

Goulburn-Murray Rural Water Corporation

ENTERPRISE AGREEMENT 2007

1. Title

This agreement shall be known as the Goulburn-Murray Water Corporation Enterprise Agreement 2007 and be made pursuant to Part 8 Division 2, Section 328 of the *Workplace Relations Act 1996*.

2. Arrangement

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3. Operation

3.1 Duration

This Agreement shall come into operation after lodgement with the Workplace Authority and shall remain in force until 31 July 2010.

3.2 Scope

This Agreement provides for all terms and conditions of employment for Employees of Goulburn-Murray Water and does not modify or exclude any protected award conditions (as defined in section 354 of the Workplace Relations Act 1996) or preserved award terms (as defined by section 527 of the Workplace Relations Act 1996).

3.3 Parties

This Agreement shall be binding upon:

- a) Employees of Goulburn-Murray Water as outlined in Attachments 1 to 7 listed in Clause 3.4 of this Agreement;
- b) The Community and Public Sector Union;
- c) The Australian Workers Union; and
- d) The Goulburn-Murray Water Rural Water Corporation as the Employer in respect of all its Employees covered by this agreement.

3.4 Attachments

The terms and conditions of employment provided in the Attachments to this Agreement will be those that apply to certain Employees and work groups, and shall prevail over the provisions of the generic section of this Agreement to the extent of any inconsistency. The attachments are:

Attachment 1	Water Services Employees. Construction and Maintenance and Water Distribution Non-Annualised Salary,
Attachment 2	Water Distribution Employees, Annualised Salary
Attachment 3	Dam Operations Employees
Attachment 4	Construction and Maintenance Employees Non-Annualised and Annualised Salary
Attachment 5	Water Services Call Centre (24/7) Employees
Attachment 6	Business, Professional and Technical Services Employees, Non-Annualised Salary
Attachment 7	Business, Professional and Technical Services Employees, Annualised Salary.

4. Definitions

In this Agreement, unless inconsistent with the context of the subject matter, the following definitions shall apply:

“Agreement” shall mean the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007.

“Annualised Salary” shall mean a salary that is greater than the base salary as it includes “allowances” for such things as overtime, standby and recall, which form part of the annual salary as paid to designated employees.

“Attachments” shall mean attachments numbered one (1) to seven (7) of this Agreement as they apply to specific groups of Employees.

“Base Salary” shall mean a salary that contains no allowances or annualised components.

“Child” for the purpose of maternity, adoption and paternity leave clauses means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of 6 months or more.

“Commission” shall mean the Australian Industrial Relations Commission.

“Continuous Service” shall mean work for the Corporation on a regular and systematic basis (including any period of authorised leave or absence) in which there is no break in service.

“Corporation” shall mean the Goulburn-Murray Rural Water Corporation

“Employee” shall mean any person employed by the Corporation excluding students, trainees, consultants, contractors, members appointed to the Boards under the Water Act and persons employed in positions equivalent to the Senior Executive Service.

“Employer” shall mean the Goulburn-Murray Rural Water Corporation .

“Immediate Family” shall mean a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee and a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse (see definition of spouse) of the Employee.

“Leave” shall mean leave without loss of ordinary pay unless specified as leave without pay.

“Liability”, as used in clause 11, means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind (including, in particular, but without limitation, legal costs incurred in defending any proceeding (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, or any investigative or other body) as covered by the Directors and Officers liability insurance policy.

“The majority of the Employees in the section concerned” shall mean the majority of those Employees in a particular location or section of the workforce who would be directly affected by any change.

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“**Ordinary rate of pay**” shall mean the single time or normal rate of pay prescribed for work being performed in accordance with classification not including any allowances, which are not annualised, as described for each group of employees in the Attachments.

“**Ordinary time earnings**” shall mean the ordinary rate of pay plus any allowances.

“**Penalties**” shall mean all the allowances provided in relation to entitlements for overtime, standby and return to work and travel.

“**Professional position**” shall mean a position so classified in which there is a requirement for an Employee to have a minimum of a bachelor degree tertiary qualification which is sufficient to satisfy entry requirements of a graduate member of a relevant professional institution/association; and in addition is employed in a position where the qualification is required to adequately discharge any portion of the duties of the position, or at the time of classification of a position the tertiary qualification is deemed to be a significant requirement to enable or assist an employee to carry out the duties of the position.

“**Recall**” shall mean a call to return to work after the completion of normal duties.

“**Registered medical practitioner**” means a health practitioner registered, or licensed, as a health practitioner under the law of registration and licensing in Victoria; and shall include a registered medical doctor, registered dentist, registered physiotherapist, registered chiropractor, registered osteopath, registered optometrist, or a psychologist in a full-time clinical practice who is a member of, or eligible to be a member of, the Board of the Clinical Branch of the Australian Psychological Society, Pharmacist, Chinese medicine/acupuncturist, Medical imaging technologist, Nuclear medical technologist, registered midwife, registered nurse.

“**Roster**” shall mean the fixed ordinary work cycle.

“**Spouse**” includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

“**Standby**” shall mean the responsibility for being able to be immediately contactable and/or for checking information machines and for deciding whether or not there is a requirement to return to work or recall another Employee(s) to work out of hours.

“**Trainee**” shall mean any person employed or hosted as an Employee undertaking an approved traineeship program.

“**Union**” shall mean the Community and Public Sector Union (CPSU) or The Australian Workers Unions (AWU).

“**Vacation Student**” shall mean any person undertaking tertiary studies who is employed for a short term period usually coinciding with the vacation period of tertiary education providers.

5. Commitments

The Parties to this Agreement agree to co-operate positively towards improved productivity and future development of Goulburn-Murray Water to the benefit of all stakeholders, including customers, all Employees, the community and the environment.

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5.1 Goulburn-Murray Water undertakes:

- a) To continue to improve management and employment practices, including development of teams where appropriate.
- b) To continue to develop the skills and expertise of Employees by providing access to appropriate training and career development opportunities and to support professional development.
- c) To provide, as far as practicable, working environments that are safe and without risk to health, including variation to work activities during hot days and during periods of inclement weather, consistent with OHS procedures and to encourage staff to take leave and maintain leave balance targets.
- d) To continue to design jobs which cater, not only for the Corporation's operational requirements, but provide fulfilling career opportunities for the workforce and through the Central Consultative Committee review employment procedures with the aim of developing procedures for more flexible work arrangements for older Employees.
- e) To consult with Employees and their representatives, particularly in regard to the impact of changes, especially those relating to restructuring or plans/proposals for achieving productivity improvement and development and delivery of works programs and via the Central Consultative Committee to develop teams of equal numbers of managers and employees to consult about, develop procedures and implementation plans for any organizational changes associated, with the development or introduction of new technology.
- f) To maintain a consultative committee, comprising; a convenor, Personnel Administrator, a minute secretary, four management representatives and eleven Employee elected representatives from across the varying works groups locations throughout the Corporation, ensure consultation on Employee relations matters raised to increase efficiency and productivity.

The Employee representatives shall comprise; one from Dam Operations, one from each of the seven Water Delivery Services Operations Units, one from Construction and Maintenance, one from Business, and one from Professional and Technical.

- g) At the request of Employees, and after discussion with all Employees of a particular workgroup, a local consultative committee will be established comprising representation of different work teams. The role of the local consultative committee will be determined by the Central Consultative Committee.
- h) To participate in government and industry reviews and to co-operate with review outcomes and in conjunction with joint industry initiatives and employees work toward the reduction of green-house gas emissions.
- i) To establish a project team of equal numbers of managers and employees to consult about and review work practices and any changes required, associated with working in the heat.

5.2 The Employee undertakes:

- a) To co-operate with projects and tasks developed and emanating from the water savings program.
- b) To maintain his/her commitment to the customer culture of Goulburn-Murray Water, including the customer service standards set by the Corporation.
- c) To recognise and co-operate positively with the Corporation's workforce resource needs and to be available for overtime, standby and recall to duty as reasonably required by the work unit.
- d) To take reasonable rehabilitation measures to remedy health and fitness deficiencies as defined by a medical practitioner that restricts the Employees from performing at full potential and to take annual leave for the benefit of their health and in accordance with leave balance targets.
- e) To co-operate with workplace reviews and after due consultation not oppose change unreasonably.

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- f) To abide by Goulburn-Murray Water's policies and not engage in any action, practice or behaviour which would impede achievement of Goulburn-Murray Water's objectives.
- g) To assist with the development of a workplace culture that generates an attitude of completing work tasks and projects and to follow all occupational health and safety procedures to ensure high standards of workplace safety.
- h) To work to achieve the objectives of Goulburn-Murray Water's Corporate Plan and other Government Industry Reviews/Plans.
- i) To improve service levels and work methods and via the Central Consultative Committee participate in teams of equal numbers of manager and employees to consult about, develop procedures and implementation plans for any organizational changes associated with development or introduction of new technology.
- j) If required, carry out any reasonable Goulburn-Murray Water work task that comes within their area of operation and within their general level of band/salary classification and for which they have the required skills and training to undertake (eg. An area Field Operator may be asked to read and monitor a groundwater meter or take a water quality sample.) Provided that the performance of such extra work does not unreasonably impact on any employee's work/family life balance.
- k) Provided that there will be no compromise to health and safety or to the protective purpose of clothing, Employees will accept an issue of protective clothing/uniform items from existing stock and furthermore, procedures will be developed through the Central Consultative Committee to reduce the range and number of items of uniform/protective clothing and method of allocation.
- l) To act and behave in a manner consistent with Goulburn-Murray Water's Equal Employment Opportunity and other policies and strive to achieve improved performance in regard to occupational health and safety and environmental outcomes through the use of risk assessments and related procedures and in conjunction with management work to reduce green-house gas emissions.
- m) To respect the confidentiality and ownership of Goulburn-Murray Water's records and intellectual property and the confidential water allocation and water market information.
- n) To, within reason, relocate to another Goulburn-Murray Water centre to meet Goulburn-Murray Water staff requirements and/or enhancement of his/her personal career development.

6. Flexibility

Notwithstanding any other provision in this Agreement, if an Employee(s) and the Corporation wish to pursue changed working arrangements at the enterprise or workplace level so as to make the enterprise or workplace operate more efficiently, according to its particular needs, the implementation of such arrangements will be by agreement and shall be the subject to the following requirements:

- 6.1 The Employee(s) must genuinely agree to the change.
- 6.2 The Employee(s) shall not lose income and must not be disadvantaged by such Agreement.
- 6.3 Through the Central Consultative Committee genuinely consult about, and develop procedures and implementation plans for any organizational changes associated with changes to work arrangements at work unit (or larger) level.
- 6.4 Any work unit procedure formulated as an interpretation of the Enterprise Agreement or as an innovation, must be developed through its local consultative committee and be ratified by the Central Consultative Committee.
- 6.5 Any agreement so introduced will be communicated to all relevant work groups and be available for implementation in these groups by agreement.
- 6.6 All such agreements will be documented and included as a record with the Enterprise Agreement.

7. Manager/Technical Specialist Agreements

- 7.1 The Corporation and an employee designated as a manager or technical specialist filling a position classified at band D or above may enter into an individual employment agreement.
- 7.2 Any Manager/Technical Specialist Employment Agreement will be based on and refer to conditions from this Enterprise Agreement.
- 7.3 A Manager/Technical Specialist Employment Agreement shall be in writing and signed by the employee and the employer and a copy provided to the employee.
- 7.4 The terms of a Manager/Technical Specialist Employment Agreement will prevail to the extent of any inconsistency over the terms of this Enterprise Agreement.
- 7.5 Any non Executive (as defined by the Government Sector Executive Remuneration Panel), Manager/Technical Specialist, who is employed under an existing Individual Employment Agreement, may exercise individual choice in March each year for implementation in the first pay period in April, to have their entire employment conditions covered by this Enterprise Agreement and in doing so will have their salary established by sub-clause 15.4.a of this Enterprise Agreement.

8. Availability

A copy of this Agreement will be made available to all Employees and will be available through the internal computer network of Goulburn-Murray Water.

9. Contract of Employment

9.1 Engagement

- a) Engagement or promotion under this Agreement shall be from persons appropriately qualified and shall satisfy the principles of merit. In assessing "merit" account shall be placed on any academic or other qualification considered necessary, the knowledge, ability and aptitude of each candidate, and his/her relevant competence in relation to that position.
- b) At the time of engagement, the Employee shall provide a written statement of his/her usual place of residence, next of kin and telephone contact.
- c) The Employee shall inform the Corporation in writing of any subsequent change in his/her usual place of residence, next of kin or telephone contact.
- d) The Corporation shall not fill any vacancy or new position without inviting applications from existing Employees provided that the Corporation may simultaneously advertise positions both internally and externally.
- e) Provided that the Corporation may fill a vacant position by selecting a candidate from applicants for another similar position at the same work location, who were interviewed within the previous six months.

9.2 Certificates and Licences

The Employer will provide the necessary training and meet the costs of any licence or certificate of competence required by an Employee to meet the specific tasks of his or her duties. Driver's licence (car, truck or any endorsements) and other qualifications or association membership possessed by an Employee will be maintained at the Employee's expense. Where certificates and/or licences are required by Employees to meet the specific tasks of work duties, annual checking of the currency of such will be scheduled.

9.3 Types of Employment

a) Full-time

A full-time Employee is one who is engaged to work the ordinary hours of work prescribed in this Agreement or relevant Attachment.

b) Part-time

- 1 Any Employee in regular and continuing employment for less than 76 hours per fortnight with the number of hours worked being fixed and constant, as agreed between the Employee and the Corporation, shall be deemed to be a part-time Employee.
- 2 A part-time Employee shall receive all the provisions as per a full-time Employee, except for Accrued/Rostered Days Off (A/RDOs), on a pro-rata basis in accordance with the number of hours worked.

c) Fixed Term

- 1 The use of fixed-term (limited tenure) contract positions will not be for the purpose of undermining the job security or conditions of full-time, ongoing Employees.
- 2 Therefore the use of fixed term employment in all areas covered by this Agreement is limited to:
 - (i) The replacement of staff proceeding on approved leave
 - (ii) Meeting fluctuating client and staffing needs and unexpected increased workloads
 - (iii) Undertaking a specific, but finite task (possibly linked to one-off funding)
 - (iv) Filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment
 - (v) Temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing Employee is not available.
- 3 Appointment on the basis of fixed term contract(s) of employment shall be limited to a maximum period of three years, but may, by agreement between the Employee and the Corporation, be extended for a further period of two years. At the completion of this period, employment will be terminated or confirmed.
- 4 Fixed Term Employees will enjoy the same conditions as full-time Employees, except for the pro-rata implementation of sick leave in the first year and have no rights to retrenchment payments at the completion of their limited tenure period.

d) Casual

- 1 A casual Employee may be engaged to perform work for the purpose of meeting particular and short-term needs of the Corporation, provided that the engagement shall not extend over a period longer than six months.

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- 2 A casual Employee shall be ready, willing and available to work such hours as required from time to time by the Corporation . A minimum of three hours work shall be provided on any one day.
- 3 The length of casual employment may be varied at the request of the Employee.
- 4 A casual Employee shall receive an additional 25% of the appropriate ordinary hourly rate for each hour during which the casual is employed, as compensation to cover non payment for public holidays, annual leave and leave loading, and paid parental leave, compassionate leave, carer's leave, jury service, defence reserve leave and accident make up pay.
- 5 The provisions of a full-time Employee shall apply to an Employee employed under a casual agreement, except for the provisions of clauses relating to:

Public holidays, Annual Leave, Paid Personal Leave and Special leave

e) Trainees, Apprentices and Vacation Students

- 1 Trainees and/or apprentices will be engaged in accordance with the terms of the memorandum of understanding reached between the Victorian Government and the Victorian Trades Hall Council, for the Government Youth Employment Scheme.
- 2 Vacation students employed by the Corporation will be paid at a proportion of the Professional Band B Level 1 salary or at the minimum wage rate as determined by the Australian Fair Pay Commission, whichever is the greater. The proportion method being, 60% for first and second year students, 70% for third year students and 80% for fourth year students.

10. Dispute Settlement Procedures

10.1 Resolution of disputes and grievances

- a) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement, other than termination of employment, must be dealt with in accordance with this clause.
- b) This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.
- c) A person bound by this agreement may choose to be represented at any stage by a representative, including a union representative or employer's organisation representative.

10.2 Obligations

- a) The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must co-operate to ensure that these processes are carried out expeditiously.
- b) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.

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- c) No person bound by the agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

10.3 Agreement and dispute settlement facilitation

- a) For the purpose of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of the employer, he/she must be released by his/her employer from normal duties for such periods of time as may be reasonably necessary to enable him/her to represent employees concerning matters pertaining to the employment relationship including but not limited to:
 - (i) Investigating the circumstances of a dispute or an alleged breach of this Agreement.
 - (ii) Endeavouring to resolve a dispute arising out of the operation of the agreement; or,
 - (iii) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.
- b) The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the employer.

10.4 Grievance or dispute process

- a) The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate supervisor of the employee(s).
- b) If the matter is not settled, the employee(s) can require that the matter be discussed with a more senior manager within the same work group.
- c) If the matter cannot be resolved within ten working days, under sub-clause 10.4.b the matter shall be discussed between the Employee and/or the Employee's representative and the Group Manager; or another Group Manager or the Manager Human Resources.
- d) If the procedures outlined above have been exhausted without resolution of the matter, the parties to the dispute, by mutual agreement, shall refer the matter to an independent third party, the costs of that third party to be met by the Corporation. The independent third party will endeavour to resolve the matter by conciliation.
- e) If the matter remains unresolved after the procedure above, the independent third party will make recommendations on the matter which will be referred to the Managing Director of the Corporation.
- f) The Managing Director, after consideration of the independent recommendations, will by directive or further mediation, attempt to resolve the matter.

