptable work performance.

45.9. Subject to the provisions of any relevant legislation the opportunity is open for Union delegates to approach employees in the defined area to which they have been elected in respect to enrolment of union membership.

45.10. Wherever practicable, the Employer will provide reasonable access to:
   a) a private area where delegates can meet with individual members, or other delegates to conduct Union business, and
   b) telephone, facsimile, photocopying, intranet, internet and email facilities for the purposes of carrying out work as a delegate.
   In any event the provision of the facilities described above shall not have the effect of giving delegates any greater rights (other than the performance of Union business) or lesser accountability than apply to employees.

45.11. For the purposes of this clause (45) Union delegates will not include Committee of Management member, Executive member, member of a Union governing body, Workplace, Divisional or Regional Delegates Committees members of the Union or Consultative Committee equivalents.

45.12. Whilst it is recognised that Committee of Management, Executive or other Union governing body members, or their Consultative Committee equivalents are not confined to the specific provisions contained herein it is understood that these provision will have general application excluding the requirement of subclause (45.1) concerning the area of operation.

45.13. The application of the provision contained herein will apply to members of Workplace Delegates Committees, Divisional Delegates Committee and Regional Committees of the Union within their respective areas of operation.

45.14. In exercising these rights Union delegates must not harass or hinder employees in the performance of their work.

45.15. Union delegates will be granted up to four days paid leave in a two year period (not accruable) to attend the annual Union conference. Any leave granted under this provision will be deducted from the employee’s entitlement under Clause 27 (Trade Union Training Leave).
46. EMPLOYEES ON UNION AND/OR CONSULTATIVE COMMITTEE BUSINESS

46.1. Any:
   a) accredited delegate of a Union; or
   b) employee representative elected to a Consultative Committee; or
   c) employee elected to a Union Committee of Management; or
   d) employee acting in any of the above capacities

who takes leave without pay to attend to business for which they have been elected, will not lose any rights which would have otherwise accrued under Clause 21 (Annual Leave) and Clause 22 (Long Service Leave).

47. CONSULTATION AND SIGNIFICANT ORGANISATIONAL CHANGE

47.1. Significant Organisational Changes
For the purposes of this clause, “significant organisational change” means a major change to the Employer’s enterprise, other than in accordance with this Agreement, which is likely to have a significant effect on employees. A major change is likely to have a significant effect on employees if it results in:
   a) the termination of the employment of employees; or
   b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
   c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
   d) the alteration of hours of work; or
   e) the need to retrain employees; or
   f) the need to relocate employees to another workplace; or
   g) the restructuring of jobs.

47.2. Commitment
47.2.1. In developing and implementing proposals for significant organisational change (“Proposals”) the Employer will investigate opportunities for:
   a) the retention of skills considered integral to the future success of the Employer;
   b) retraining surplus employees;
   c) career development of employees.
   d) "job swaps" where there is a reasonable skill, performance and location match;
   e) converting to part-time;
   f) job sharing;
   g) volunteers for redundancy;
   h) employees to take extended leave and exhausting accumulated leave; and
   i) employees to take periods of unpaid leave.

47.2.2. Where the Employer is considering introducing significant organisational change the Employer and the Unions commit to the exchange of relevant information and advice on any likely effects and consequences of the change; and the Employer and the Unions will take each others views into account.
47.3. **Process of Consultation**  
47.3.1. In developing Proposals the Employer must discuss the proposed change(s) with affected employees including the rationale for required changes, expected changes to the number and types of positions and the reasons for them and proposed process for dealing with affected employees.

47.3.2. Prior to making a decision to implement a Proposal, the employer will forward the finalised Proposal to the relevant Unions in writing. Should positions be identified as redundant as a consequence of the implementation of any Proposal, the Employer will provide the relevant Union(s) with clear statements as to why the positions are no longer required. As part of consultation, the Employer will advise the relevant Unions of the outcome of the investigations undertaken in subclause 47.2.1.

47.3.3. During a period of up to four weeks from the relevant Union(s) receiving a Proposal, they will have an opportunity of making written submissions or seek to negotiate with nominated Employer representatives in relation to any alterations or objections they may wish to raise in relation to the proposed change ("Consultation Period").

47.3.4. During the Consultation Period the Employer will allow two paid meetings to a maximum duration of one hour each for the relevant Unions to consult with affected employees at a time that will minimise impact on operations.

47.3.5. At the end of the Consultation Period the Employer will again consider the proposed change and determine its position as to implementation.

47.3.6. Where the Employer does not agree to alter a Proposal in a manner proposed by the relevant Unions or the affected employees, the Unions may seek the consent of the relevant Employer representative(s) to extend the Consultation Period. There is no obligation on the Employer to grant any extension.

47.4. **Minimising the Impact of Redundancy**  
Where, during the nominal life of this Agreement, the introduction of significant organisational change may give rise to redundancies, Schedule 1 will apply.

47.5. **Outsourcing**  
47.5.1. Where the employer wishes to make arrangements to outsource it should only do so after weighing up all alternative options.

47.5.2. Where the employer is considering permanently outsourcing any work, the employer will consult with the affected employees and Unions prior to finalising the decision to request tenders for such work.

47.5.3. Where the employer will continue to retain a workforce to complete either a portion of the work being outsourced or to complete the same type of work that is being outsourced, employees engaged in that work will:
a) be given the opportunity to make submissions about bidding for the work that is proposed to be outsourced; and
b) subject to the approval by the Managing Director, be able to participate in that bidding.

47.5.4. In the event that employees are given the right to lodge a tender under clause 47.5.3:

   a) the Union(s) will have access to all appropriate company information such as tender documents; and
   b) the employer shall resource training necessary for Union Delegates to deal with outsourcing. This shall include paid time off, travel, accommodation and incidental expenses for Union delegates; and
   c) the employer will provide reasonable paid time for Union Delegates to attend joint reviews and address Union members at meetings to respond to the business case and prepare specific in-house bids. Members and their delegates shall not lose pay as a result of their involvement and where necessary shall be given access to internal departmental expertise where such a request may assist in the process. If necessary, the employer will also provide external expertise and meet the associated costs.

47.6. Policies
47.6.1. The Employer will consult on all policies it introduces or varies where such policies deal with matters pertaining to this Agreement.

48. DISPUTE RESOLUTION AND GRIEVANCE PROCEDURES
48.1. General
48.1.1. These procedures provide a framework for the handling of disputes or grievances initiated by either one employee or a group of employees. The Procedures are designed to achieve the settlement of disputes or grievances as quickly and effectively as possible.

48.1.2. Any dispute between the Employer and employee(s) or the employee’s representative shall be resolved according to the following steps:

48.2. Step 1 – Notifying the Immediate Supervisor
When a dispute or grievance arises, the employee(s) concerned must, in the first instance, notify their immediate supervisor (in writing or otherwise) of the substance of the matter.

Upon receipt of this notification the supervisor must arrange a meeting to discuss the matter with the affected employee(s). This meeting should be held within three working days of receiving notification, or at another time acceptable to the affected employee(s).

At the meeting with the supervisor, the affected employee(s) must provide further details of the matter and may offer any suggested solutions.
All efforts should be made by the parties involved to resolve the matter at this stage.

48.3. **Step 2 – Involvement of More Senior Manager**
If the dispute or grievance remains unresolved, the immediate supervisor must refer the matter to their manager within three working days of the completion of Step 1.

The more senior manager must then arrange a meeting to discuss the matter with the affected employee(s). This meeting should be held within three working days of the referral of the dispute, or at another time acceptable to the affected employee(s).

48.4. **Step 3 – Involvement of Human Resources Manager**
If the dispute or grievance was referred to the more senior manager but remains unresolved, or involves more than local issues, it must be referred to the appropriate Human Resources Manager within three working days of the completion of Step 2 or at another time acceptable to the affected employee(s).

The Human Resources Manager must then arrange a meeting to discuss the matter with local management, the affected employee(s), their chosen representatives and other relevant human resource staff. This meeting should be held within three working days of receiving notification, or at another time acceptable to the affected employee(s).

48.5. **Step 4 – Involvement of General Manager**
If the dispute or grievance remains unresolved after completing Steps 1 to 3, the Human Resources Manager must refer the matter to the appropriate General Manager (or the General Manager's duly appointed representative(s)) who must arrange a meeting to discuss the matter with the Human Resources Manager, the affected employee(s) and their chosen representative(s).