10.5 Internal process

- a) Any party to the dispute or grievance who is bound by this Enterprise Agreement must have the matter dealt with in accordance with the process of clause 10.4.
- b) If the dispute or grievance is not settled through the internal dispute or the grievance resolution process as outlined in subsection 10.4, the matter can be dealt with in accordance with clause 10.5 c.
- c) If the matter is not settled, the employer or a union bound by the agreement and chosen as the employee representative may apply to the Australian Industrial Relations Commission (AIRC) to have the dispute or grievance dealt with by conciliation.

10.6 Disputes of a Collective Character

- a) The parties bound by the agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the AIRC.
- b) No dispute of a collective character may be referred to the Commission directly unless there has been a genuine attempt to resolve the dispute at the workplace level and through the Central Consultative Committee prior to it being referred to the AIRC.

10.7 Conciliation

- a) Where a dispute or grievance is referred for conciliation, a member of the AIRC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.
- b) This may include arranging:
 - (i) Conferences of the parties or their representatives presided over by the member; and,
 - (ii) For the parties or their representatives to confer among themselves at conferences at which the member is not present.
- c) Conciliation before the AIRC shall be regarded as completed when:
 - (i) The parties have reached agreement on the settlement of the grievance or dispute; or,
 - (ii) the member of the AIRC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or,
 - (iii) The parties have informed the Commission member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

10.8 Arbitration

- a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the AIRC proceed to determine the dispute or grievance by arbitration.
- b) Where a member of the AIRC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- c) Subject to sub-clause 10.8.d below, the determination of the AIRC is binding upon the persons bound by this agreement.
- d) An appeal lies to a Full Bench of the AIRC, with the leave of the Full Bench, against a determination of a single member of the AIRC made pursuant to this clause.

10.9 General Powers and procedures of AIRC

- a) Subject to any agreement between the parties in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the AIRC may:
- (i) Determine matters of procedure as if section 110 of the *Workplace Relations Act 1996* applied to the proceedings; and,
 - (ii) Exercise the powers set out in section 111 of the *Workplace Relations Act 1996*, to the extent relevant, as if section 111 applied to the proceedings; and,
 - (iii) In the course of dealing with a matter by arbitration make an interim recommendation at any stage in the process prior to the final determination of the dispute by arbitration.

10.10 Publication and privacy obligations during disputes

In accordance with the provisions of section 712 of the *Workplace Relations Act 1996* and more particularly section 712(2)(b) the parties, subject to the preservation of any duties of confidence, commercial or otherwise and to any requirements for in-camera hearings due to security or other concerns, consent to and empower the Commission at its discretion to publicly disclose any recommendation or decision it has reached in order to resolve in whole or in part any dispute under this agreement.

11. Employee Liability Insurance, Indemnity and Legal Costs

- 11.1 The Corporation will use its best endeavour to maintain a *Directors and Officers Liability Insurance Policy* in respect to the Employee during the period of this agreement and for an additional nine year period. This means an insurance policy provided by and maintained by the Corporation with a reputable insurance company for the benefit of (amongst others) the Employee, to insure the Employee against liability for acts or omissions of the Employee in the Employee's capacity or, following the appointment period, former capacity, as an Employee of the Corporation .
- 11.2 To the extent allowable at law, the Corporation shall provide an indemnity to all employees of the Corporation against each and every liability that may attach to that person as an employee or former employee of the Corporation .
- (i) That such indemnity extends to indemnify an employee undertaking duties on behalf of a non-profit body, where the work is related to Goulburn-Murray Water and where the undertaking of the duty has been approved in writing by the Managing Director of the Corporation ;
 - (ii) That such indemnity does not extend to indemnify an employee in respect to any wilful neglect, wilful default or wilful breach of duty, any act of fraud, any conduct of a criminal offence where the employee knew at the time of the offence that the act constituted a criminal offence or the commission of a criminal offence of which the employee is convicted if an element of that crime is dishonesty.
- 11.3 Where legal proceedings are initiated against an Employee as a direct consequence of the Employee performing his or her duties in good faith, the Corporation will support the Employee and provide mutually agreed legal representation of the defence of such proceedings.

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- 11.4 Where, as a direct consequence of an Employee performing his or her duties in good faith, it is necessary to obtain an intervention order or similar remedy against any person, the Corporation will support the Employee through the provision of mutually agreed legal representation or other means of support until the matter is reasonably resolved.

12. Anti-discrimination

It is the intention of the Parties to this Agreement to achieve the principal object in s.3(m) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, or social origin, for which the Corporation will develop appropriate policy. Furthermore the Corporation will not discriminate against or prejudice any Employee because of membership of a union or a member's participation in lawful union activities.

13. Conditions of Employment

- 13.1 All terms and conditions of employment, other than superannuation, accident compensation and redundancy for the Employee covered by this Agreement are contained in the Agreement. Superannuation benefits are as prescribed by the relevant fund(s), accident compensation is as prescribed by the relevant legislation and redundancy payments will be in accordance with Government policy of the time.
- 13.2 This Agreement does not change (other than to increase the salaries upon which those entitlements are based):
- (i) Superannuation entitlements;
 - (ii) Accident compensation;
 - (iii) Any accrued entitlement of Employees held prior to the making of the Agreement; and
 - (iv) The tenure of employment of the Employee who is party to this Agreement.
- 13.3 A new Employee to the Corporation shall be required to complete a probationary employment period of no more than three months. The performance of the Employee shall be monitored following which the probation period may be extended for a further three month period if necessary, or the employment may be terminated or confirmed.
- 13.4 All Employees and the Corporation shall abide by the Code of Conduct developed through consultation with the Central Consultative Committee and approved by the Board.
- 13.5 In accordance the *Water Act 1989*, as amended, an Employee shall seek the approval of the Corporation to:
- (i) Engage in any business; or
 - (ii) Engage in the private practice of any profession or trade; or
 - (iii) Hold any office in any Authority other than a non-profit recreational or social authority; or
 - (iv) Engage in any paid employment other than their work for the Corporation .

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Consideration of requests to engage in outside employment would be concerned with establishing whether the outside employment would interfere with proper performance of official duties and whether it would give rise to a conflict of interest. The Corporation will not unreasonably withhold such approval.

- 13.6 If the Employee was in receipt of a transition or transition allowance or payment, the Employee shall remain eligible to receive such allowances or payments until such time as the new salary exceed such allowances.

14. Classification, Salaries and Reviews

14.1 Classifications

The classification of the Employee covered by this Agreement shall accord with the benchmark Position Specifications as included in the last section of this Agreement. The benchmark Position Specifications will be reviewed by the Central Consultative Committee within one year after the implementation of this Agreement and updated as agreed.

14.2 Salary Rates

- a) The salary payable to the Employee, who is ready, willing and able to work in the classification covered by this Agreement, is provided in Attachments relating to each work group. The salary rates and associated payments shall come into operation from 5 August 2007 and will increase by 4% on 27 July 2008 and by 4% on 9 August 2009.
- b) No further claims by way of salaries or conditions of employment will be pursued during the life of this Agreement by any Parties to this Agreement.
- c) Employees shall be paid fortnightly by electronic funds transfer to an account(s) nominated by the Employee, on the same day of each fortnight, except where that day falls on a public holiday, when payment shall be made on the previous working day.
- d) The fortnightly rate shall be calculated by dividing the annual rate by 26.0893.
- e) The hourly rate shall be calculated by dividing the fortnightly rate by 76.
- f) In the case of part-time Employees, the fortnightly rate shall be the hourly rate multiplied by the fixed hours of duty.
- g) Employees shall be paid on the basis of an average 76 hour fortnight, so as to avoid fluctuating wage payments where an Employee's ordinary hours of work may be more or less than 76 in any particular fortnight of the work cycle.
- h) Employees proceeding on a period of paid leave of at least five working days shall, upon request four weeks in advance, receive payment for the leave period prior to commencing the leave.
- i) Employees shall receive any additions to their ordinary pay not later than two pay dates after formal advice to Human Resources Unit of the event. Any failure to meet such payment will be rectified within one working day of an Employee contacting the Human Resources Unit.
- j) Deduction from pay for recovery of overpayments shall not be made until the Employee has been advised and shall not exceed eight ordinary hours pay per fortnight, unless the Employee has agreed.
- k) Employees shall be provided with complete details regarding the make-up of their payment and deductions there from, in writing, at the time of payment, or as soon as possible thereafter, if it cannot be provided at the time of payment.

15. Band Progression Salary Reviews

Goulburn-Murray Water shall review the performance and development of the Employees covered by this Agreement annually or more often if required.

15.1 Band Progression

- a) Employees shall commence employment in each band at Level 1. Provided that the Corporation may decide that any Employee may commence above Level 1 if suitably qualified and/or experienced.
- b) Professional Services Employees with four year qualifications shall commence at Band B, Level 2.
- c) Professional Services Employees with post graduate qualifications shall commence at Band B, Level 3.
- d) Water Services Employees, with trade qualifications, and employed for such qualifications, shall commence at Band A, Level 3.
- e) Employees will spend a minimum of one year at each level.
- f) Progression from one level to the next level within each Band is not automatic. Employees shall be eligible for progression upon the achievement of all of the following:
 - Acquisition and satisfactory use of new or enhanced skills, obtained from on or off-the-job training, which are required by the Corporation , and
 - Meeting established performance objectives; and
 - Demonstrated competency and satisfactory service.
- g) Established band progression criteria will be followed.

15.2 Promotion between Bands

Promotion from one Band to the next is not automatic, but it is dependent upon a suitable vacancy being filled in fair and open competition solely on the basis of relative efficiency measured in relation to the vacancy.

Upon promotion, Employees shall commence in each Band at Level 1.

15.3 Performance Review

The performance management system shall establish agreed performance criteria and appraisal procedures for all Employees each financial year.

15.4 Salary and Classification Review

- a) The salary of any Employee may be varied by agreement between the Corporation and the Employee having regard to performance and skills and changes to duties and responsibilities.

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- b) An Employee who believes he or she is performing duties on a regular basis that are above and beyond their current classification level may request a classification review. A request for a classification review must be submitted in writing to the Employee's line manager, clearly outlining the reasons for such a review. Any position that is reclassified will be listed in the Corporation's Employment Bulletin.

15.5 Up-to-date Position Descriptions

Each Employee will be provided with a copy of the current position description on taking up a new position. An Employee who believes his or her position description is outdated may request, in writing to his or her line manager, that the position description be updated. Similarly, an Employee may request that the generic position description of a group of Employees be updated following a review by the Central Consultative Committee. Provided that only one such request can be made in the life of the Agreement.

16. Hours of Work and Family Considerations

- 16.1 Hours of work of the Employee who is ready, willing and able to work in the classification covered by this Agreement are provided, along with salary and other discrete work group details, in the Attachment relevant to the Employee's classification.
- 16.2 By mutual agreement with the Corporation, an employee may change his or her annual hours of work and/or leave entitlements to allow for more flexible work arrangements (for example, extra leave during school holidays). The Parties recognize that any such changes may cause a subsequent pro rata change to salary and relevant conditions. Consideration for changes to an Employee's hours, once considered and agreed will remain in place for the duration of time agreed which will usually be 12 months.
- 16.3 No Employee will be asked to complete more than 12 consecutive days of duty, regardless of whether that duty is classed as ordinary hours or overtime. If an Employee completes 12 consecutive days of duty he/she will be required to have a minimum break of two full days before they can be asked or allowed to work again.
- 16.4 Where an Employee with a child less than 15 years old, is required to work outside their normal ordinary hours of work and where less than twenty four hours notice of the requirement to perform such work has been given by the Employer, and as a result of the work requirement, the Employee needs to obtain child care, the Employee will be reimbursed \$10 per hour for childcare expenses. A signed statement, to be endorsed by the Line Manager must be provided as soon as possible for the claim to be processed.
- 16.5 An Employee after providing reasonable notice may elect, with the consent of the Employer to take short term (up to three hours) leave during ordinary work hours for family matters (for example school visits) and then make up time by working those hours at a later time.

17. Overtime

- 17.1 All Employees covered by this Agreement must reasonably be available to work both rostered and unplanned overtime in accordance with the requirements of the work unit.
- 17.2 All Employees on annualised salaries have provision for overtime built into their salaries unless otherwise specified under the relevant Attachment.

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- 17.3 For Employees on non-annualised salaries, overtime will be paid only if approved by the relevant manager prior to work being undertaken.
- a) In excess of normal hours during Monday to Saturday shall be paid at the rate of time and one half ordinary hours for the first three hours and double time thereafter;
 - b) Overtime on a Sunday shall be paid at the rate of double ordinary hours;
 - c) Overtime on a public holiday shall be paid at a rate of double and one half ordinary hours for each hour worked.
- 17.4 The Employee may, by agreement with the employer, take time off on an hour for hour basis in lieu of payment for overtime, provided that in the absence of agreement, payment shall be made. All the time in lieu of overtime is to be taken within four weeks of the time it was accrued unless otherwise agreed.

18. Standby – General

- 18.1 Some Employees must be available to work in general standby rosters established by the work unit.
- 18.2 When on general standby, an Employee will be immediately contactable and ensure he/she can respond to an event and/or return to the work location within 60 minutes.
- 18.3 For relevant Employees on an annualised salary, provision for general standby and recall to duty within 60 minutes has been built into the salary.
- 18.4 Employees not on an annualised salary who have completed their ordinary hours and are required to be on general standby:
- a) Overnight until the commencement of work the next day shall be paid for one hour at the Business Band C Level 3 Rate of Attachment 6;
 - b) Overnight and the next day shall be paid for two hours at the Business Band C Level 3 rate of Attachment 6;
 - c) Overnight and the next day and night until the commencement of work the day after the next day shall be paid for three hours at the Business Band C Level 3 rate of Attachment 6.
- 18.5 Employees not on an annualised salary who are recalled to duty while on standby
- a) On Monday to Saturday shall be paid at the rate of time and one half of the ordinary rate of pay for the first three hours and double time thereafter;
 - b) On Sundays shall be paid at double the ordinary rate of pay;
 - c) On Public Holidays double and one half the ordinary rate of pay.

19. Standby – Immediate

- 19.1 Immediate standby is required to ensure an adequate response is provided for events such as major accidents, asset failures, critical system malfunctions and serious environmental incidents.
- 19.2 When on immediate standby an Employee will be immediately contactable and ensure he/she can respond to any event in the most appropriate manner within 10 minutes.
- 19.3 Various work units may require Employees to work in immediate standby rosters established by the work unit.

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- 19.4 Generally only one Employee per work unit (or roster between work units) will be required to be on immediate standby at any time.
- 19.5 Payment for Employees working in immediate standby rosters will be in accordance with that as described in each Attachment.

20. Recall to Duty

The Employee recalled to duty after completing his or her normal duties when not on standby shall be paid for a minimum of three hours work at the overtime rate prescribed by this Agreement.

Employees who are on standby shall not be considered to have returned to work for the purposes of initiating or receiving phone calls and/or for checking information machines, such responsibilities are compensated by the standby allowance.

21. Breaks

- 21.1 Employees shall take a meal break of not less than 30 minutes and not more than 60 minutes inclusive of travelling between 11.00 am and 2.00 pm and, by agreement between the Corporation and an individual Employee, that Employee's meal break may be delayed by up to an additional 60 minutes. Provided that not more than five hours shall elapse after the commencement of work and the taking of such meal break.
- 21.2 Employees shall take a paid meal break of 30 minutes after not less than 10 hours ordinary and/or overtime, excluding meal breaks, on any one day.
- 21.3 Whilst on standby, where recall(s) to work occur(s) between the completion of ordinary hours of work and 12 midnight and such recall(s) exceeds two hours of work, an Employee shall where practical be released from duty for a minimum of 10 consecutive hours without loss of pay for ordinary working time occurring during such absence.
- 21.4 Whilst on standby, where recall(s) to work occur(s) after 12 midnight and prior to resumption of ordinary hours of work and an Employee has not had 10 consecutive hours break since the cessation of normal duties then such Employee shall be released from duty for a minimum of 10 consecutive hours without loss of pay. Provided that such recall(s) exceed(s) one hour or work in total.
- 21.5 Where it is not practical for such Employees to take such ten hour break, then the overtime clause shall apply.
- 21.6 Where the first recall whilst on standby is for a period of less than one hour of work, payments shall be for a minimum of one hour at double time. Any additional recall events shall be compensated at double time for the hours worked.

22. Excess/Disadvantage Travel Time

If the Employee is required to work temporarily at a location other than the normal work location, and in doing so is disadvantaged by the requirement to travel daily over and above the time spent travelling to the normal workplace, outside normal working hours, he/she shall be paid at ordinary rate for this excess time, or by agreement, be granted time off. Payment and time off will be calculated to the nearest 15 minutes or accumulated to blocks of one hour.

23. Higher Duties

If the Employee is required to undertake the full duties of a higher classification under this Agreement, the Employee shall be paid an additional one hour at his/her ordinary rate per Band for each eight hours worked. The Higher Duties will be paid in accordance with the authorization on the Employee time sheet. Where the Employee is not performing the full functions of the higher classification, the Employer and Employee may agree on a partial level of payment appropriate to the duties and responsibilities to be undertaken.

24. Vehicle and Equipment Use

- a) Some Employees will be required to use a Corporation vehicle for work related purposes. Some Employees will have use of a Corporation vehicle for private purposes. For any use of a Corporation vehicle, the no smoking policy applies and the Employee must comply with the conditions of the Goulburn-Murray Water Motor Vehicle Policy, Section 6, Safe Driving Regimes, of the Occupational Health and Safety Procedures Manual and if applicable, the Agreement for Private Use of Motor Vehicle.
- b) An Employee may seek to have compensation paid for any item of personal equipment damaged or lost at work. Such compensation will be paid only if prior approval has been granted for use of the personal equipment at work and the compensation paid will be at replacement of equal value and will be limited to such items as:
 - (i) Tools of trade, such as hammers, spanners and the like
 - (ii) Occasional or special equipment such as cameras and calculators.

Similarly, an Employee may seek compensation payment for damage (such as tearing) to personal (non Employer provided) clothing which occurs at work.

Compensation will not be paid for normal wear and tear or accidental breakage of items not directly related to a work task (for example dropping of eye glasses) or for damage or loss of personal items not required at work or not secured by clip or other means to the Employee (for example compensation will not be paid for damage or loss of mobile phones which fall from the clothing of an Employee).

- c) In addition and in conjunction with Occupational Health and Safety procedures, the Employee, with prior approval of the Employer after consideration of the work requirements, may have eye glass lenses hardened and the Employer will contribute via a reimbursement claim, \$80 for the hardening of the eye glass lenses.

25. Leave

Application for and approval of all types of leave shall be in accordance with existing practice as varied from time to time. Unplanned absences of any leave shall be advised to the Employer as soon as possible and the Employer's approval of that unplanned absence shall be sought at the first available opportunity.

25.1 Annual Leave

- a) The Employee shall be entitled to 152 hours annual leave for each year of service. A Water Services Employee under a nine or ten month arrangement and a part-time Employee will receive annual leave on a pro-rata basis.

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- b) Application for and approval of all leave shall be in accordance with existing practice as varied from time to time. The Employer and Employee accept that neither is to act unreasonably in managing leave arrangements.
- c) The Employer and Employees strongly commit to the principle of taking leave and will work toward the aim that any leave accrued during the current calendar year should be taken prior to the completion of the following calendar year. The Employee must seek prior approval if he/she wishes to extend excess leave beyond these limits. The Employee may be directed to take excess accrued leave as defined above, in accordance with the Workplace Relations Act 1996.

25.2 Long Service Leave

In addition to the clauses that follow, Long Service Leave will be administered in accordance with the *Water (Long Service Leave) Regulations 2001*.

a) Entitlement to Long Service Leave

- i) If the Employee completes ten years service, he/she shall be entitled to three months paid long service leave and shall be entitled to a further 1.5 months paid leave for each additional five years service.
- ii) If the Employee completes seven years service he/she shall be entitled to two months paid long service leave. It is recognised that this entitlement is encompassed within the entitlement of sub-clause (a) (i) above, so that if this leave is used only one month's long service leave will be available on the completion of the ten years service.
- iii) The long service leave shall, by agreement be taken at times appropriate to the needs of the Corporation, provided that the wishes of the Employee are taken into consideration as far as practicable.
- iv) The minimum amount of Long Service Leave taken shall be a block of 15 calendar days.
- v) Any public holiday that occurs during the period of long service leave shall not be regarded as part of the leave and the Corporation shall grant to the Employee a day off in lieu.
- vi) If any Employee, whilst on long service leave, falls ill, suffers a bereavement or is required to care of an immediate family member for a period of one day or more, and such event causes the long service leave to be adversely affected, the Employee may, on the production of a medical certificate for illness or care or relevant proof of bereavement, apply to have such time reinstated to long service leave entitlement.

b) Payment on Taking Long Service Leave

- i) Long service leave granted shall be paid at the Employee's ordinary time earnings. Provided that where the length of service prescribed in this sub-clause includes periods of less than full-time service, (including prior service) calculation and payment of such periods of service shall be on a pro-rata basis.
- ii) The Employee may request to take long service leave at:
 - (A) Half pay, which allows an absence for a period equal to twice the entitlement period; or
 - (B) Double pay, which allows an absence for a period equal to half the entitlement period.

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- iii) Payment will be made by standard fortnightly instalments, or on request, the amount may be paid in a lump sum at the commencement of the leave period. Payment to an Employee during long service leave shall be adjusted to include any variation in salary which occurs during the leave period.

c) Payment for Long Service Leave on Termination

- i) Where an Employee is entitled to long service leave in accordance with sub clause 25.2.a) he/she shall, on termination be paid at the ordinary rate of pay of the classification of this Agreement under which the Employee is paid at the date of termination.
- ii) Where an Employee is not entitled to long service leave in accordance with sub clause 25.2. a), and the Employee resigns, or his/her services are terminated on account of ill health, retrenchment or by death; the entitlements to which the Employee or their legal representative is entitled will be administered and paid in accordance with the *Water (Long Service Leave) Regulations 2001*.

d) Recognition of Prior Service for Long Service Leave

- i) For the purposes of this provision, prior service of an Employee shall include any period or periods of service with any Water Corporation , State or Federal Government Agency as recognised within the *Water (Long Service Leave) Regulations 2001*.
- ii) Prior service, as defined above, shall be recognised in accordance with the criteria and account payment provisions of the *Water (Long Service Leave) Regulations 2001*.

25.3 Personal Leave

- a) The Employee shall be entitled to 18 days paid personal leave each year of service to cover his/her sickness, compassionate and carer's leave requirements. Access to each of the leave types will be in accordance with the relevant following clauses. Personal leave shall accrue by the previous year's unused personal leave entitlement up to the maximum of 15 days per year.
- b) A Water Services Employee under a 9 or 10 month employment arrangement or part-time Employee will receive personal leave on a pro-rata basis.

25.3.1 Sick Leave

- a) The Employee, when unable to report for duty due to illness, is entitled to seek approval for paid leave for such absence, for a maximum of five days per year without having to provide a medical certificate from a registered medical practitioner or a statutory declaration.
- b) For any period of sick leave exceeding three consecutive days absence, an employee shall furnish either a satisfactory certificate from a registered medical practitioner or if it is not reasonably practical for the Employee to provide a medical certificate, a statutory declaration setting out the reason for such absence. Submission of a false statutory declaration is a criminal offence.
- c) For any absence either the working day before or the working day after an annual leave day or public holiday, the Employee must, on request provide a certificate from a duly registered medical practitioner or a statutory declaration.

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- d) If an Employee is ill on an “accrued day off” (ADO), personal leave may be used to cover such illness provided that a certificate from a registered medical practitioner or a statutory declaration is provided as evidence of the illness. Subsequently the ADO may be taken at a mutually agreed later date.
- e) If, because of personal illness or injury and Employee is absent from work in a continuous period for more than 20 working days the Employee will be required to provide a “work clearance” certificate from a relevant registered medical practitioner of his or her choice that he/she is fit for return to normal duties.

25.3.2 Compassionate Leave

Three days leave for compassionate event purposes shall be granted to an Employee following submission of satisfactory evidence of the event:

- a) For the purposes of spending time with a person who is a member of the Employee’s immediate family or household who
 - (i) Contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) Sustains a personal injury that poses a serious threat to his or her life;
- b) On account of the death of his or her spouse, child, father, mother, brother, sister, grandparent, or grandchild or his or her spouse’s father, mother, brother, sister, grandparent, grandchild or in any other case where, in the opinion of the Corporation , special circumstances exist.

25.3.3 Carer’s Leave

- a) On submission of satisfactory evidence from a registered medical practitioner or statutory declaration that an Employee is required to care for an immediate family member, on either a full-time or part-time basis, the Employee may apply for carer’s leave.
- b) The amount of paid carer’s leave which an Employee may take must not exceed 15 days in any 12 month period. Carer’s leave with pay will be deducted from an Employee’s sick leave credits. If an Employee has exhausted his or her sick leave credits in any 12 month period of employment, the Employee will be granted further carer’s leave with pay from his or her accrued sick leave entitlement provided the total carer’s leave does not exceed 15 days.
- c) Provided that an Employee may request, in writing and accompanied by substantiated medical support, special consideration of hardship for carer’s leave to be extended for a further period of time in which the employee may use an additional 30 days per year of his/her accrued sick leave entitlement.
- d) The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take carer’s leave. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer of such absence at the first opportunity on the day of the absence.
- e) An Employee on exhausting the carer’s leave entitlement may elect, with the consent of the Employer, to take paid annual and/or long service leave or unpaid leave for the purpose of providing care for an immediate family member who is ill.

25.3.4 Rehabilitation Leave

In conjunction with its Occupational Health and Safety Procedures, the Employer will provide up to five days paid leave for an Employee to participate in approved rehabilitation programs associated with drug, alcohol or smoking addiction. Participation in such programs may be initiated by the Employee or Employer. In addition the Employer will provide reasonable counselling associated with such programs.

25.3.5 Special Leave

Where, in exceptional circumstances, the Corporation is satisfied that, on account of pressing necessity, leave should be granted to an Employee, the Corporation may grant such leave as is considered appropriate and on such terms and conditions as it sees fit.

26. Court Attendance

- 26.1 An Employee required under the *Juries Act 2000* or *Juries Regulations 2001* to appear and serve as a juror in any court shall be entitled to be granted leave with pay for the period of required attendance at court and shall not be required to pay the Corporation any fees received from the court for serving as a juror where that period of attendance is up to two weeks duration. Where the required attendance at court is greater than two weeks, leave will be granted with the Employer paying make up pay of the difference between juror fees received and normal time earnings for the time in excess of two weeks.
- 26.2 An Employee required to attend as a witness before the AIRC, with respect to any matters pertaining this Agreement, shall be granted leave without loss of pay for the period of required attendance.
- 26.3 An Employee required to appear in court as a crown witness, or required and/or granted leave to attend in an official capacity, as a consequence of or in connection with his or her employment, give evidence or to produce papers in any court, shall be granted leave without loss of pay for the period of required attendance. Fees received for the performance of official duty shall be paid to the Corporation .
- 26.4 To obtain approval for leave under this clause, a leave application must be supported by a notification that the Employee is required to attend.
- 26.5 Leave granted under this clause shall be included as service for the purpose of annual, personal and long service leave.
- 26.6 Court attendance leave does not apply to any Employee required to attend court or similar tribunal for personal reasons. Employee annual leave entitlement will have to be used for such situations.

27. Study Assistance

27.1 Study Leave

- a) The Corporation may grant to any Employee leave of absence with pay for the purpose of acquiring a qualification or studying a course or part of a course which, in the opinion of the Corporation, is relevant to the functions of the Corporation and is likely to increase the efficiency and individual development of the Employee.

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- b) When requesting study leave the employee must clearly define the requirements of the study; including but not limited to, attendance at lectures, tutorials, location of such, assignments, units/subjects to be completed each semester and examinations.
- c) The Corporation may also grant sufficient leave to enable the Employee to travel to and attend up to five hours of lectures and tutorials per week during the semester in which the approved course is conducted, having regard to the arrangements which can reasonably be made for apportioning attendance at lectures and tutorials between times inside and outside working hours. Provided that, in special circumstances, the Corporation may grant leave for such longer period as is deemed necessary.
- d) In exceptional circumstances, the Corporation may grant leave of absence either without pay or on a time in lieu basis.
- e) The Corporation may, in addition to (b) above, grant, to any Employee, up to a total of one week's leave with pay, in any one calendar year, for the purpose of preparing for two examinations per semester or for written or practical work which is in lieu of or in addition to examinations associated with a course of study.
- f) An employee may use his or her annual leave entitlement for any extra time they may deem necessary for study or like activities.
- g) The Corporation shall grant to an Employee leave and travel time with pay for the purposes of:
 - i) Attending examinations associated with an approved course of study with one half day for each examination to a maximum of 2 examinations per semester;
 - ii) Attending a public presentation ceremony arranged by an educational institution for the purpose of conferring on such Employee a degree or diploma or other qualification in such circumstances as the Corporation considers appropriate. For ceremonies held within 100 kilometres of the Employee's residence one half day of paid leave will be granted. For ceremonies held further than 100 kilometres from the employee's residence one full day of paid leave will be granted.
- h) For the purposes of granting leave such type of leave shall stand alone.
- i) For reasons of unsatisfactory progress, the Corporation may, after a minimum period of twelve months, revoke any study leave granted, including not granting leave to repeat subjects.

27.2 Reimbursement of Fees

- a) The Corporation may reimburse what the Australian Taxation Office defines as any "otherwise deductible amounts" for compulsory fees, tuition fees, costs of prescribed text books and additional travel and administration charges incurred by an Employee undertaking a course of study approved by the Corporation .
- b) Provided that such reimbursement shall only be on the production of evidence that satisfactory progress is being made each year in the approved course.
- c) Provided also that, where an Employee receives paid study leave, the amount of fees reimbursed under this sub clause shall be reduced in proportion to the amount of study leave taken, such that where an Employee receives the full study leave provision, reimbursement of fees shall not be approved.

28. Defence Force Leave

- 28.1 Defence Force leave will be administered in a manner consistent with the Australian *Defence Reserve Service (Protection) Act 2001*.
- 28.2 An Employee member of the Australian Defence Force Reserve will be provided with leave of absence without loss of pay for two weeks in any year to participate in continuous Defence service.
- 28.3 In addition leave without pay may be granted, in blocks of five days to an Employee member of the Australian Defence Force Reserve for participation in continuous Defence service, consistent with the Employer Support Provision of the Australian Defence Force.
- 28.4 If during any leave without pay for Army Reserve Service an Employee does not receive a salary equal to that while employed by the Corporation, the Corporation shall pay the difference between the two.
- 28.5 An Employee who requires leave under this clause shall submit a written application to the Corporation for approval and, upon completion of the leave, shall furnish satisfactory evidence of attendance at the activity for which the leave was granted.
- 28.6 An Employee who is required to undertake a period of service with the Australian Defence Force, in addition to those specified in clauses 28.2 to 28.3 above, may be granted leave without pay, to a maximum of six months, for the period of time that such services are required.
- 28.7 An Employee who, while serving with the Defence Forces, sustains an injury or contracts an illness necessitating an absence from work from Goulburn-Murray Water, beyond the period of leave granted under this clause may be granted leave as follows:
- a) If not paid compensation by the appropriate Commonwealth department in respect of such absence, the Employee shall be granted personal leave.
 - b) If paid compensation and the amount is equal to or exceeds the amount of pay which he would have been received had the Employee been granted personal leave, leave shall be granted without pay.
 - c) If paid compensation and the amount is less than the amount of pay which would have been received had the Employee been granted personal leave, the Employee may be paid an amount equal to the difference between the two and the personal leave credit will be reduced by the amount of such payment.

29. Special Sick (War/Peace Keeping Service) Leave

Where the Corporation is satisfied that the illness of any Employee with at least six months service, is directly attributable to, or is aggravated by, the Employee's service in warlike operations in Vietnam or any later war which involved Australian troops or in any official Australian Government peace keeping activities the Employee shall be granted additional sick leave and special consideration based on past Enterprise Agreement precedence and practice.

30. Emergency Services Leave

- 30.1 Employees who are registered members of a volunteer organisation, who wish to respond to a declared emergency situation, may be released from their normal duties without loss of salary to participate in fire fighting, flood relief or other emergency activity. Provided that:
- a) Release for volunteer activity is subject to no undue inconvenience being caused to the work unit;
 - b) Satisfactory evidence is provided of an Employee's bona fide involvement in the emergency activity.
- 30.2 Leave granted under this clause shall be included as service for the purpose of annual, personal leave and long service leave.

31. Leave for Municipal Council Activities

An Employee who, having been granted permission under clause 13.5, is elected to a Municipal Council, will be granted leave without pay to fulfil their official duties of office as follows:

- a) Mayor, up to three hours per week, or where special occasions arise, six hours per week.
- b) Councillor, up to three hours per fortnight, or where special occasions arise, six hours per fortnight.

32. Leave for Blood Donation

If the Corporation has not arranged an "at work donation" within the next three month period, an Employee, subject to one week's notice, may take a maximum of three hours paid leave for the purpose of donating blood.

33. Leave without Pay

- 33.1 Subject to the operational requirements of the Corporation, leave without pay may be granted to Employees for any period up to one year. At the discretion of the Corporation, such period may be extended beyond one year.
- 33.2 Except where special circumstances apply, leave without pay shall be granted only where all available leave with pay entitlements, other than personal leave, have been utilised.
- 33.3 Leave without pay for a period of less than or equal to one month shall be counted and in excess of one month shall not be counted; as service for the purpose of calculating personal leave and annual and long service leave entitlements.
- 33.4 Leave without pay shall not be counted as service when used in connection with maternity or adoption leave purposes, unless such leave without pay is less than or equal to one month.
- 33.5 The Corporation shall not contribute the Employer contribution for superannuation while an Employee is on leave without pay and such leave shall not count as service for superannuation purposes, provided that the Employee may elect to contribute.

34. Pregnancy, Safe Work and Special Leave

- 34.1 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 34.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence paid leave for such period as is certified necessary by a registered medical practitioner.