At the conclusion of this Step 4, if the matter is still not resolved, the Employer shall provide to the affected employee(s) a response (in writing or otherwise) to the dispute or grievance, outlining the action taken and reasons why any proposed solutions were not implemented. The Employer must endeavour to provide this response to the affected employee(s) or their chosen representatives within three working days of the completion of this Step 4.

48.6. **Step 5 – Involvement of Fair Work Australia**
If the dispute or grievance remains unresolved after exhausting Steps 1 to 4, and relates to a matter arising under this Agreement and/or the National Employment Standards, either party may refer the matter to Fair Work Australia, provided that they provide all other parties at least three working days' notice in writing of their intention to refer.

Fair Work Australia may deal with the dispute in 2 stages:
a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
   (i) arbitrate the dispute; and
   (ii) make a determination that is binding on the parties.

If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act.

Subject to any right of appeal the parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this subclause (48.6).

48.7. Rights and Obligations During Disputes
48.7.1. Employees are entitled to be represented or accompanied by a Union representative or other person of their choosing in and from step 2 of these procedures.

48.7.2. For a dispute or grievance of a more serious nature or where a dispute or grievance involves an employee’s immediate supervisor referred to in step 1 or the more senior manager referred to at step 2 of this procedure, either party may request that the dispute be immediately referred to the subsequent step of this Procedure.

48.7.3. While the parties are trying to resolve the dispute using the procedures in this clause:
   a) Managers and supervisors notified of a dispute or grievance must discuss the matter with all the necessary people and investigate the matter thoroughly.
   b) Employees must provide as much information as possible to assist in an effective resolution.
   c) The party that raised the dispute or grievance remains free to withdraw it at any stage.
   d) Where required by the Employer or an affected employee, confidentiality must be maintained at all times.
   e) an employee must continue to perform their work as they would normally do unless they have a reasonable concern about an imminent risk to their health or safety; and
   f) an employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
      (i) the work is not safe; or
      (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
      (iii) the work is not appropriate for the employee to perform; or
      (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
49. SENIOR MANAGERS

49.1. General
49.1.1. A prospective employee for a position that has been evaluated at or above Pay Level 15 may be offered employment as a Senior Manager at the discretion of the Employer.

49.1.2. An existing employee occupying a position that has been evaluated at or above Pay Level 15 may, at the discretion of the Employer, be offered to enter into a contract of employment designating them as a Senior Manager.

49.1.3. The pay and conditions of employment for Senior Managers, other than as specifically provided in this clause (49), are contained within their individual common law contract of employment and have no connection with this Agreement or any other Award or Agreement.

49.2. Senior Manager Bands 1 & 2
49.2.1. This subclause (49.2) shall only apply to employees engaged under an individual common law contract of employment in positions classified by the Employer as either Senior Manager Band 1 or Senior Manager Band 2.

49.2.2. In addition to the terms of their common law contracts of employment senior managers covered by this subclause (49.2) are also covered by the following clauses of this Agreement:
   a) Salary Sacrifice
   b) Public Holidays
   c) Annual Leave
   d) Long Service Leave
   e) Sick Leave;
   f) Carers Leave
   g) Compassionate Leave
   h) Parental Leave
   i) Special Leaves
   j) Travelling Expenses on Journeys Extending over one day
   k) Out of Pocket Expenses
   l) Personal Protective wear, Outdoor Wear and Uniforms
   m) Health and Safety of employees
   n) Removal Expenses
   o) Flexible Working Arrangements
   p) Dispute and Grievance Procedures
   q) Schedule 1: Redundancy and Redeployment

50. FACILITATIVE PROVISIONS
   Schedule 6 has effect.

51. NO FURTHER CLAIMS
This agreement covers the field. During the life of this agreement the parties and/or their representatives will make no extra claims for changes to remuneration or conditions of employment.

52. **SIGNATORIES**

Signed for and on behalf of Sydney Water Corporation

________________________                     ________________
Kerry Schott                     date
Managing Director
Sydney Water Corporation
SCHEDULE 1: Redundancy and Redeployment Policy

1. Purpose
To outline Sydney Water’s policy and approach to organisational structural change, any subsequent redundant positions and the management of displaced employees.

2. Scope
This Policy applies to all permanent employees of Sydney Water. However conditions relating to redeployment do not apply to General Managers of the organisation. Agency Hire Staff, Contractors, Casual and Fixed Term Contract employees are excluded from this Policy.