35. Pre Natal Leave

- 35.1 An employee, on the provision of a medical certificate confirming her pregnancy will be able to access pre natal leave as outlined in the following sub clause 35.2 and in accordance with procedure of sub clause 35.3.
- 35.2 A pregnant employee will be entitled to ten hours paid leave per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy.
- 35.3 The employee taking pre natal leave will be required to provide a satisfactory medical certificate from a duly qualified medical practitioner, with regard to any absence under sub clause 35.2

36. Parental Leave

36.1 Eligibility and Rights

- a) Subject to the terms of clause 36 Parental Leave, employees who are entitled to maternity, paternity and adoption leave and a full-time employee may request to work part-time in connection with the birth or adoption of a child.
- b) The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- i) An eligible casual employee means a casual employee:
(A) employed by the Corporation on a regular basis for several periods of employment or on a regular basis for an ongoing period of employment during a period of at least 12 months; and
(B) who has, but for the pregnancy or decision to adopt, a reasonable expectation of on-going casual employment.
- c) The Corporation will not fail to re-engage a casual employee because:
i) The employee or employee's spouse is pregnant; or
ii) The employee is or has been immediately absent on parental leave.
- d) The rights of the Corporation in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

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36.2 Basic Entitlement

- a) Employees, who have or will have completed at least 12 months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave, on a shared basis if both parents are G-MW employees, in relation to the birth or adoption of their child. An employee who does not satisfy the qualifying service requirement for the paid components of leave, or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.
- b) Leave available is summarised in the following table and is based on the combination of all leave associated with parental leave being a maximum of 52 weeks:

Type of Parental Leave	Paid leave A	Annual or Long Service Leave B	Unpaid Leave C	Total combined leave for Parental leave purposes
Maternity leave	14 weeks	Entitlement	52 – (A + B)	52 weeks
Paternity leave	1 week plus sub-clause 36.4 c)	Entitlement	52 – (A + B)	52 Weeks
Adoption leave – primary care giver	4 weeks	Entitlement	52 – (A + B)	52 weeks
Adoption leave – secondary care giver	1 week	Entitlement	Maximum 2 weeks	3 weeks

- c) Any unpaid leave (leave without pay) taken in conjunction with any type of parental leave shall be taken as a continuous period.
- d) Subject to sub-clause 36.3 f), and if both parents are employees of the Corporation, parental leave shall be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- (i) For maternity and paternity leave, an unbroken period of up to 1 week at the time of the birth of the child;
 - (ii) For adoption leave, an unbroken period of up to 3 weeks at the time of placement of the child.

36.3 Maternity Leave

- a) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- (i) Of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;
 - (ii) Of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least 4 weeks.

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- b) When the employee gives notice under 36.3a (i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- d) Subject to 36.2a and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within 6 weeks immediately prior to the expected date of birth.
- e) Where an employee continues to work within the 6 week period immediately prior to the expected date of birth, or where the employee elects to return to work within 6 weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- f) Special maternity leave
 - (i) Where the pregnancy of an employee not then on maternity leave terminates within 28 weeks before the expected date of birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
 - (ii) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - (iii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

The aggregate of paid sick leave, special maternity leave and parental leave including parental leave taken by a spouse, may not exceed 52 weeks.
- g) Where leave is granted under 36.3f, during the period of leave an employee may return to work at any time, as agreed between the Corporation and the employee provided that time does not exceed 4 weeks from the recommencement date desired by the employee.

36.4 Paternity Leave

- (a) An employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave:
 - (i) A certificate from a registered medical practitioner that names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (ii) Written notification of the dates on which he proposes to start and finish the period of paternity leave; and

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- (iii) Except in relation to leave taken simultaneously with the child's mother under 36.2d or 36.6a (i), a statutory declaration stating:
 - (A) He will take that period of paternity leave to become the primary care-giver of a child;
 - (B) Particulars of any period of maternity leave sought or taken by his spouse; and
 - (C) That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- b) The employee will not be in breach of 36.4a (i) hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.
- c) If the employee granted leave under sub-clause 36.2 requires to care for the child or the child's mother for more than the one week paid paternity leave, the employee may apply for an additional one week's continual paternity leave which if granted will be deducted from the employee's sick leave entitlement. Such requests will be considered in the same way and in accordance with sub clause 36.6 b.

36.5 Adoption Leave

- a) The employee will notify the Corporation at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (i) Except in relation to leave taken simultaneously with the child's other adoptive parent under 36.2d or 36.6a (i), that the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) Particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) That for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.
- c) The Corporation may require an employee to provide confirmation from the appropriate government authority of the placement.
- d) Where the placement of the child for adoption with an employee does not proceed or continue, the employee will notify the Corporation immediately and the Corporation will nominate a time not exceeding 4 weeks from receipt of notification for the employee's return to work.
- e) An employee will not be breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

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- f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Corporation should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to 2 days' unpaid leave. Where paid annual leave is available to the employee, the employer may require the employee to take such annual leave instead.

36.6 Right to Request

- a) To assist the employee in reconciling work and parental responsibilities, an employee entitled to parental leave pursuant to the provisions of 36.2 may request the Corporation to allow the employee:
- (i) To extend the period of simultaneous unpaid parental leave provided for in sub-clause 36.2b up to a maximum of 8 weeks;
 - (ii) To extend the period of unpaid parental leave provided for in sub-clause 36.2a by a further continuous period of leave not exceeding 12 months; and
 - (iii) To return from a period of parental leave on a part-time basis until the child reaches school age.
- b) The Corporation shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable ground related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- c) The employee's request and the employer's decision made under 36.6a(ii) and 36.6a(iii) must be recorded in writing.
- d) Request to return to work part-time Where an employee wishes to make a request under 36.6a (iii), such a request must be made as soon as possible but not less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

36.7 Variation of Period of Parental Leave

Where an employee takes leave under 36.2a and 36.6a (ii), unless otherwise agreed between the Corporation and employee, an employee may apply to his or her employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but not less than 4 weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in 36.2a or 36.6a (ii).

36.8 Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave access any annual leave or long service leave entitlements that the employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer as agreed under 36.6.

36.9 Returning to Work After a Period of Parental Leave

- a) An employee will notify of their intention to return to work after a period of parental leave at least 4 weeks prior to the expiration of the leave.
- b) An employee will be entitled to the position held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to Clause 34, the employee will be entitled to return to the position held immediately before such transfer.
- c) Where such position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of the former position.

36.10 Replacement Employees

- a) A 'replacement employee' is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- b) Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the right of the employee who is being replaced.

37. Communication during Parental Leave

- a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- b) The employee shall take reasonable steps to inform the Corporation about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- c) The employee shall also notify the employer of changes of address or other contact details that might affect the employer's capacity to comply with 37a.

38. Combination Maternity-Paternity Leave

Where the parents of a child by birth or adoption as outlined in clause 36.2a are both employees of Goulburn-Murray Water and both qualify for such leave, then any period of leave without exceeding 52 weeks, and the time of attendance at work, may be shared between two parents, provided that such arrangements can be accommodated by the employer after consideration of decision making factors and process as outlined in sub clause 36.6.

39. Public Holidays

39.1 An employee shall be entitled to holidays on the following days:

- a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- b) The following days, as prescribed in Victoria: Australia Day, ANZAC day, Queens Birthday and Labour Day; and
- c) Melbourne Cup day or a day in lieu of such
- d) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December
- e) When Boxing day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December
- f) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

39.2 Water Services Operations Employees in receipt of a 9 month or 12 month annualised salary and who do not work a five days on, two days off roster, shall received a day in lieu of public holidays worked and/or rostered off during the irrigation season roster period. Provided that such day/s in lieu shall be taken at an agreed time and that this agreed time shall generally be outside the irrigation season.

39.3 Water Services Employees under 10 month employment arrangements have compensation for pubic holidays built into their salary and are not entitled to days in lieu of public holidays during the irrigation season.

40. Personal Expenses

40.1 Meals

- a) Employees who are required to stay away overnight from their normal residence, on short term, ad hoc basis, where accommodation and meals are not provided, will be reimbursed for meals, except for lunch on day one (the day of leaving the normal place of work or home), in accordance with the expenses schedule outlined below and maintained by the Corporation .
- b) Employees who are not staying away overnight but because of work, meetings or travel time cannot return home prior to 8-00 pm may purchase an evening meal after 8-00 pm and with formal authorization will be reimbursed the cost of the meal on the production of a Tax Invoice and proof of payment.

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40.2 Accommodation

When required to stay overnight at a location other than the Employee's normal residence and no accommodation is provided, Goulburn-Murray Water shall reimburse, on the production of a Tax Invoice and proof of payment, reasonable accommodation expenses incurred by the Employee in the performance of his/her duties provided that they do not exceed the maximum limits of the expenses schedule outlined below and maintained by the Corporation .

40.3 Incidentals

Employees who are required to stay away overnight from their normal residence, where accommodation and meals are provided, shall be paid an allowance in accordance with the expenses schedule outlined below and maintained by the Corporation .

40.4 Expenses Schedule

All expenses shall be paid in accordance with the schedules below which define the amounts payable under clauses 40.1, 40.2 and 40.3. All amounts listed in the schedules below are inclusive of Goods and Services Tax

Meals Schedule Amounts reimbursed	Breakfast	Lunch	Dinner
Capital City			
5 Aug 2007 to 26 July 2008	\$20.50	\$34.00	\$46.00
27 July 2008 to 8 Aug 2009	\$21.00	\$35.00	\$48.00
9 Aug 2009 to 8 Aug 2010	\$22.00	\$37.00	\$50.00
Country			
5 Aug 2007 to 26 July 2008	\$18.00	\$27.00	\$37.50
27 July 2008 to 8 Aug 2009	\$19.00	\$28.00	\$39.00
9 Aug 2009 to 8 Aug 2010	\$20.00	\$30.00	\$41.00
<i>All \$ amounts listed are inclusive of GST</i>			

Accommodation Schedule Maximum limits. Reimbursed on production of paid Tax invoice	Melbourne and other Capitals except Sydney	Country	Sydney
5 Aug 2007 to 26 July 2008	\$195	\$150	\$215
27 July 2008 to 8 Aug 2009	\$200	\$155	\$225
9 Aug 2009 to 8 Aug 2010	\$208	\$162	\$230
<i>All \$ amounts listed are inclusive of GST</i>			

Incidentals Schedule	Incidentals
5 Aug 2007 to 26 July 2008	\$15.50
27 July 2008 to 8 Aug 2009	\$16.00
9 Aug 2009 to 8 Aug 2010	\$16.50

41. Travel

- 41.1 Employees who are required to travel in the performance of their duties or to work at a location other than their normal office or depot shall be provided with transport or shall be reimbursed for the actual and reasonable cost of fares.
- 41.2 Provided that the Corporation may agree that an Employee uses a private (comprehensively insured, registered and roadworthy) vehicle and be paid an allowance equal to the amount designated for claims by the Australian Taxation Office.

42. Relocation

- 42.1 Employees who are required to relocate as a result of the needs of the Corporation shall be reimbursed the actual and reasonable cost of removal, and the depreciation of furniture and fittings.
- 42.2 Provided that the Corporation may agree that an Employee sell a residence at the old location and be reimbursed for the actual and reasonable costs of legal expenses, estate agent's commission, advertising costs, stamp duty and registration fees, compensation for market differentials and other relevant costs.
- 42.3 Provided that the Corporation may agree that an Employee purchase a residence at the new location and be reimbursed the actual and reasonable costs of legal expenses, valuation fees, stamp duty, registration fees, compensation for market differentials and other relevant costs.
- 42.4 Provided that the Corporation may agree that an Employee who is unable to obtain a suitable residence at the new location may be reimbursed the actual and reasonable costs of temporary accommodation and meals at the new location.

43. Major Change/Disruption to Normal Work

If normal work cannot be maintained due to major disruption outside the control of the Corporation (for example flood or drought) then the Corporation shall determine an appropriate action through consultation with the Central Consultative Committee and agreement with the parties.

Appropriate action may include, but not necessarily be restricted to a range of options for the taking of annual leave, long service leave, leave without pay, special leave, temporary relocation and/or work sharing.

44. Worker's Compensation Make-up Pay

- 44.1 If the Employee sustains personal injury arising out of or in the course of the discharge of his or her duties which activates procedures for an amount to be paid by Goulburn-Murray Water's Worker's Compensation Insurer, Goulburn-Murray Water will:

For all new claims for worker's compensation, grant full make-up pay for a maximum of 52 weeks or 365 days, for which the calculations will:

- a) For the first 26 weeks include average overtime earnings
- b) For the second 26 weeks not include average overtime earnings and will be at the ordinary rate of pay;

from thereafter, compensation payments will be in accordance with the *Accident Compensation Act 1985*. No leave entitlement shall be accrued after 52 weeks under this clause.

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- 44.2 Apart from sub clause 44.1 above, all administration of workers compensation pay will be in accordance with the *Accident Compensation Act 1985* and established administrative procedures.

45. Termination of Employment

45.1 By Goulburn-Murray Water

- a) Goulburn-Murray Water shall give four weeks notice (five weeks notice if the Employee is over 45 years of age and has had two years continuous service), or payment in lieu of notice if it intends to terminate the service of the Employee, other than a casual for whom two weeks notice will be given. Provided that nothing in this Agreement shall prevent the summary dismissal of the Employee for serious misconduct, wilful damage or neglect of duty and in such cases, the salary shall be paid up to the time of dismissal only.
- b) Should a proposed termination of employment be for reasons of unsatisfactory performance, the Employer must provide an opportunity for the Employee to overcome his/her performance deficiencies. The Employee shall have the right to seek a review of the performance assessment and any termination decision pursuant to the dispute settlement procedure of the Agreement. Any termination of employment will be carried out in a fair and just manner.
- c) Redundancies will be avoided wherever possible. Alternatives such as seeking voluntary redundancy and/or relocation and/or job change, will be considered as first options. If however the Corporation retrenches an Employee through redundancy, the payment policy of the Victorian Government will be followed.

45.2 By the Employee

- a) The Employee, other than a casual, shall give four weeks notice of his/her intention to terminate employment. After consideration of operational and work load conditions the Employer may allow the Employee, who has given notice, to terminate his or her employment prior to the full four week period with final pay being to the final day of work.
- b) Administration of employment terminations shall be in accordance with Government policy at the time and established administrative procedures.

46. Abandonment of Employment

- 46.1 The absence of an Employee from work for a continuous period exceeding five working days, without the consent of the Corporation and without notification to the Corporation, shall be prima facie evidence that the Employee has abandoned his/her employment.
- 46.2 The Employee will be given fourteen calendar days from the Employee's last attendance at work or the date of his/her last absence in respect of which notification has been given or consent has been granted to explain the absence. If the Employee has not established to the satisfaction of the Corporation that the absence was for reasonable cause, the Employee shall be deemed to have abandoned employment.
- 46.3 Termination of the employment by abandonment shall operate as from the date of the last attendance at work, the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Corporation, whichever is the later.

47. Unsatisfactory Behaviour or Work Performance

- 47.1 This procedure will be applied where the Corporation considers an Employee is not satisfactorily performing duties or for reasons of alleged misconduct. This includes inefficiency, neglect of duty, absenteeism, breach or neglect of occupational health and safety or environmental procedures, lack of punctuality and poor work performance.
- 47.2 Any Employee being investigated must be treated fairly and with respect and in accordance with this procedure.
- 47.3 a) All steps in this procedure will be carried out in private, in the presence of a witness who will record details of the interview and, if desired by the Employee, a workplace representative.
- b) A witness and/or a workplace representative has the right to consult with the Employee and supervisor/manager but not to try to control the interview or answer on behalf of the Employee.
- 47.4 In the first instance, the Employee shall be warned and counselled by the immediate supervisor and the unsatisfactory performance or behaviour will be defined and its deficiencies explained to the Employee. Corrective action and a satisfactory level of performance and the time in which this should be achieved will be specified in writing to the Employee. Details of this interview shall be recorded and placed on the Employee's file.
- 47.5 In the second instance, if the Employee's work performance or behaviour has not reached the defined satisfactory level by the time established under sub clause 47.4, he/she will again be warned and counselled and details of the interview shall be recorded. Details shall be placed on the Employee's file. The Employee shall be given the opportunity to comment on the warning and this statement will also be placed on the Employee's file.
- 47.6 A monitoring period not exceeding one month shall be set for review of performance or unsatisfactory performance.
- 47.7 It shall be clearly explained that the Employee's continuing employment is under review and unless improvement is demonstrated within as specified period as set under sub clause 47.6, then termination of employment may result.
- 47.8 If no improvement in performance or behaviour is demonstrated by the time set under sub clause 47.6, disciplinary action will be taken. This may include suspension without pay, reduction in classification or demotion, withholding of any progression, removal from flexible hours, or termination of employment.

48. Misconduct

- 48.1 Misconduct includes, without limiting its generality, malingering, neglect of duty, malicious damage of the Corporation's or its customers property, violating Code of Conduct, serious breach of the Corporation's Equal Employment Opportunity, Occupational Health and Safety and Environmental procedures, assault, theft, drunkenness, consumption of alcohol during working hours, misuse of Corporation vehicles, being absent from the work area without permission or refusal to carry out lawful directions. It is a single deliberate act which may lead to summary dismissal. It will be the subject of immediate action by the Corporation, through either suspension or dismissal.
- 48.2 The onus of proof will be on the Corporation to substantiate that the conduct is sufficient to warrant dismissal and has been the subject of an immediate investigation. The Employee shall be given the opportunity to explain the conduct.
- 48.3 The Corporation will document all relevant details including the date, nature of offence and the Employee's response to any warnings or charges of misconduct.

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- 48.4 The Corporation will provide all details of any documentation relating to charges of misconduct at the request of the Employee. If the Employee is a union member at the time the dispute originates, he/she has the right to notify a duly authorized representative of his or her union.
- 48.5 A thorough investigation will be held during which time the Employee may be suspended with pay and shall not continue working. The Employee or his or her representative shall be advised of any rights they may have regarding summary dismissal.
- 48.6 If summary dismissal is not warranted, alternative disciplinary action may be taken and a final warning may be issued. This may include suspension without pay, reduction in classification or demotion, withholding of salary progression, removal from flexible hours or termination of employment with notice.

49. Superannuation – Choice of Fund

- 49.1 a) The Employee may choose that his or her superannuation funds be paid to a complying fund as currently used and paid into by the employer.
- b) Where an employee does not wish to choose a Superannuation fund then the default scheme will be the Vision Super Saver Scheme.
- 49.2 The Employee may elect to cease the contributions made on his or her behalf to defined benefits superannuation schemes administered by the Government Superannuation Office and request the Corporation make contributions in lieu of remuneration into another complying fund as administered by the Employer. Provided that the Corporation will meet the reasonable costs of the provision of financial advice, if the individual Employee wishes to consider such transfer.
- 49.3 Provided that an Employee may request the Corporation to contribute additional superannuation contributions in a salary sacrifice form in lieu of fortnightly salary to a complying fund as administered by the Employer.
- 49.4 Further it is agreed that members of the Revised, New, SERBS or Transport Superannuation schemes as administered by the Emergency Services and State Superannuation Office (ESS) may make salary sacrifice contributions to such scheme in accordance with their procedures and related Ministerial approval.