3. Definitions
Displaced Employee: An employee whose position has been declared redundant.

Job-Search Support Program: A structured program specifically designed to assist Redeployees to find a permanent position.

Notice Period: The period between an employee being advised in writing that their position is to be terminated and the determined date for exiting the organisation.

Red-Circed: Where an employee’s remuneration is frozen until the remuneration of their new position reaches the remuneration they were paid before they were displaced.

Redeployee: A displaced employee who has chosen to go on the redeployment program with the intention of seeking a permanent position.

Redeployment: The period of up to 12 months extended to a displaced employee who is attempting to find a permanent position.

Redeployment Categories: Redeployment assignments may be either:
- Un-allocated: Placement of a redeployee into a non-specific role with tasks not covered by a Position Description or where a replacement resource would not be required were the redeployee not available.
- Allocated: Placement of a redeployee into an approved, budgeted defined project, a Secondment, a Term or Acting position of less than 12 months and where a replacement resource would be required were the redeployee not available.

Redundancy Package / Payment Scale: A compensation package paid to a displaced employee on exiting the organisation.

Redundant Position: A position or job that is no longer required to be performed.

Remuneration: The IPS rate to which award employees are appointed or, for employees on Senior Manager Contracts, the total remuneration package (TRP).

Retrenchment: The termination of a displaced employee’s employment.
**Transition Program:** The total program of support for displaced employees including job-search support, financial planning, retirement planning, targeted retraining and counselling.

**Trial Period:** A period of up to three months that may be applied to assess suitability for permanent appointment to a position.

**Voluntary Redundancy:** A displaced employee who has volunteered to terminate their employment with Sydney Water.

**4. Policy Statement**

Sydney Water is committed to assisting employees whose position becomes redundant through either a redundancy payment or, for those committed to finding permanent work, redeployment. This Policy aims to meet both the needs of the individual and Sydney Water.

**4.1 Organisational Structural Change**

4.1.1 When assessing structural change that requires a reduction in the number of employees, Sydney Water will consider a range of options including natural attrition and limiting external recruitment. Decisions on which positions are no longer required are to be based on organisational requirements not the individuals filling the positions. Unsatisfactory performance is not grounds for declaring a position redundant. An offer of redundancy is not a method for rewarding employees who are planning to retire or leave the organisation.

4.1.2 The selection of staff to be offered Voluntary Redundancy:

- will not be made on the basis of age, sex, marital status, disability, race or ethnicity, pregnancy or parental leave, or union membership or non-membership
- will ensure that the Equal Employment Opportunity groups, to which Sydney Water’s Equity and Diversity strategy refers, are not disproportionately affected.

4.1.3 If there are to be multiple redundancies of the same or similar positions Sydney Water reserves the right to:

- offer Voluntary Redundancy to some employees in a group and not others based on business requirements
- refuse requests for voluntary redundancy from individuals in an affected business unit if their loss would adversely affect the performance of the business unit and/or they have skills Sydney Water wants to retain.

4.1.4 Where 4.1.3 occurs, selection criteria must be created to determine those to whom Voluntary Redundancy is offered. The Divisional Human Resources Manager will assist managers to create a selection criteria that is:

- objective, and
- includes criteria on past performance

4.1.5 Displaced employees will ordinarily be given a choice between Voluntary Redundancy and Redeployment however Sydney Water reserves the right to transfer affected staff to other positions within the organisation as an alternative to
retrenchment where the employee has the required skills and knowledge and the position is at a similar level and the nature of the work is similar.

4.1.6 Assistance will be made available to displaced employees which may involve:
- an alternative position
- a redundancy payment
- utilisation of the Employee Assistance Program
- vocational counselling
- limited re-training to upgrade skills
- time off work to attend job interviews
- outplacement and career planning assistance
- financial planning and/or retirement planning advice.

Assistance will not include the purchase of equipment such as computers and/or associated software.

4.2 Redundancy
4.2.1 The effective date of a position being redundant is the date the employee is advised in writing that their position has been declared redundant.

4.2.2 Employees whose position has been declared redundant and who have been offered a choice of either Voluntary Redundancy or Redeployment (refer 4.1.5) will have one calendar month to choose an option. As soon as practicable during this time the displaced employee will be supplied with relevant information about their financial entitlements.