50. Signatories

Signatories of the Parties to this Agreement:

.....
For Goulburn-Murray Rural Water Corporation
ABN 46 761 336 846
Name: Russell Cooper
Position: Managing Director
P O Box 165 (40 Casey Street)
Tatura Vic 3616

Date:
.....

.....
For Australian Workers Union
ABN 17 106 150 504
Name: Cesar Melhem
Position: State Secretary
685 Spencer Street
West Melbourne Vic 3003

Date:
.....

.....
For Community and Public Sector Union
ABN 38 968 067 748
Name: Karen Batt
Position: Branch Secretary
CPSU/SPSF Victorian Branch
Victorian Trades Hall
54 Victoria Street
Carlton Vic 3063

Date:
.....

Attachment 1 - Water Services Employees

Construction and Maintenance and Water Distribution

– Non-Annualised Salary

Band A, B, C and D Water Services and Construction and Maintenance

1. Introduction

- 1.1 The Corporation may remunerate Water Services Employees as listed above in accordance with the terms and conditions specified in this Attachment.
- 1.2 These terms and conditions shall prevail to the extent of any inconsistency over the remainder of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007.
- 1.3 Provided that the Water Services Employees mentioned above may apply for annualised salary employment arrangement (Attachment 2) of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007 when such positions become vacant and are advertised.
- 1.4 Provided that the Corporation even if it has some vacant annualised salaried positions may determine that some Water Services Employees are to remain under the terms and conditions of the non-annualised salary Attachment 1 of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007.

2. Hours of Work

- 2.1 The ordinary hours of work shall be 304 hours per 56 days between 6.30 am and 7.00 pm and shall be worked flexibly. Provided that the ordinary hours shall be at least six and not more than 12 each day to be worked continuously and that at least 18 days off shall be rostered each cycle. Provided that the ordinary days rostered on shall not exceed eight consecutive days.
- 2.2 Changes to rosters will be by consultation between employees and managers and will be determined by agreement of the Local Consultative Committee. However, if agreement cannot be reached, managers may change the roster with 3 weeks notice.

3. Allowances

- 3.1 Employees (not on an annualised salary) required by the ordinary work cycle to perform ordinary hours of work on an afternoon or night shift
 - a) For more than five consecutive afternoons or nights, shall be paid an allowance at the rate of an additional 15% of the ordinary hourly rate for each hour of work.
 - b) For up to five consecutive afternoons or night shall be paid an allowance at the rate of an additional 30% of the ordinary hourly rate for each hour of work.

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- 3.2 Employees required by the ordinary work cycle to perform ordinary hours of work on:
- a) A Saturday (excluding a public holiday) shall be paid an allowance at the rate an additional 50% of the ordinary hourly rate for each hour of work performed.
 - b) A Sunday (excluding a public holiday) shall be paid an allowance at the rate of an additional 100% of the ordinary hourly rate for each hour of work performed.
 - c) A public holiday shall be paid an allowance at the rate of an additional 150% of the ordinary hourly rate for each hour of work performed.
- 3.3 Provided that performance of the Corporation's work requirements has regard to the occupational health and safety of the Employees. Provided further that Employees are not required to work unreasonable hours and/or consecutive days on normal duty and that breaks from duty are arranged by the work teams to achieve an appropriate balance between essential work requirements and occupational health and safety.

4. Immediate Standby

- 4.1 Employees on Immediate Standby will be immediately contactable and ensure that they can respond to any event in the most appropriate manner within 10 minutes.
- 4.2 Employees may elect to become part of the Immediate Standby roster. The aim of this roster would be that generally no employee would be on immediate standby for more than 25% of the time of a roster cycle.
- 4.3 Employees who agree to undertake Immediate Standby will be paid at 150% of the rate listed in Clause 18.4 of the generic part of this Agreement.
- 4.4 Employees who are required to return to work or initiate action in response to a call whilst on Immediate Standby will be paid in accordance with Clause 18.5 of the generic part of this Agreement.
- 4.5 In addition to the payment of Clause 4.3 above, a day in lieu or equivalent actual Employee salary, will be granted to compensate for undertaking Immediate Standby on a public holiday when not rostered on duty.

5. Salary Rates

The salary (which includes leave loading) payable to the Employee who is ready, willing and able to work in the classification covered by this Attachment, is drawn from the following salary schedules, which shall increase in accordance with clause 14.2 of the generic section of this Enterprise Agreement.

	Level 1	Level 2	Level 3	Level 4
Band A	\$36,031	\$37,833	\$39,725	\$41,711
Band B	\$43,699	\$45,883	\$48,178	\$50,588
Band C	\$52,993	\$55,644	\$58,427	\$61,348
Band D	\$64,270	\$67,483	\$70,857	\$74,400

6. Nine-Day Fortnight

Employees engaged in construction and maintenance activities and not included in a Water Distribution roster, may by local agreement, develop and maintain a system that ensures the full hours of work are worked flexibly to enable a nine-day fortnight to be worked. This may be for a total year or part of a year. Provided that Employees agree to work flexibly to enable a roster for accrued days off and to ensure sufficient staff are on duty all days of the week (Monday to Friday).

It is recognised by the Parties that a nine-day fortnight may not be possible at all locations or in all work units. Furthermore, it is agreed to review the functioning of such arrangements through the Central Consultative Committee annually. The review will determine the continuation or cessation of the nine-day fortnight option.

7 Six-Six Annualised Salary

In addition to the above provisions and salaries the Corporation will provide, depending on its needs, a number of 6-6 Annualised Salary positions. Administration of these will be in accordance with Addendum Two and the following conditions will apply.

- 7.1 A Water Services Employee on a 6-6 Annualised Salary will
 - Work twenty four weeks each year in water distribution working in a 6/2 roster.
 - Work Twenty four weeks each year in construction and maintenance work on the same roster and in the same work teams as other operational unit construction and maintenance employees
 - .Be entitled to 20 days Annual Leave.
- 7.2 The maximum number of Water Services Employees employed in an Operational Unit (Irrigation Area) under 6-6 Annualised Salary conditions will be limited, at any one time, to 10% of the total number of water services employees in that Unit.
- 7.3 The twenty four weeks in each discipline may be worked continuously or in blocks of no less than eight weeks.
- 7.4 An absolute minimum of annual or long service leave may be taken during the twenty four week water distribution period.
- 7.5 Private use of a vehicle will not be available.
- 7.6 During the twenty four week water distribution period the provisions applicable to those water services employees who are employed for the entire year under Attachment two will apply.
- 7.7 During the twenty four week construction and maintenance period, the provisions applicable to those on water services employees who are employed for the entire year under Attachment One will apply.
- 7.8 An employee working in a six month annualised position who wishes to return to a non-annualised position under this attachment may do so by giving four weeks notice in writing.

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- 7.9 The Corporation may return the employee to Attachment One non-annualised salary terms and conditions by following the procedure described in Addendum Two of this Enterprise Agreement.
- 7.10 The salary (which includes leave loading, three general standby events per roster cycle and associated out of hours work for the 24 weeks water distribution period) payable to the Employee who is ready, willing and able to work in the 6-6 Annualised Salary position as covered by this Attachment, is shown below and shall increase in accordance with Clause 14.2 of the generic section of this Enterprise Agreement.

6/6 Annualised Salary				
	Level 1	Level 2	Level 3	Level 4
Band A	\$44,897	\$47,569	\$50 374	\$52 893

Attachment 2 - Water Services Employees - Annualised Salary

Band A, B and C Water Distribution – Area based Employees only

Band A, B and C Diversions Inspectors

Band B Maintenance Planners

**Band B Drainage Officers, Central Goulburn, Shepparton,
Murray Valley**

1. Introduction

- 1.1 The Corporation may, subject to sub-clauses 1.3 and 1.4, and 1.5 remunerate Water Services Employees as listed above, in accordance with the terms and conditions specified in this Attachment and in accordance with procedures of Addendum Two.
- 1.2 These terms and conditions shall prevail, to the extent of any inconsistency, over the remainder of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007.
- 1.3 Provided that Water Services Employees mentioned above may elect to return to the terms and conditions of the Attachment 1 (non-annualised salary) and/or apply for nine or ten month employment arrangements of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007. Such request to be provided in writing to the Corporation by 10 May each year for implementation at 1 July each year.
- 1.4 Provided that the Corporation may determine that some Water Services Employees are to remain under the terms and conditions of the non-annualised salary Attachment 1 of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007.
- 1.5 Provided that if the Corporation is not satisfied with the work of an employee working in an Annualised Salaried position as defined by this Attachment, the employer may return the employee to a non-annualised position and conditions under Attachment One after following the procedures of Addendum Two.

2. Hours of Work and Rosters

- 2.1 The Employee in receipt of the annualized salary as defined below will work a roster incorporating 40 days rostered on for duty and 16 days rostered off duty over a 56 day period. Provided that the ordinary days rostered on shall not exceed eight consecutive days.
- 2.2
 - a) Hours of work arrangements, including the roster of ordinary hours, commencing times, meal break times, the number of hours to be worked each day, the roster of days and the number of days to be worked each eight week cycle shall be established and varied by local agreement. Provided that the Parties shall not withhold their agreement unreasonably.
 - b) The proposed rosters to operate for the irrigation season will be drafted to provide an indication of the days to be worked by 1 August each year.

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- 2.3 During the irrigation season, the roster for water distribution duties will be based on six days rostered on and two days rostered off with variations of such roster design.
- a) Rosters may be introduced with minimal staff and changed and additional employees put into and out of the water delivery roster in accordance with the need to deliver water.
 - b) Operating and Planning sections may change depending on the demand for water.
 - c) Days worked in the roster will be reconciled at the end of the roster period.
 - d) An employee who works more than 40 days in a roster period will accrue such days to be taken as accrued days off at the end of the irrigation season unless such days have been taken in conjunction with a roster variation.
 - e) The requirement to work overtime or standby or to vary meal break commencement times shall be advised on or before the day of the requirement.
 - f) Any other changes to rosters will be by consultation between employees and managers and will be determined by agreement of the Local Consultative Committee. However, if agreement cannot be reached, managers may change the roster with 3 weeks notice.
- 2.4 Provided that performance of the Corporation's work requirements has regard to the occupational health and safety of the Employees. Provided further that the Employee is not required to work unreasonable hours and/or consecutive days on normal duty and that breaks from duty are arranged by the work teams to achieve an appropriate balance between essential work requirements and occupational health and safety.
- 2.5 Water Services Employees may apply to work 9 or 10 month employment arrangements which must be agreed to by the Corporation.
- 2.6 A 9 month employment arrangement for Water Services Employees is to enable full-time employment for the irrigation season only.
- 2.7 A 10 month employment arrangement for Water Services Employees is to enable full-time employment for the irrigation season and part of the maintenance period.
- 2.8 Water Services Employees, other than those specifically employed on 9 or 10 month arrangements, may apply by 10 May each year to the Corporation to be employed under the 9, 10 or 12 month arrangement. Any approved changes to arrangements will take effect from 1 July in that year.
- 2.9 Water Services Operations Employees in receipt of a nine month or 12 month annualized salary and who do not work a five days on, two days off roster, shall receive a day in lieu of public holidays worked, and/or rostered off, during the irrigation season roster period. Provided that such day/s in lieu shall be taken at an agreed time and that this agreed time shall generally be outside the irrigation season.
- 2.10 An Employee who is rostered to perform ordinary hours on a public holiday but who is granted leave in respect of that day shall be granted one day's leave in lieu of such holiday.
- 2.11 An Employee whose rostered day off falls on a public holiday observed in accordance with the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007 shall be granted one day's leave in lieu of such holiday.

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- 2.12 Where the ordinary hours of an Employee finish on the day after they commenced, the allowances to be paid shall be calculated as if all work was performed on the day they were commenced.
- 2.13 Employees who work through the commencement or cessation of daylight saving shall work and be paid by the time recorded by the clock, fixed according to relevant legislation.
- 2.14 The ordinary work cycle of Employees shall provide a minimum period of ten hours break between the completion of ordinary hours on one day and the commencement of ordinary hours of duty on the next.
- 2.15 Afternoon and/or night work shall mean a period of ordinary hours of work that commences and/or finishes between 7.00 pm and 6.30 am on the next weekday.

3. Immediate Standby

- 3.1 Employees on Immediate Standby will be immediately contactable and ensure that they can respond to any event in the most appropriate manner within 10 minutes.
- 3.2 Band C and other Employees with designated responsibilities which may necessitate Immediate Recall will be required to participate in Immediate Standby rosters during the designated irrigation period. The aim of this roster would be that generally no employee would be on immediate standby for more than 25% of the time of a roster cycle.
- 3.3 Band C and other Employees for whom General Standby is part of their annualised salary who work in an Immediate Standby roster or who work Immediate Standby in 'one off' events;
 - a) overnight until the commencement of work the next day shall be paid 0.5 hours at the Business Band C Level 3 rate of Attachment 6
 - b) overnight and the next day shall be paid for one hour at the Business Band C Level 3 rate of Attachment 6;

(this equates to a total of 2.5 hours for Monday to Friday nights and a total of 2 hours for Saturday, Saturday night, Sunday and Sunday night.)
- 3.4 In addition to the payment of clause 3.3 above, a day in lieu or equivalent actual Employee salary, will be granted to compensate for undertaking Immediate Standby on a public holiday when not rostered on duty.
- 3.5 The Band C and other Employees with designated responsibilities which may necessitate immediate recall who are required to work in Immediate Standby rosters will be determined by individual work units and may vary during the year and from year to year.
- 3.6 If Band C Employees are part of the Immediate Standby roster during the designated irrigation period and are required to undertake more Immediate Standby events than the agreed roster, an additional payment will be made for all events in excess of the agreed roster at 150% of the rates listed in clause 18.4 of the generic section of this Agreement.

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- 3.7 Band A or Band B Employees who are in receipt of annualised General Standby may elect to undertake Immediate Standby, either as part of the roster or on an “as required basis”. During the irrigation period, these employees shall be paid in accordance with the rates of Clause 18.4 of the generic section of this Agreement.
- 3.8 Band A or Band B employees who are not in receipt of annualised General Standby may elect to undertake Immediate Standby, either as part of the roster or on an “as required basis”. These employees will be paid at 150% of the rates listed in clause 18.4 of the generic section of this Agreement. In addition to this payment, a day in lieu or equivalent actual Employee salary, will be granted to compensate for undertaking Immediate Standby on a public holiday when not rostered on duty.
- 3.9 Some work units may require Employees to work in Immediate Standby rosters outside the designated irrigation period. The aim of this roster would be that generally no Employee would be on Immediate Standby for more than 25% of the time of a roster cycle.
- 3.10 Band C and other Employees with designated responsibilities which may necessitate immediate recall outside the irrigation period will be required to participate in Immediate Standby rosters during that period. They will be paid at 150% of the rates of clause 18.4 of the generic section of this Agreement, for each event.
- 3.11 Employees with no designated responsibility which may necessitate immediate recall outside the irrigation period may elect to become part of an Immediate Standby roster for that period and will be paid at 150% of the rates of clause 18.4 of the generic section of this Agreement, for each event.

4. Salary Rates

- 4.1 The salary (which includes leave loading) payable to the Employee who is ready willing and able to work in the classification covered by this Attachment is drawn from the following salary schedule, which shall increase in accordance with clause 14.2 of the generic section of this Enterprise Agreement.

Water Distribution	9 month	10 month	12 month
Band A1	\$37,940	\$42,792	\$47,852
Band A2	\$42,093	\$46,647	\$50,814
Band A3	\$45,528	\$50,079	\$53,924
Band A4	\$46,542	\$52,583	\$56,620
Band B1	\$47,556	\$53,222	\$58,807
Band B2	\$49,628	\$55,532	\$61,326
Band B3	\$51,553	\$57,736	\$63,838
Band B4	\$54,132	\$60,623	\$67,031
Band C1			\$63,811
Band C2			\$66,431
Band C3			\$69,052
Band C4			\$72,504

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	Diversions Inspectors	Maintenance Planners	Drainage Officer Central-Goulburn	Drainage Officer Shepparton	Drainage Officer Murray Valley
Band A1	\$41,681				
Band A2	\$44,191				
Band A3	\$46,862				
Band A4	\$49,066				
Band B1	\$56,239	\$49,168	\$45,700	\$49,803	\$45,600
Band B2	\$58,569	\$51,498	\$47,990	\$52,294	\$47,850
Band B3	\$60,899	\$53,978	\$50,497	\$54,909	\$50,250
Band B4	\$63,806	\$56,677	\$53,021	\$57,654	\$52,763
Band C1	\$66,578				
Band C2	\$69,197				
Band C3	\$71,818				
Band C4	\$75,270				

- 4.2 a) The annualised salary rates as specified above include all entitlements to excess time loading, out of hours General Standby, weekend or public holiday loading, excess time including attendance at meetings or functions outside usual hours of duty.
- b) An employee who obtains promotion or transfer under the 12 month annualised salary and who thereby changes work times and conditions will not lose pay, but will have his or her salary maintained until such time as the salary of the position which he or she obtains exceeds the maintained salary.
- 4.3 However, Employees in receipt of the salaries defined for Drainage Officer – Murray Valley shall be entitled to payments for overtime worked.
- 4.4 The following sub-clauses 4.4 (a) to (f) apply to those employees listed as Diversions Inspectors in the above salaries table.
- a) The annualised salary for Diversions Inspectors comprises base salary for a five day week, compensation for thirteen accrued days off, payment for 40 minutes overtime each day (Monday to Friday inclusive) and general standby in accordance with the following sub-clauses (b) to (f)
- b) Diversions Inspectors shall work a general standby roster for 12 months each year in which two Diversions Inspectors shall be on standby each day.
- c) The general standby roster cycle will be ten weeks, so that each member in the roster will work standby for 5.2 weeks each year, with each week comprising nine standby events.
- d) If a Diversions Inspector works more than the agreed roster cycle of 5.2 weeks on standby then he/she shall be paid for the additional work in the same manner as those employees not on an annualised salary, being in accordance with sub- clause 18.4 of the generic section of this Enterprise Agreement.

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- e) If a Diversions Inspector whilst on standby is recalled to duty, the return to work location, as per sub-clause 18.2 of the generic section of this Agreement shall be the office location of the Diversions Inspector, and he/she shall be paid for the recall work in the same manner as those employees not on an annualised salary, being in accordance with sub-clause 18.5 of the generic section of this Enterprise Agreement.
 - f) If a Diversions Inspector not on standby is recalled to duty, he/she shall be paid for the recall work in accordance with clause 20, Recall to Duty, of the generic section of this Agreement.
- 4.5 The expectations in relation to working arrangements of Area based Water Distribution Employees in receipt of annualised salaries are outlined in Addendum One.
- 4.6 Furthermore in the event of an Extraordinary Event, as defined below, additional compensation may be paid to Employees covered by this Attachment.
- a) Except for emergencies, work involving Extraordinary Events must be approved by the Line manager prior to the event.
 - b) Extraordinary Events are defined as:
 - i) When Water Services Operations Employees are required to work in excess of eight hours in the non-irrigation period (being that time of the year not declared as the irrigation period, usually 16 May to 14 August) undertaking maintenance related activities.
 - ii) Operations of Loch Garry
 - iii) When Diversions Employees are required to work out of hours by attendance at meetings of groundwater management committees, stream flow management plan committees and other special meetings (but not including attendance at Diversions Catchment Water Services Committee meetings).
 - c) Rates
Water Services Operations and Diversions Employees who are required to work additional hours as determined by an extraordinary event under clause 4.6 (b), above will receive payment for such additional hours worked at the ordinary rate of pay specified in this Attachment, which is applicable to the Employee.
- 4.7 If an employee, over 50 years of age, in receipt of a 12 month annualised salary wishes to change to a 9 or 10 month annualised salaried position, and therefore be paid such a salary, the Corporation will investigate and if possible implement procedures for the employee to maintain the 12 month annualised salary for superannuation purposes.

5. Private Use of Motor Vehicle

The Employee shall have the option of limited private use of a motor vehicle, provided that the conditions of the Agreement between the Corporation and the Employee are met.

Attachment 3 – Dam Operations Employees

Band A, B and C Dam Operations

1. Introduction

- 1.1 The Corporation may remunerate Dam Operations Employees employed at storages listed in sub clause 1.2 in accordance with the terms and conditions specified in this Attachment.
- 1.2 The storages or groups of storages which comprise the Dam Operations Groups are as follows:

Murray Unit

Dartmouth
Torrumbary
Yarrowonga
Mildura
Lake Buffalo
William Hovell

Nillahcootie
Mokoan

Goulburn-Loddon Unit

Eildon
Goulburn Weir/Waranga
Basin/Stuart Murray and
Cattanach Canals
Cairn Curran/Laanecorrie/
Tullaroop/Newlyn/Hepburns
Lake Eppalock

- 1.3 These terms and conditions shall prevail, to the extent of any inconsistency over the remainder of the Goulburn-Murray Rural Water Corporation Certified Agreement 2007.

2. Hours of Work

Employees shall be on duty as required by rosters for the performance of excess hours and for undertaking extraordinary events. Provided that a standard rostered day is eight hours. Provided also that performance of the Corporation's work requirements has regard to the occupational health and safety of Employees. Provided further that Employees are not required to work unreasonable hours and/or consecutive days on normal duty and that breaks from duty are arranged by the work teams to achieve an appropriate balance between essential work requirements and occupational health and safety.

3. Standby

- 3.1 Employees must be available to work in Standby Rosters established by their work units.
- 3.2 When on Standby, the Employee will reside at locations such that they can return to their storages within 10 minutes or as specified below.
- 3.3 An annual Ten Minute Recall Allowance per nominated storage shall be paid for 10 minute recall to those Employees working in the 10 minute recall roster. This annual allowance will be equivalent to 11% of the Business Band C Level 3 annual salary of Attachment 6.
- 3.4 The annual Ten Minute Recall Allowance will be shared equally by the number of persons on the roster. If for any reason (excluding periods of annual leave) the roster is varied, the sharing of this Allowance will be varied accordingly by mutual agreement between the affected Employees and the Headworks Unit Manager.

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- 3.5 If the roster is varied to reduce the periods of each person's duty, then clause 6.2 of the generic part of this Agreement applies.
- 3.6 Recall time will be determined by dam safety requirements and will be reviewed on a storage by storage basis annually as part of the Dam Safety Emergency Plan review process.
- 3.7 The current recall requirements at storages are as follows:

60 Minutes Recall Storages

Lake Buffalo outside irrigation season within 60 minutes

Lake Mokoan, Tullaroop, Laanecoorie, Newlyn,
Hepburns Lagoon, Lake Nillahcootie, Waranga Basin, within 60 minutes
Lake William Hovell, Stuart Murray and Cattanach
Canals, Mildura Weir and Lake Eppalock

10 Minute Recall Storages

Lake Eildon, Dartmouth Dam, Yarrawonga Weir, within 10 minutes
Goulburn Weir, Cairn Curran, Torrumbarry Weir,
Lake Buffalo during the irrigation season

4. Salary Rates

- 4.1 The salary (which includes leave loading) payable to the Employee who is ready, willing and able to work in the classification covered by this Attachment, is drawn from the following salary schedules which will increase in accordance with clause 14.2 of the generic section of this Enterprise Agreement.
- 4.2 Dam Operations Employees in receipt of salaries listed in the table below, headed 5 NADS shall be entitled to an additional five "Non Attendance Days" (NADS) unless otherwise defined in this Attachment, which shall be scheduled in each calendar year by agreement within each of the work teams and these days shall be taken within 28 days of the scheduled date where operational requirements preclude such days being taken when scheduled.
- 4.3 Dam Operations Employees in receipt of salaries listed in the table above headed 13 NADS shall be entitled to an additional 13 "Non Attendance Days" unless otherwise defined in this Attachment, which shall be scheduled in each calendar year by agreement within each of the work teams and these days shall be taken within 28 days of the scheduled date where operational requirements preclude such days being taken when scheduled
- 4.4 Those Employees working nine months on roster and three months off roster will be paid an annualised salary calculated as 25% of base rate plus 75% of the relevant roster salary.
- 4.5 The annualised salary rates as specified below for 5 NADS and below for 13 NADS include all entitlements to excess time loading, out of hour's standby, weekend or public holiday loading, excess time including attendance at meetings or functions outside usual hours of duty.

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5 NADS (Non Attendance Days)

	Base	One Person	Two Person	Three Person	Four Person	Five Person
Band A1	\$37,712		\$51,980	\$47,176	\$44,845	\$43,392
Band A2	\$39,605		\$54,311	\$49,362	\$46,885	\$45,428
Band A3	\$41,644		\$56,641	\$51,690	\$49,216	\$47,613
Band A4	\$43,726		\$58,024	\$54,275	\$51,678	\$49,994
Band B1	\$45,865	\$76,152	\$59,406	\$56,496	\$53,731	\$52,128
Band B2	\$48,196	\$79,939	\$62,904	\$59,699	\$56,641	\$54,750
Band B3	\$50,528	\$83,726	\$66,398	\$62,904	\$59,555	\$57,371
Band B4	\$53,055	\$87,912	\$69,718	\$66,049	\$62,533	\$60,240
Band C1	\$55,622	\$91,983	\$72,950	\$67,563	\$64,940	\$63,049
Band C2	\$58,388	\$96,242	\$76,444	\$70,766	\$67,854	\$65,669
Band C3	\$61,301	\$100,698	\$79,939	\$73,967	\$70,766	\$68,290
Band C4	\$64,366	\$105,360	\$83,935	\$77,666	\$74,305	\$71,706

13 NADS (Non Attendance Days)

	Base	One Person	Two Person	Three Person	Four Person	Five Person
Band A1	\$36,648		\$50,917	\$46,112	\$43,782	\$42,326
Band A2	\$38,542		\$53,247	\$48,296	\$45,821	\$44,366
Band A3	\$40,578		\$55,577	\$50,625	\$48,151	\$46,550
Band A4	\$42,607		\$56,846	\$53,156	\$50,558	\$48,878
Band B1	\$44,574	\$74,861	\$58,117	\$55,205	\$52,437	\$50,834
Band B2	\$46,906	\$78,649	\$61,612	\$58,409	\$55,351	\$53,457
Band B3	\$49,233	\$82,434	\$65,105	\$61,612	\$58,261	\$56,077
Band B4	\$51,694	\$86,556	\$68,360	\$64,693	\$61,174	\$58,881
Band C1	\$54,056	\$90,564	\$71,385	\$65,998	\$63,376	\$61,482
Band C2	\$56,823	\$95,092	\$74,878	\$69,201	\$66,289	\$64,104
Band C3	\$59,735	\$100,126	\$78,374	\$72,403	\$69,201	\$66,725
Band C4	\$62,721	\$104,762	\$82,292	\$76,022	\$72,661	\$70,061

- 4.6 Dam Operations employees may elect in February each year to work and be paid either the 5 NADS or 13 NADS option for the April to March year. The salary for which will be adjusted in the first pay period of April each year.
- 4.7 If a share of the duty roster at a storage is changed by the Employer as a result of restructuring or from the need to increase the number of employees at a storage the existing employees at the storage will not have their salary reduced. Instead their salary will be maintained in accordance with sub clause 6.2 of the generic section of this Enterprise Agreement.
- 4.8 A Dams Operations employee who obtains promotion or moves storage work location and by doing so their share of the duty roster reduces, that employee will not lose pay, but will have his or her salary maintained until such time as the salary of the position to which he or she obtains reaches the maintained salary.

5. Extraordinary Events.

However, in the event of an extraordinary event, additional compensation may be made in accordance with this Agreement.

5.1 Extraordinary Events

The rates described in Attachment 3 shall be deemed to include an allowance for out of hours work associated with the following:

Storage	Event
Dartmouth Dam	All events except project work as defined and Dartmouth Dam Allowance.
Lake Eildon	All events except project work.
Cairn Curran	All events except power station duties and project work.
Torrumbarry Weir	All events except project work.
Goulburn Weir	All events except for flood operations beyond 30 days per year and project work.
Waranga Basin	All events except project work.
Stuart Murray and Cattanach Canals	All events except project work.
Tullaroop/Laanecoorie	All events except project work.
Yarrowonga Weir	All events except power station duties and project work.
Lake Eppalock	All events except those associated with project work.
Lake Nillacootie and Mokoan	All events except project work.
Lake Buffalo	All events except project work.
Lake William Hovell	All events except project work.
Mildura Weir	All events except project work.

5.2 The above may be varied in accordance with the following definitions and procedures.

a) "Project Work" shall include the following:

Projects/activities identified from the approved capital and recurrent programs at the beginning of each financial year. Such projects shall be agreed by the Dam Operations Consultative Committee prior to the commencement of each financial year. The Dam Operations Consultative Committee may consider projects at all storages. However, if "project work", that is not in the annual plan, is required, then such project work, and associated work arrangements, as agreed between local management and employees, will be implemented. The Manager will then authorise payment for project work.

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Projects shall relate only to those activities where there is expected to be long and protracted hours of work, eg. Dam Improvement Projects, Dartmouth tunnel painting. Some recoverable works to the account of power station owners may be defined as Project Work.

Where hours are not long or not protracted, personnel/teams will be expected to take this into consideration when establishing rosters and works programs.

b) Allowance for Programmed Weekend Works Required for Power Stations

Where staff are required to undertake planned work on assets associated with the operation of a power station at a weekend or public holiday, rather than during the week, because of the requirements of the power station owner, then a lump sum daily allowance of \$625 will be paid. Payment of this allowance will apply to all staff (same rate for all stations) involved in these planned works, including the Duty Officer where it can be shown that this officer's involvement is necessary for the physical works, provision of accessory equipment isolations, testing, commissioning or the like. This allowance is in addition to other payments for duty staff and staff paid under the provisions of Project Work in accordance with 5.2 (a) above. The allowance will be adjusted at the same rate and at the same time as the salary increases as outlined in clause 14.2 of the generic section of this Enterprise Agreement. A minimum remuneration period of four hours shall apply. Remuneration cannot be taken as time in lieu. The programmed work and staff to be involved have to be agreed in advance between the Unit Manager, affected staff and the power station owner. To be eligible for the allowance, staff must be available for at least four hours work on each day that works are required. The weekend is defined as between 5.00 pm on Friday and 7.00 am on Monday.

c) "Other Extraordinary Events"

Events which involve a minimum of one hour of work, which cannot have been reasonably foreseen, and for which changes to rosters or works programs cannot be readily accomplished.

Such events shall be as agreed by the relevant Dams Unit Manager and endorsed by the Dams Operations Local Consultative Committee at the nearest planned meeting, either before, or after the event has occurred.

Responsibility for identifying events which may be deemed to involve long and protracted hours of work shall rest with the Employee/s concerned.

d) "Dartmouth Dam Allowance" shall be:

An annual allowance as defined under clause 6.3 below paid to an Employee whose normal place of work is Dartmouth Dam.

The allowance paid shall be in addition to the annualised salary or salary of each eligible Employee and is made in recognition of the lack of ready access to normal community facilities (including medical, banking, legal and shopping), where ready access is defined as within one hour normal travel time of the normal place of work.

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6. Rates

- 6.1 Dam Operations Employees on base-level agreement salaries that are required to work additional hours will receive payment of such additional hours worked at the rate of single time (1.0 times ordinary rate of pay). Ordinary rate of pay being the base rate specified in the Attachment applicable to the Employee.
- 6.2 Dam Operations Employees who are required to work additional hours as determined by an Extraordinary Event or Project Work, under clauses 5.1 and 5.2 above, will receive payment of such additional hours worked at the rate of single time (1.0 times applicable rate of pay). The applicable rate of pay being the rate specified in the Attachment applicable to the Employee at the level that the Employee is currently being paid. Agreement between the Employee, unit manager and the project manager will be required on the threshold level of hours for rostered Employees, to enable definition of work that is outside roster, for which additional payments will be made.
- 6.3 Employees eligible for the Dartmouth Dam Allowance shall be paid at a rate equivalent to 1% of the dollar amount of B3 (standard 38 hour week) as established in Salary Rates Clause 4 table - 5 NADS.

7. Private Use of Motor Vehicle

- 7.1 Employees shall have the option of limited private use of motor vehicles provided that the conditions of agreement between the Corporation and the Employee are met.
- 7.2 The method for determining the cost of private use of vehicles shall be that established in 2004 and shall discount the private vehicle use of employees at Dartmouth Dam.

8. Housing

An Employee who chooses to occupy a Goulburn-Murray Water residence, where one is available, shall pay 6.5% of salary calculated on the base rate as defined in the salary rates relevant to the Employee's band level.

At designated storages (Dartmouth, Yarrawonga, Torrumbarry, Buffalo, Eildon, Goulburn and Cairn Curran) the officer on duty must reside within a 5 km radius of the control room and be able to return to duty to that point within 10 minutes under all conditions.

9. Phone Rental

Staff shall not be entitled to reimbursement of their private phone rental unless their phone is required as the primary means of out of hours contact, eg. Where there is no mobile phone coverage.

Attachment 4 - Construction and Maintenance Employees – Non-Annualised and Annualised Salary

Band A, B, C and D Construction and Maintenance

1. Introduction

- 1.1 The Corporation may remunerate Water Services Employees as detailed above in accordance with the terms and conditions specified in this Attachment.
- 1.2 These terms and conditions shall prevail, to the extent of any inconsistency over the remainder of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007.

2. Hours of Work

The ordinary hours of work shall be 304 hours per 56 days between 6.30 am and 7.00 pm and shall be worked flexibly. Provided that the ordinary hours shall be at least six and not more than 12 each day to be worked continuously and that at least 18 days off shall be rostered each cycle. Provided that the ordinary days rostered on shall not exceed eight consecutive days.

3. Salary Rates

The salary (which includes leave loading) payable to the Employee who is ready, willing and able to work in the classification covered by this Attachment, is drawn from the following salary schedule which will increase in accordance with clause 14.2 of the generic section of this Enterprise Agreement. Band A, Level 5 is for the supervision of construction and maintenance activities using Goulburn-Murray Water and contractor labour and is subject to Band Progression criteria as with other levels.

	Level 1	Level 2	Level 3	Level 4	Level 5
Band A	\$36,031	\$37,833	\$39,725	\$41,711	\$43,699
Band B	\$43,699	\$45,883	\$48,178	\$50,588	
Band C	\$52,993	\$55,644	\$58,427	\$61,348	
Band D	\$64,270	\$67,483	\$70,857	\$74,400	

All overtime worked will be paid at the rates as specified in clause 17.3 of the generic part of this Agreement.

4. Nine-Day Fortnight

Employees engaged in construction and maintenance activities may by local agreement, develop and maintain a system that ensures the full hours of work are worked flexibly to enable a nine-day fortnight to be worked. This may be for a total year or part of a year. Provided that Employees agree to work flexibly to enable a roster for accrued days off and to ensure sufficient staff are on duty all days of the week (Monday to Friday).