4.2.3 The exit date will ordinarily be in line with the minimum ‘notice periods’ required by either relevant industrial instruments and/or legislation. The organisation may, at its option, make a payment in lieu of notice for the entire ‘notice period’ or agree for the period to be worked or a combination of both.

4.2.4 The Redundancy Package amount is based on length of service and the remuneration (excluding overtime and allowances) of the person whose position is made redundant.

4.2.5 The Redundancy entitlement will be calculated at the rate of four weeks per completed year of service and pro-rata to the most recent completed month at the date the position is declared redundant. Entitlements are capped as follows:
- Employees whose service commenced prior to 1 March 2008 will be capped at 120 weeks
- Employees whose service commenced on or after 1 March 2008 will be capped at 52 weeks.

4.2.6 The amount of the redundancy payment, calculated as per 4.2.5 above, will be frozen at the date the position is declared redundant. This means that it will not increase due to changes in service or remuneration while on redeployment. It may however decrease as per 4.3 below.
4.2.7 In addition to the redundancy entitlement, employees are eligible for payment of any outstanding annual leave and long service leave. There will be no payments for unused sick leave or any other leave.

4.3 Redeployment
4.3.1 The period of redeployment commences from the date the displaced employee is advised in writing that their position has been declared redundant. The period of redeployment is initially for three months and is subject to participation in the job-search program and active job seeking.

4.3.2 Redeployment will only be made available to displaced employees who:
- formally agree, through a performance agreement, to participate in a structured job search support program
- actively look for permanent work.

Failure to meet the requirements of the performance agreement may lead to action under the Disciplinary Policy, including dismissal.

4.3.3 All mandatory elements of the job-search program and evidence of having actively looked for work are pre-requisites to having the period on redeployment extended beyond three months.

4.3.4 Redeployees in both Un-Allocated and Allocated Redeployment will continue to be eligible for Voluntary Redundancy should the Redeployee leave the organisation. The redundancy entitlement will be based on the value calculated in 4.2 above (unless dismissed when no redundancy payment will be made).

4.3.5 The Redundancy entitlement will be reduced by 10% after six months of accrued Un-Allocated Redeployment and will continue to reduce on a week by week basis (as shown in Attachment 1) until either the employee exits the organisation or is Involuntarily Retrenched (refer 4.5).

4.3.6 Redeployees will be provided with work until a suitable position is found. While it cannot be guaranteed, this work will be at the same or a similar level to that occupied prior to displacement.

4.3.7 Redeployees will have their remuneration level maintained.
- Staff covered by an Award / Agreement will be eligible for award / agreement increases during their redeployment period
- Senior Managers remuneration will be managed as per their Contract.

NOTE: Any changes to remuneration will not affect redundancy payments.

4.3.8 If a Redeployee is placed in an Allocated Redeployment position, their redeployment period is extended by the term of the placement. Any reduction of redundancy entitlements will be suspended during the term/s of Allocated Redeployment.

4.3.9 Once a Redeployee is appointed to a permanent position or a term position greater than 12 months, either through a selection process or direct appointment, they will no longer be classified as a redeployee and will cease to be eligible for Voluntary
Redundancy. Should the new position cease or become redundant the employee will be treated as a newly displaced employee.

4.3.10 A redeployee may be directly appointed. Typical criteria to be considered includes whether:
- they meet the selection requirements, or
- they can perform the role satisfactorily or are likely to be able to perform satisfactorily within three months given appropriate training on and / or off the job.

If the displaced employee believes the appointment to be unreasonable they have seven days to put forward an appeal through the Grievance Resolution Process.

4.3.11 A Trial Period of up to three months may be applied to an appointment if agreed with the Redeployee, Hiring Manager and the Divisional HR Manager. If there is no agreement there will not be a Trial Period. Trial Periods are to be treated as ‘Allocated Redeployment’ assignments.

4.3.12 The Redeployee will be paid at the remuneration level of the new position except where the remuneration of the new position is lower than they are currently paid in which case their salary will be ‘Red Circled’.

4.4 Costs
Redeployees classified as an:
- Un-Allocated Redeployee will have their remuneration and associated on-costs charged to Human Resources
- Allocated Redeployee will have their remuneration and associated on-costs charged to the responsible Business Unit / Division.

4.5 Involuntary Retrenchment
A displaced employee will be involuntarily retrenched after completing a cumulative period of 12 months as an Unallocated Redeployee. The redundancy payment will be as per the scale shown in Attachment 1 and in line with 4.2.5.

5. Responsibility
Note that these responsibilities may be subject to change

<table>
<thead>
<tr>
<th>Position</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Displaced employees</td>
<td>• To inform their manager of their decision regarding redundancy or redeployment within the period given.</td>
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<tr>
<td></td>
<td>• If redeployment is selected:</td>
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<tr>
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<td>o an undertaking must be made to try and find a suitable permanent position as soon as reasonably possible through actively looking for a job</td>
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<tr>
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<td>o to accept all reasonable job placements offered</td>
</tr>
<tr>
<td></td>
<td>o to accept all reasonable direct appointments</td>
</tr>
<tr>
<td></td>
<td>o to participate fully in their job-search support program and other Transition Program activities.</td>
</tr>
<tr>
<td>Divisional General Managers</td>
<td>• To ensure that decisions regarding organisational structural change and any subsequent redundancies are made in accordance with the principles outlined in this policy.</td>
</tr>
</tbody>
</table>
| Divisional HR Managers | • To ensure that planned organisational structural change complies with the principles outlined in this policy.  
• That subsequent displacements occurring as a result of change are communicated, along with supporting documentation complete with delegated approvals, to both Payroll for processing and the Transitions Unit for management of the displacement/s. |
| Manager Injury Management and Deployment | • For the management, administration and interpretation of this policy.  
• The referral of displaced employees taking redundancy to Outplacement / Career Transition support services.  
• To place Redeployees in suitable job placements as soon as practically possible following their displacement.  
• To ensure Redeployees are following the Transitions Program and if not, providing support, counselling and if necessary:  
  o give formal warnings about Redeployee obligations on the Redeployment Program, and  
  o commence disciplinary procedures.  
• To facilitate a matching process of Redeployees against vacancies within the organisation.  
• To recommend and facilitate Direct Appointments.  
• For all associated documentation supporting placements and / or appointment of Redeployees ensuring payroll records and Confidential Service Files (CSF’s) are updated.  
• To manage the Redeployment budget.  
• Ensure costs are allocated according to the status of redeployment. |
| Business Unit Managers | • To apply the principles regarding organisational structural change and any subsequent redundancies outlined in this policy when planning organisation reforms. |
| Managers / Supervisors | • To manage attendance, performance and behaviour of displaced employees within their business area.  
• To provide clearly established guidelines of tasks, duties and responsibilities to displaced employees in their business area. |
| Business Unit | • Retains the initial responsibility to provide meaningful work to displaced staff however it is incumbent on all business units in all divisions to support the deployment of displaced employees. |
5. **Legislative Context**
*Public Sector Employment and Management Act 2002* (NSW)
*Sydney Water Act 1994* (NSW)

5. **Associated Documents**
   - Guidelines for Selection for Voluntary Redundancy
   - Recruitment and Selection Policy
   - Re-Employment Policy
### ATTACHMENT 1: Redundancy Entitlements Scale

<table>
<thead>
<tr>
<th>Years Service</th>
<th>Redundancy Entitlement (in Weeks)</th>
<th>Approximate Redundancy Entitlement for Each Month on Unallocated Redeployment</th>
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Formal review of Job Search to assess participation performance

10% reduction in entitlement if continuing Unallocated redeployment
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## SCHEDULE 3: Graduate and Undergraduate Pay Scales

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SCHEDULE 4: Competency Program Principles

The Competency Program Principles are a framework designed to align existing job skills and knowledge within the workplace with educational standards. Implementation will allow effective career development and will clearly identify current and future skill needs.

**Principle 1: Meet business needs**
Competency Programs will be developed and maintained to meet current and projected business needs including greater job satisfaction and higher levels of productivity.

**Principle 2: Encourage consultation between all stakeholders**
Competency Programs will encourage consultation between staff and their managers so as to enhance cooperation and harmony in the workplace.

**Principle 3: Support career development and learning**
Competency Programs will assist staff and their managers to identify learning, development and promotion opportunities through the learning and development plans within the Sydney Water’s capability and performance management system.

**Principle 4: Be aligned to the National Educational Standards**
To provide a consistent and measurable standard, units of competency will be aligned to national educational standards and national training packages, wherever possible.