It is recognised by the Parties that a nine-day fortnight may not be possible at all locations or in all work units. Furthermore, it is agreed to review the functioning of such arrangements through the Central Consultative Committee annually. The review will determine the continuation or cessation of the nine-day fortnight option.

5. Travel to work site arrangements

This clause applies to this Attachment as a substitute to Clause 22 Disadvantage Travel of the main body of the Agreement.

If the Employee (or group of employees) is required to work at a variety of project locations the Employer may enter into arrangements for adjusted work times and the provision of transport for travel to such work sites rather than implement sub clause 22, provided that such arrangements are acceptable to the Employee(s) involved.

6. Construction Project Work and Living Away From Home

The parties recognize the need for work activities to occur at a variety of work sites which will involve a range of construction activities. To facilitate such activities the following arrangements may be put in place depending on the type construction activity.

- a) An employee put in charge of a work team for a defined project which will require living away from home, may be temporarily reclassified (paid a higher salary) to a higher band or a higher band level for the duration of the project and will return to his or her substantive classification and salary at the completion of the project.
- b) An employee placed in a work team for a defined project which will require living away from home may be temporarily reclassified (paid a higher salary) to a higher band or a higher band level for the duration of the project and will return to his or her substantive classification and salary at the completion of the project.
- c) An employee put in charge of more than one supervisor, and who may not be required to live away from home, may be temporarily reclassified (paid a higher salary) to a higher band or a higher band level for the duration of the project and will return to his or her substantive classification and salary at the completion of the project.

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- d) Before the commencement of any project, for which employees will be required to live away from home for more than one week, and as substitute for Clause 40 of the generic section of this Enterprise Agreement, agreement will be reached between the manager and the employees involved about the payment of, or reimbursement of costs associated with accommodation, meals and other associated project living costs. Such payments will be determined after consideration of:
- i availability and type of accommodation
 - ii availability, type and distance to suitable dining premises
 - iii distance from home and length of time of the project

7. Superannuation

The Corporation will investigate and if possible implement procedures for the employees to have overtime earned and paid to be included as part of earnings for superannuation purposes.

8. Individual Annualised Salaried Positions

- 8.1 In addition to all the above positions, the Employer will maintain the salaries and conditions of the following individual positions while the current incumbent occupies such and/or while such positions are required by the Employer.
- 8.2 The salary (which includes leave loading) payable to the Employee who is ready, willing and able to work in the position as listed below as covered by this Attachment, shall increase in accordance with clause 14.2 of the generic section of this Enterprise Agreement.

	Tungamah Pipeline Operator- Shepparton	Workshop Supervisor Murray Valley	Works Supervisor Construction Unit
Band A3	\$49,010	\$39,725	\$48,178
Band A4	\$51,278	\$41,711	\$50,588

	Construction Supervisor Field Services	Workshop Supervisor	Construction and Maintenance Assets Kerang
Band C1	\$66,215	\$59,832	\$61,800
Band C2	\$69,528	\$62,824	\$64,915
Band C3	\$72,998	\$65,965	\$67,729
Band C4	\$76,649	\$69,262	\$71,116

- 8.3 Provided that Employees in receipt of the salaries defined for the Tungamah Pipeline Operator – Shepparton, Workshop Supervisor – Murray Valley and Works Supervisor – Construction Unit, shall be entitled to 13 rostered days off which shall be scheduled in each calendar year.

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- 8.4 The annualised salary rates as specified above include all entitlements to excess time loading, out of hour's General Standby, weekend or public holiday loading, and excess time including attendance at meetings or functions outside usual hours of duty.
- 8.5 Provided that Employees in receipt of the salaries defined Workshop Supervisor – Murray Valley and Works Supervisor – Construction Unit shall be entitled to payments for overtime worked.
- 8.6 In the event of an extraordinary event, additional compensation may be made to those employees who are not entitled to payments for overtime worked.
- 8.7 The Employees of the individual positions listed in sub clause 8.2 above shall have the option of limited private use of a motor vehicle provided that the conditions of Agreement between the Corporation and the Employee are met.

Attachment 5 – Water Services Call Centre 24/7 Employees. Annualised Salary

Band B 24/7 Operations Support Officers

1. Introduction

- 1.1 The Corporation may remunerate Water Services Employees as listed above in accordance with the terms and conditions specified in this Attachment.
- 1.2 These terms and conditions shall prevail, to the extent of any inconsistency over the remainder of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007.

2. Hours of Work

- a) The Employees in receipt of the Annualised salaries defined below will be employed on an on-going basis for 10 months per year.
- b) The Employees will be required to work the nine month irrigation season (15 August to 15 May) each year.
- c) The Employees will work a four days on, four days off roster, with two 12 hour shifts (6.30am to 7.00pm and 6.30pm to 7.00am) to operate each day. The Employees will be expected to alternate between day shift and night shift on a regular basis.
- d) In addition to an unpaid 30 minute meal break, employees will be entitled to be paid a 30 minute meal break after 10 hours worked.
- e) Additional work may, at times, be available outside the irrigation season.

3. Leave

- a) No leave, other than Personal Leave, can be taken during the irrigation season
- b) Employees will, where possible, be expected to co-operate in covering short term absences of other team members during the normal roster period.
- c) Employees will be entitled to sixteen days Annual Leave (19 days x 10/12) which are to be taken after 15 May;
- d) Employee's entitlement to days in lieu of Public Holidays (on average 5 days per year) is to be taken after 15 May;
- e) Long Service Leave will accrue on a pro-rata basis based on the amount of time worked per year.

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4. Review of Work Arrangements

The work arrangements outlined above may be reviewed at the end of each irrigation season. Any modifications will be introduced only after agreement with those employees affected by the change.

5. Twelve Month Option

Depending on the Corporation's needs it may make available, under this Attachment, one or more 12 month 24/7 Operations Support Officer's positions, with appropriate additional remuneration as per the salary rates set out below.

6 Outside Employment

Permission to engage in outside employment will be required, even outside the irrigation season, in accordance with Clause 14.5 of the generic section of this Enterprise Agreement.

7. Salary Rates

- a) The salary (which includes leave loading) payable to Employees who are ready willing and able to work in the classification covered by the Attachment, is drawn from the following salary schedule and shall increase in accordance with clause 14.2 of the generic section of this Enterprise Agreement.
- b) The Annualised salary rates in this Attachment include all entitlements to excess time loading, Public Holiday, weekend and shift penalties and paid meal breaks which are incurred as part of the normal irrigation season roster.
- c) The salaries also include compensation (in-lieu one week's Annual Leave) for working more than ten Sundays during the year, as well as an allowance to compensate for the restriction on taking leave during the irrigation season.
- d) Employees may elect to have payment of their salary spread over either ten months or the entire year.
- e) Any additional work performed outside the irrigation season or to cover short term absences during the irrigation season will be paid on an as worked basis.

Salary Table

Band B	Operations Support 24/7
Level 1	\$59,488
Level 2	\$62,462
Level 3	\$65,585
Level 4	\$68,864

Attachment 6 - Business, Professional and Technical Services Employees – Non-Annualised Salary

1. Introduction

- 1.1 The Corporation may remunerate Business, Professional and Technical Employees in accordance with the terms and conditions specified in this Attachment.
- 1.2 These terms and conditions shall prevail, to the extent of any inconsistency, over the remainder of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007.

2. Hours of Work

- 2.1 The ordinary hours of work shall be eight hours rostered flexibly between 7.30 am and 7.00 pm. Provided that the ordinary hours shall be at least six and not more than 12 each day to be worked continuously. The roster of ordinary hours shall be agreed between the Corporation and the majority of Employees in the work unit concerned. Provided that the ordinary days rostered shall not exceed eight consecutive days.
- 2.2 The Employee will be entitled to one accrued day off (ADO) for every 19 days worked. The taking of this day will be rostered within the work unit. An Employee shall not be entitled to accrue more than two ADOs at any one time, unless otherwise agreed.
- 2.3 Hours of work arrangements, including the roster of ordinary hours, commencing times, meal break times, the number of hours to be worked each day, the roster of days, shall be established and varied by local agreement. Provided that the Parties shall not withhold their agreement unreasonably.

3. Immediate Standby

- 3.1 Employees on Immediate Standby will be immediately contactable and ensure that they can respond to any event in the most appropriate manner within 10 minutes.
- 3.2 Employees may elect to become part of the Immediate Standby roster.
- 3.3 Employees who agreed to undertake Immediate Standby will be paid at 150% of the rates listed in clause 18.4 of the generic part of this Agreement.
- 3.4 Employees who are required to return to work to initiate action in response to a call whilst on Immediate Standby will be paid in accordance with clause 18.5 of the generic part of this Agreement.
- 3.5 In addition to the payment of clause 3.3 above, a day in lieu or equivalent actual Employee salary, will be granted to compensate for undertaking Immediate Standby on a public holiday when not rostered on duty.

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4. Salary Rates

The salary (which includes leave loading) payable to the Employee who is ready, willing and able to work in the classification covered by this Attachment is drawn from the following salary schedules which will increase in accordance with clause 14.2 of the generic section of this Enterprise Agreement.

Business and Technical Services

	Level 1	Level 2	Level 3	Level 4
Band A	\$36,031	\$37,833	\$39,725	\$41,711
Band B	\$43,699	\$45,883	\$48,178	\$50,588
Band C	\$52,993	\$55,644	\$58,427	\$61,348
Band D	\$64,270	\$67,483	\$70,857	\$74,400
Band E	\$76,000	\$78,500	\$82,375	
Band F	\$89,140	\$92,807	\$97,297	

Professional Services

	Level 1	Level 2	Level 3	Level 4	Level 5
Band B	\$45,672	\$47,894	\$50,363	\$52,877	\$55,521
Band C	\$59,408	\$62,378	\$65,496	\$67,462	
Band D	\$70,834	\$73,680	\$75,890	\$78,167	
Band E	\$82,075	\$84,850	\$87,450		
Band F	\$89,140	\$92,807	\$97,297		

Attachment 7 - Business, Professional and Technical Services Employees – Annualised Salary

Band C	Water Systems Support Unit
Band C	Electrical Services Officers
Band C	Asset Services Officer – Torrumbarry
Band C	Facilities Officer – Tatura
Band C	Dam Safety and Surveillance Officer
Band C	OHS Officers

1. Introduction

- 1.1 The Corporation may, subject to sub clause 1.3, remunerate Business, Professional and Technical Employees as listed above, in accordance with the terms and conditions specified in this Attachment.
- 1.2 These terms and conditions shall prevail, to the extent of any inconsistency, over the remainder of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007
- 1.3 Provided that the Business, Professional and Technical Services Employees mentioned above may elect to return to the terms and conditions of Attachment 6 (non-annualised salary) of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007, such election to be provided in writing to the Corporation by 10 May each year for implementation on 1 July of that year.

2. Hours of Work

The ordinary hours of work shall be eight hours rostered flexibly between 7.30 am and 7.00 pm. However it is recognised that there is a requirement for regular out of hours work for which compensation has been made within the annualised salary. The roster of ordinary hours shall be agreed between the Corporation and the individual Employee, or in units of more than two employees, with the majority of Employees in the work unit concerned. Provided that the ordinary days rostered shall not exceed eight consecutive days.

Hours of work arrangements, including the roster of ordinary hours, commencing times, meal break times, the number of hours to be worked each day and the roster of days, shall be established and varied by local agreement. Provided that the Parties shall not withhold their agreement unreasonably.

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3. Immediate Standby

The following conditions will apply to Employees who have payment for General Standby included as part of their annualised salaries.

- 3.1 Employees with designated responsibilities which may necessitate immediate recall will be required to participate in Immediate Standby rosters.
- 3.2 Employees on Immediate Standby will be immediately contactable and ensure that they can respond to any event in the most appropriate manner within 10 minutes.
- 3.3 Employees, who work in an Immediate Standby roster or who work Immediate Standby in 'one off' events;
 - a) overnight until the commencement of work the next day shall be paid 0.5 hours at the Business Band C Level 3 rate of Attachment 6;
 - b) overnight and the next day shall be paid one hour at the Business Band C Level 3 rate of Attachment 6;

(This equates to a total of 2.5 hours for Monday to Friday nights and a total of two hours for Saturday, Saturday night, Sunday and Sunday night).
- 3.4 In addition to the payment of clause 3.3 above, a day in lieu or equivalent actual Employee salary, will be granted to compensate for undertaking Immediate Standby on a public holiday when not rostered on duty.
- 3.5 In recognition of roster arrangements, IPM support and emergency phone duties, those Employees in the System Support Centre who work in an Immediate Standby roster will be paid on an 'as-worked basis' at 150% of the rates listed in clause 18.4 of the generic part of this Agreement (that is 13.5 hours per 9 events in a 7 day roster) In addition a day in lieu or equivalent actual Employee salary, will be granted to compensate for undertaking Immediate Standby on a public holiday when not rostered on duty.
- 3.6 If an Employee is part of the Immediate Standby roster and is required to undertake more Immediate Standby events than the agreed roster, an additional payment will be made for all events in excess of the agreed roster at 150% of the rates listed in clause 18.4 of the generic part of this Agreement.

4. Salary Rates

- 4.1 The salary (which includes leave loading) payable to the Employee who is ready, willing and able to work in the classification covered by this Attachment, is drawn from the following salary schedules which will increase in accordance with clause 14.2 of the generic section of this Enterprise Agreement.
- 4.2 Provided that Employees in receipt of the salaries defined as Dam Safety and Surveillance Officer shall be entitled to six accrued days off, which shall be scheduled in each calendar year.
- 4.3 The annualised salary rates as specified above include all entitlements to excess time loading, out of hour's General Standby, weekend or public holiday loading, excess time including attendance at meetings or functions outside usual hours of duty.

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- 4.4 Provided that Employees in receipt of the salaries defined for Facilities Officer – Tatura, shall be entitled to payments for overtime worked.

In the event of an Extraordinary Event, additional compensation will be paid to those employees who are not entitled to payment for overtime worked.

	Asset Services Torrum	Electrical Supervisors	Wat Sys Control Centre	OHS Officer	Dam Safety Officer	Facilities Officer Tat
Band C1		\$69,103	\$64,753	\$56,103		\$55,511
Band C2		\$72,422	\$67,659	\$58,908		\$58,154
Band C3	\$64,362	\$75,922	\$70,564	\$61,856	\$64,707	\$60,931
Band C4	\$67,579	\$79,718	\$74,093	\$64,948	\$67,942	\$63,977

5. Private Use of Motor Vehicle

The Employees listed above shall have the option of limited private use of a motor vehicle provided that the conditions of Agreement between the Corporation and Employee are met.

Addendum 1 - Gravity Irrigation Work Arrangements

Expectations for Area Based Water Distribution Employees in receipt of Annualised Salaries.

1. Objective

The objective of this addendum is to provide a summary of expectations in relation to working arrangements for Area Based Water Distribution Employees employed under annualised salary conditions.

The District Services Management Team strongly believes that the annualised salary is built on good faith and trust between management and staff.

For the purposes of this addendum, Water Distribution Employees include both Band A Field Operators and Band B Team Leader/Planners.

2. Duties

Field Operators generally undertake routine water distribution tasks within a discrete area of operation (section). These areas can be flexible depending on demand, and are generally managed by the Team, in conjunction with Area Co-ordinators. Duties include the delivery of water and water related services to achieve the agreed standards and customer demands and include liaison with customers, meter reading, operation of regulators and other structures, and participating in the capital works and maintenance programs whilst working in a team environment.

Team Leaders/Planners generally undertake routine duties for a discrete planning cell, which is a number of operating sections each manned by a Field Operator. Again, the number of operating sections under control is flexible depending on demand, and is generally managed by the Team in conjunction with Area Co-ordinators. Duties include planning the delivery of water and water related services to achieve the agreed standards and customer demands and include liaison with customers and field staff, ensuring the plan is delivered to the standard required, and participating in the capital works and maintenance programs whilst working in a team environment.

Expectation

An Employee is expected to undertake all duties associated with the delivery of water and water related services within their area of operation provided this does not impact of the safety of the Employee.

3. Annualised Salaries

According to the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007, annualised salary is defined as *“a salary that is adjusted to be greater than the base salary to include ‘allowances’ for such things as overtime, general standby and recall”*.

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Expectation

Payment for all penalties, overtime, general standby and recall to duty undertaken by a Field Operator or Team Leader/Planner during the period 15 August to 15 May has been built into the salary for Employees on an annualised agreement (apart from Immediate Standby and Extraordinary Events as defined in the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007 and Attachment 2).

4. Spread of Hours/Flexibility

There is flexibility built into the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007 to allow the management of workloads specifically to cater for Employees with a 'spread-of-hours' requirement.

Expectation

For the purpose of this addendum 'spread of hours' refers to the need to undertake duties over an extended period throughout the day when the work is required to be completed. This allows Employees to take breaks throughout the day to cater for work requirements later in the day, thus ensuring Employees are available when the work is required to be undertaken.

5. Hours of Work

There are no set hours of work, as the work required will dictate the hours of work. Hours of work are determined by the Team to ensure that water and water related services are provided at the optimal time as to regard to safety, efficiency, and customer service and asset integrity. In addition, the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007 states that *"all Employees on annualised salaries have provision for overtime built into their salaries" and that "all Employees covered by this Agreement must reasonably be available to work both rostered and unplanned overtime in accordance with the requirements of the work unit"*.

In essence, it is expected that 304 hours of ordinary time would be worked each 56 day roster period, plus any overtime necessary for the work required. The 304 hours of ordinary time is based on a 7.6 hour day for all 40 days worked during the roster period, however, a standard 7.6 hours is not the expectation due to the flexibility built into annualised conditions. In addition, Employees are expected to work any overtime required to ensure all duties are completed. In reality, teams are expected to manage workloads within their team environment to ensure equity and fairness amongst all team members, and to ensure that water and water related services are provided to the required standard.