**Principle 5: Competency Programs have a common structure**
Competency Programs will have a common structure. This will include Competency Units relevant to a group or groups of jobs that require similar skills and knowledge. Programs will include both including Core and Specialist Units:

- **Core Competency Units** - these are competencies that apply to all staff:
  - health and safety
  - environment and sustainability
  - communication
  - customer service.

- **Specialist Competency Units** - these are competencies that are essential for staff in particular jobs or job groups to undertake their daily work activities.

**Principle 6: Have a common format**
Units of competency will be presented in accordance with National Training Package guidelines and contain the following features:

- Level - the targeted job skill level (see Principle 7)
• Unit Title and Description - the title is a short statement of the competency; the description expands on the title and states the broad application of skills and knowledge required in the workplace
• Element of Competency - these are the basic components of a unit of competency describing the key activities or elements of the work covered by the unit
• Demonstration Standards - these specify the standards of performance, which need to be demonstrated in order to be assessed as competent.
• Evidence Guidelines - these provide guidance to the types, quality and quantity of evidence to be produced by the candidate.

Principle 7: Provide common levels of competence

Competency Programs will use the following common levels of competency to ensure skills and knowledge are assessed consistently across Sydney Water, regardless of the specific skill being assessed:

• Level 1. The task undertaken is performed within well-defined guidelines and requires general supervision from a team leader. When commencing a task judgment is limited to making preliminary selections and/or adaptations and then working within those confined guidelines.
• Level 2. The task undertaken is performed under intermittent supervision. Tasks are performed independently following instructions on specific assignment objectives and desired outcomes.
• Level 3. Tasks are performed under administrative supervision and there may be a requirement to lead a small team. Tasks require planning and judgment in the evaluation, selection, adaptation or modification of standard techniques, procedures and criteria. When making decisions facts and precedents often require analyses and appraisal.
• Level 4. Tasks are performed under general direction. Task requires standards to be set and procedures established. New approaches to problems are often required and decisions are made independently. Task progress and controversial matters are understood and regularly reported to managers.
• Level 5. Tasks are performed with a level of personal responsibility and accountability. Task requires significant judgement in planning, design and leadership. Broad plan, budget and strategy development is involved. Fundamental principles and complex techniques are understood and applied across a significant range, and often unpredictable, variety of contexts.

Principle 8: The program is to be transparent and have simple assessment system

Units of Competency will be designed to allow:

• employees to identify the specific workplace skills and knowledge expected of them to perform their job, and
• managers to assess these skills and knowledge.
Assessment of an employee’s competency is to be made on the basis of satisfactorily demonstration of on the job proficiency in each Unit of Competency. The assessment is based on evidence that is relevant and is of sufficient quality, quantity, consistency.

When a competency gap is identified the manager must develop a training and development plan that will allow staff to fill the gap(s). This plan must include learning outcomes and timeframes.

Once staff are assessed as competent in all their assigned competencies they can request assessment for competencies relating to higher or other positions at Sydney Water.

**Principle 9: Grievances**
Where a staff member and manager disagree with the result(s) of an assessment, the staff member may lodge a grievance in accordance with the Sydney Water Grievance Policy.

**Principle 10: Reviewed by a Continuous Improvement Process**
The ongoing maintenance and improvement of Competency Programs will be managed by the Competency Review Committee. This Committee will be comprised of representatives from Human Resources, managers and staff and/or their representatives. The Committee may also draw on a range of subject matter experts as necessary.

The functions of the Competency Review Committee are to:
- review feedback on competencies and provide recommendations to management on changes and/or improvements
- validate assessment processes
- review and update program documentation
- ensure that the competencies reflect current or changing business processes and national competency standards

The Committee will meet at least every 12 months, or at such other times as required to fulfil its functions.

**Principle 11: Awarding qualifications**
Where a Unit of Competency aligns with a national unit of competency, staff may request their managers to have these units recognised by a Registered Training Organisation. In this process staff may be required to undergo a further assessment by an internal or external assessor qualified under the Australian Quality Framework guidelines. The decision to conduct this assessment is to be based on Principle 1 (Meet business needs).
## SCHEDULE 5: Allowances

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<th>Subclause</th>
</tr>
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<td>Staying elsewhere:</td>
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SCHEDULE 6: Facilitative Provisions

a) Civil Maintenance Work Value
   (i) By 31 March 2010 the parties will conduct a review into the work value of Civil Maintenance Production employees levels 1-6.
   (ii) If the Employer and the unions cannot reach agreement under point (i) (above) the union may refer the matter to Fair Work Australia for arbitration using the Industrial Relations Commission of NSW Wage Fixing Principles referred to in the State Wage Case Decision 2009.

b) Fatigue Management Review
   (i) The parties have agreed as follows:
       1. There are circumstances in which an employee who is on call has their sleep disturbed in a way which is likely to have OHS implications for the employee if they were to be required to start work the next day at the rostered starting time.
       2. In these circumstances a reasonable break is required by the employee before they are required to return to work.
       3. A working party will be established to conduct a review of current conditions and practices in relation to fatigue management, including the rest break and recall to work provisions specified in this agreement.
       4. The working party shall be comprised of nominees of the Unions and the Employer.
       5. The working party will provide a report to the Managing Director and the Unions by 31 March 2010 detailing its findings including a proposal on what might constitute “reasonable breaks”.
       6. The parties are agreed they will implement agreed outcomes of the working party.
       7. These arrangements shall not result in any loss of pay by the employee.

c) Competency Programs
   (i) The following Competency Programs in place at the date that this agreement commences will not be subject to the provisions of clause 8 (Competency Programs) for the nominal life of this agreement:
       1. Civil Maintenance (Production Employees), as reproduced in Schedule 7 of this Agreement,
       2. Customer Service (Customer Service Representatives),
       3. Treatment Operations (Production Officers),
       4. Asset Solutions Division (Project Delivery Officers).

d) Annual Leave Loading
   (i) Where an employee has their annual leave loading rolled up into their hourly rate of pay that arrangement will continue for the life of this Agreement and they will not be entitled to claim the loading provided for by subclause 21.9 (Annual Leave Loading).

e) Deleted 1 July 2011, FWA AG2010/15705
SCHEDULE 7: Civil Maintenance Production Employees Skills Development Program

a) Application
   (i) This Competency Program applies to Production Employees (Maintenance) employed in the Civil Maintenance business.
   (ii) Employees to whom this schedule applies are not covered by Clause 10 of this Agreement (Acting Arrangements).

b) Statement of Intent
   (i) The intention of the Program is:
       i. for employees affected by the program;
          o to improve their efficiency, performance and productivity, and
          o to enhance their development and improve their job satisfaction as far as practicable.
       ii. for all work covered by the program;
          o to achieve effective, efficient and economic completion of this work.
   (ii) “Work” in this context means all those activities necessary to deliver potable water, transport waste water, treat sewage and dispose of effluent or bio-solids. These activities must be done in a way that:
       i. achieves a level of customer service that is consistently satisfactory and shows a level of improvement; and
       ii. consistently maintains a minimum satisfactory level of public health and environmental protection while constantly aiming to improve that level of service.
   (iii) This level of work is to be done with the best staffing for the job required. Appropriate technology should be used from time to time in order to achieve minimal overall costs (capital, operating and maintenance).
   (iv) Where practical, work will be designed to incorporate whole jobs based on interdependent tasks.
   (v) The programme is intended to be a flexible, dynamic and participative process which provides a climate for continuing change and the optimum utilisation of resources.

c) Pay
   (i) Comparative wage justice as a means of establishing or increasing wages under this Program is not recognised.
(ii) The pay rates set out in this part stand alone and contain no component rates from outside Awards, outside agreements or Clause 7 (Pay).

(iii) Rate of pay and progression for employees are set/determined by ongoing learning/skills, ongoing evaluation, accreditation and on the job performance review as contained within the agreed Principles and Rules and System Design (including workplace reform documents).

(iv) The rates of pay set out in this part cover all work and disabilities associated with the Civil Maintenance Business.

d) Rates of Pay

(i) Subject to the outcome of the Civil Maintenance Work Value Review (provided for in Schedule 6 of this Agreement) employees will be paid the appropriate hourly rate on the following scale. Provided that progression between the levels within each stream shall be in accordance with the agreed ongoing evaluation and accreditation process set out in the Principles, Rules and Design.

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<tr>
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<td>2D</td>
</tr>
<tr>
<td>3</td>
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