Expectation

It is expected that Water Distribution Employees who undertake water distribution duties would work ordinary hours between the times of 6.30 am and 7.00 pm and these hours shall be worked flexibly. In addition, and depending on arrangements made within the Team in conjunction with Area Co-ordinators, the Employee, when on General Standby, would be expected to undertake all after-hours work requirements as may be necessary.

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Weekdays

It is expected that eight hours of ordinary time will generally be worked each weekday at times that the work requires, however, there is flexibility to work less than eight hours on a weekday to offset high workload levels on other days.

Weekends/Public holidays

It is expected that staff will undertake work as required on weekends and public holidays. The expectation is that Employees would generally commence duties between 6.30. am and 7.30 am and would work with appropriate breaks until all duties are completed. In addition, and depending on arrangements made within the Team in conjunction with Area Co-ordinators, the Employee would be expected to be available and undertake any work as required during the remainder of the day in his/her area of operation, until such time as the person on standby takes over responsibility.

6. Whereabouts

It is a requirement that all Employees will inform the relevant person of their whereabouts and contact arrangements when ceasing duties or leaving the workplace during normal hours of operations. If rostered on for standby, the Employee will also inform the relevant person of his/her whereabouts and/or contact details to ensure immediate contact can be made if required.

Procedures for notification by Employees of cessation of duties at the completion of planned duties can be developed as part of the implementation of the 'Working Alone' Occupational Health and Safety (OH&S) procedures, with endorsement obtained through the OH&S committees.

7. Rosters

Generally rosters are managed within the team environment in conjunction with the Area Co-ordinators based on the conditions of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007.

8. Standby

Standby is defined as *"the responsibility for being able to be immediately contactable and/or for checking information machines and for deciding whether or not there is a requirement to return to work or recall another Employee(s) to work out of hours"*.

Water Distribution Employees on annualised salaries are paid to be on General Standby and be available to be recalled to work within 60 minutes according to local standby rosters. However, rosters are generally developed to suit team arrangements that may increase/decrease the number of days Employees are on standby.

In relation to SCADA alarms, individual Teams in conjunction with Area Co-ordinators will determine which alarms should be monitored after-hours.

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Expectation

It is expected that Teams in conjunction with Area Co-ordinators will manage standby arrangements. The expectation is that Water Distribution Employees are on standby 50% of the time they are rostered on, which is generally, but not necessarily, the first three days of the roster period. Employees should not be on standby on the last night of their roster period unless this is an agreed arrangement between team members.

Team Leaders/Planners are expected to check messages on a regular basis as detailed in individual Customer Service Agreements when rostered on for planning duties. This responsibility may be delegated to others within the Team.

Changes to Customer Services Agreements, particularly those that may impact on working conditions, should be developed in conjunction with the Teams within individual units and be consistent with the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007.

All Water Distribution Employees on General Standby are expected to be immediately contactable and available for recall to duty within 60 minutes at all times. The intent has always been that this contact will be by phone.

Work arrangements for Immediate Standby will be developed in accordance with the Immediate Standby Clauses of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2007 and Attachment 2.

9. Recall to Duty

Recall is defined as *"a call to return to work after completion of normal duties"*. An Employee does not have to be on standby to be recalled to duty but in general, Employees rostered on standby will be recalled to duty in the first instance, and Employees not rostered on standby only recalled if necessary. There is no requirement for employees who are not rostered on for standby to be contactable and/or available to return to duties.

Recall may be necessary for a variety of reasons including a rain event or other water distribution or maintenance related issues.

Recall to duty does not relate to planned duties. Planned duties are defined as duties stipulated in the daily operational plan or changes advised by customers to the planner during normal operating hours. In addition, planned duties may involve monitoring of the system to ensure planned outcomes are achieved.

Expectation

It is the expectation that all Employees rostered on general standby should be immediately contactable and will return to the work location within 60 minutes if recalled to duty. However, Employees not rostered on standby may also be recalled to duty if their services are required, but they will have the right of refusal if unavailable to respond.

10. Work as Required

Under annualised conditions, it is an expectation that all work that is required on weekends and public holidays will be undertaken. This generally refers to all duties as detailed on planning sheets and associated changes that are advised by customers during normal operating hours, or response to operational or maintenance requirements that occur during system monitoring or as advised by customers or other Employees. However tasks such as non urgent meter readings or non urgent maintenance could be deferred until weekdays. The term 'essential duties' is no longer recognised, and ceased being a working arrangement when annualised salaries were introduced.

11. Winter Works Expectations

As the 'allowances' built into annualised salaries are based on the irrigation season, the conditions that apply during the winter maintenance period will generally be consistent with those worked by Attachment 1 Employees during this period, with the exception that no ADOs will apply as these have been previously paid out.

This implies:

An eight hour day applies, with start and finish times and breaks consistent with Attachment 1 Employees.

Normal place of work during the winter period is the nearest depot to the Employee's residence and Employees should commence and finish work from the depot at the agreed time, unless otherwise agreed at a local level.

However, Employees may be required to travel in an Corporation vehicle directly to a worksite if the worksite is closer than the depot, and for which the commencement time and finish time is at the worksite.

It is also expected that a minimum number of vehicles will be utilised to transport Employees to worksites during the winter period, provided that private vehicle access is not restricted after-hours.

Attachment 2 Employees will continue to have commuting use during the winter period.

12 Leave

Expectation

The ability to take leave (both recreation and long service) is determined by the Team, based on resources available within the unit in consultation with the Area Co-ordinator. The general expectation is that there is a minimal opportunity to take leave during the roster period.

It is expected that days-in-lieu of public holidays or rostered days accrued during the roster period, will be taken before annual leave and by 15 August each year.

Addendum 2 Appointment to Annualised Salaries and return to Non-annualised salaries.

1 Purpose

This addendum should be read in conjunction with Attachments One and Two to which it is applicable. The purpose of this addendum is to outline the possible career progression path in Irrigation Operations Units for new employees, or those who are new to water distribution duties, to progress to an annualised salary and to set out the steps management may follow to return an employee to a non annualised salary

2 Principles of annualised salaries progression

The following principles will underpin this process:

- The concept of annualised salaries is supported by the Corporation
- There is no intention of the Corporation to reduce salaries of existing employees
- Annualised salaries should not be seen as an automatic right but something that is gained through good performance.

3 Progression path for an employee toward an annualised salary

A new Water Services Employee may commence as a trainee or by direct appointment to Band A under Attachment One. An employee will start at A1 level (or at a higher level if suitably qualified) and will be given the choice of pursuing a career in either water distribution or construction & maintenance. Those who choose water distribution will train and work in both construction and maintenance and water distribution roles as opportunities arise.

The new water distribution employee would complete training modules and work towards gaining Certificate III in Water Operations. During this period the Water Services Employee would be acquiring skills and experience and demonstrating the trust, ability to learn and initiative required for providing customer service and other key performance tasks to become a valuable employee.

Over the first two years or until he or she progressed to Band A3 level, the Water Services employee would typically spend considerable time relieving in or occupying water distribution positions as staffing levels demanded. During this time, he or she may apply for, and obtain promotion or transfer to an Attachment Two position. On progressing to A3 level (or prior to in exceptional circumstances) the employee would be eligible to move from non-annualised conditions to a 6-6 Annualised Salary as long as the appropriate criteria had been met and a vacancy exists.

If the Operations Unit had more than one person trained and ready to progress to the vacant 6/6 annualised salary position a selection process would apply within the Unit. This would involve calling for Expressions of Interest and, if necessary, conducting interviews.

The maximum number of Water Services Officers employed in an Operational Unit under 6-6 Annualised Salary conditions is limited, at any one time to a maximum of 10% of water services officers in the Operational Unit (Irrigation Area).

4 Path for management to return an employee to non annualised salary

- 4.1 If the Corporation is not satisfied with the work performance of an employee working in an Annualised Salaried position as defined by Attachments One (6/6 positions) and Two, or considers that such an employee is exhibiting unsatisfactory behaviour, it may after completing the process described in Clause 47 of the generic section of this Enterprise Agreement, return the employee to non-annualised Attachment One conditions.
- 4.2 If the Corporation suspects that an Employee working in an Annualised Salary position may be guilty of misconduct, it may after completing the process described in Clause 48 of the generic section of this Enterprise Agreement, return the employee to non-annualised, Attachment one conditions.
- 4.3 If an employee working in an Annualised Salary position is unable, after full participation in any suitable return to work programs to perform the duties of that position due to illness, injury or other health related reasons, he or she will be provided with a suitable non-annualised salaried position. On taking up the new position, the employee will have his or her salary maintained until such time as the non-annualised salary of the new position exceeds the maintained salary. Provided that the Corporation, if it can obtain the consent of the relevant Superannuation provider, will, in conjunction with the employee also maintaining contributions, maintain the equivalent "superable salary" of the Annualised salaried position originally held by the employee for a further five years after the salary translation date.

Goulburn-Murray Water Band Classifications

BUSINESS SERVICES BAND A

i Definition:

Under direction, and using established procedures, perform a range of different activities associated with an office environment.

ii Features:

The tasks call for a knowledge and basic understanding of office practices and procedures, and related work equipment. Initially the work is performed under close supervision, which is reduced as the occupant gains an understanding of the work involved. As such experience, competence and familiarity with Corporate procedures is gained, increasingly complex administrative tasks are undertaken, involving exercise of judgement with prescribed guidelines and procedures, increasing the responsibility for accuracy/quality/timeliness of work completed. There is some scope for decision making and independent control of activities within the work flow of the area. Occupants require communication skills and an ability to work as a team member.

iii Qualifications and Experience:

Entrance to this Band is via a competency assessment test and interview assessment. No formal educational pre-requisites exist for entry to this Band. Experience would generally be obtained from educational studies and on-the-job training although it is expected that such employees would be familiar with some office equipment and work practices.

CLASSIFICATION: BUSINESS SERVICES - BAND A - BENCHMARK
SCOPE OF WORK
Under direction and using established procedures, undertake routine business services tasks to meet standards in terms of accuracy, quality and timeliness of output
KEY TASK AREAS
<ul style="list-style-type: none">• Provide routine business services and related information to customers/clients• Prepare standard reports• Maintain manual and electronic record systems• Operate computer systems and other automated equipment• Undertake ongoing skills training to perform a range of business services tasks• Exchange information in a team environment
INCUMBENT ATTRIBUTES
<ul style="list-style-type: none">• Completion of Year 11 secondary education combined with appropriate experience in work related to the key task areas would normally be required• Some progress towards appropriate certificate or other vocational studies would be desirable• Ability to perform relevant business services tasks• Ability to make independent decisions and prioritise own tasks within a prescribed work flow• Ability to maintain records and prepare accurate standard reports• Ability to operate relevant automated equipment and computer systems• Effective communication skills in a team environment and with customers/clients• Knowledge of relevant work practices and procedures• Knowledge of the business, activities and customers of the Authority

BUSINESS SERVICES BAND B

i Definition:

Under limited direction, either supervise a small group of business services employees or work independently supporting another work group, or work as part of a team, performing a broad range of different duties within an office environment.

ii Features:

The tasks require knowledge and experience in office routines and an understanding of the types of tasks performed requiring familiarity with legislation, policies and practices encompassing a mix of financial, accounting, stores, personnel and general administration functions, and an ability to schedule work activities, and determine priorities. As this work often involves liaison and communication between areas both internal and external to the organisation good communication skills (including both oral and written) are required. In some areas employees in this Band may exercise low-level formal delegations. In larger sections, supervision of employees may be required including the co-ordination of a work group, assessing the adequacy of work standards and to provide training.

iii Qualifications and Experience:

Employees entering this Band would either:-

- (a) for positions identified as business graduates, possess a relevant qualification; or
- (b) for other positions, possess experience in one or more areas of administration; and
- (c) have preferably commenced studies in an appropriate business course.

CLASSIFICATION: BUSINESS SERVICES - BAND B - BENCHMARK

SCOPE OF WORK

Under general direction and within established guidelines, undertake interrelated business services activities within a specific area of focus **or** supervise the activities of a small group of administrative employees/contractors, to ensure service and quality standards are met

KEY TASK AREAS

- Provide interrelated business services and related information to customers/clients
- Supervise the activities of a small group of administrative employees/contractors
- Plan, schedule and prioritise work activities of self and/or a small work group
- Monitor work standards and practices within defined quality controls
- Provide on-the-job technique training and guidance
- Operate complex equipment and computer-based systems
- Prepare reports and other required documentation
- Contribute to the ongoing development and refinement of operating methodologies, guidelines and work practices
- Undertake ongoing skills training to perform a range of business services activities
- Communicate internally across the organisation and externally on administrative matters

INCUMBENT ATTRIBUTES

- Substantial progress in a relevant course of business studies, combined with relevant experience in a relevant area of work would normally be required
- Knowledge and experience in relevant business services practices and procedures
- Ability to supervise a small work group and provide on-the-job training

- Ability to schedule and prioritise work of self and/or others
- Ability to prepare accurate and informative written documentation
- Ability to communicate effectively with employees, contractors, managers and the public
- Ability to recommend and initiate work practice improvements
- Knowledge and understanding of the business, activities and customers of the Authority

The tasks to be performed in this Band are similar to those of a Band A office but are more complex and may involve supervision of employees. The employee would be expected to be familiar with the broad objectives of the work group.

BUSINESS SERVICES BAND C

i Definition:

Within broadly stated objectives, manage a small discrete administrative/business function or supervise the operations of an organisational element, or act in a project-related role to achievement of Corporate objectives.

ii Features:

Working to broad guidelines, an employee would be expected to set standards of performance, and to adapt procedures to improve efficiency and to resolve some of the more complex problems. The tasks call for a good knowledge of a number of different job aspects, that would provide a good understanding of legislation, policies and practices encompassing a mix of financial, accounting, stores, personnel and general administrative functions. Occupants in this Band may be required to determine the daily work of the section, set priorities, assess training needs and assess employee's performance and counsel employees accordingly. Occupants would be expected to undertake the more sensitive communication with other organisations and members of the public. In some work units, the employee may exercise a broad range of medium level delegations.

iii Qualifications and Experience:

Employees entering this Band would have substantial experience in a relevant area of work, and, preferably to have completed or undertaking studies in a relevant field of business management.

iv Key Differences from Band B:

There is greater latitude for this Band employee to determine work activities and methods and/or to manage employees. Employees in this Band are more accountable for their actions and performance against approved plans. He/she is required to determine employee's needs and provide formal on-the-job training.

CLASSIFICATION: BUSINESS SERVICES - BAND C - BENCHMARK

SCOPE OF WORK

Under limited direction, supervise and co-ordinate a functional area, project or organisational unit, **or** work independently on complex business services activities, **or** provide advice in a particular area of expertise, to achieve defined objectives

KEY TASK AREAS

- Supervise and co-ordinate a work group, including the deployment of employees and the monitoring of work to achieve defined objectives
- Resolve local employee issues and problems
- Identify local training needs and provide formal on-the-job training
- Determine and prioritise work activities for a business services function, project or work unit
- Plan and complete specialist business services activities or projects
- Assess and recommend changes and improvements to standard operational procedures and guidelines
- Formulate and monitor programs and budgets

- Provide advice or information in a particular area of expertise
- Liaise with external organisations and the public to resolve service delivery issues
- Keep abreast of developments in the relevant area of business services
- Undertake ongoing skills training to perform a range of business services activities

INCUMBENT ATTRIBUTES

- Completion of business management studies combined with substantial experience in a relevant area of work would normally be required
- Ability to supervise, monitor and guide employee performance to achieve defined objectives
- Ability to provide formal on-the-job training
- Ability to determine and adapt work priorities and procedures to meet changing requirements and circumstances
- A good knowledge and understanding of legislation, policies and practices relevant to the area of work
- High level oral and written communication skills
- Ability to communicate externally regarding sensitive matters of policy and procedure
- Comprehensive knowledge and understanding of the business, activities and customers of the Authority

BUSINESS SERVICES BAND D

i Definition:

Within broad objectives, manage the operations of an organisational element, or act in a project-related role to achieve a result consistent with the corporate goals of the organisation.

ii Features:

The work in this Band involves the management of a group of employees engaged in the business administration of the organisation, or working on a project/number of projects, generally supporting senior management. In all cases, such employee's performance will be assessed against identified objectives and targets, and he/she will be accountable for such actions and work undertaken. The occupant would be required to review practices and where applicable develop alternative programs. A person in this Band would be considered an expert in their field of work with many years of experience. He/she may be accountable for the preparation and monitoring of budgets, the deployment of employees, training and counselling of employees.

iii Qualifications and Experience:

Employees in this Band may have:-

- An appropriate tertiary qualification recognised by the appropriate institute, for positions exercising statutory functions; or
- An approved tertiary qualification (or studies towards the completion of) supplemented by substantial relevant experience, or
- Extensive relevant experience.

iv Key Differences from Band C:

Employees in this Band undertake a greater management role and require a greater knowledge and understanding of the Authority's corporate objectives. In most instances this position would be a first-line management one. There is a greater requirement to modify practice because of the diverse and complex nature of the functions managed.

CLASSIFICATION: BUSINESS SERVICES - BAND D - BENCHMARK**SCOPE OF WORK**

Within broadly specified objectives, manage a large group or project(s), characterised by diverse and complex functions and resources, **or** provide specialist expert advice to achieve defined objectives

KEY TASK AREAS

- Direct activities and priorities across a range of complex business services functions
- Develop and maintain a diverse work group, including the deployment, training and counselling of employees
- Undertake strategic project activities addressing complex business services issues and functions
- Assess and recommend solutions to a range of complex administrative and business problems
- Develop and adapt business practices and programs for broader application
- Formulate and monitor work group or project budgets
- Contribute to the development of group objectives and policies
- Provide expert advice or information for and on behalf of the Authority
- Keep abreast of developments in the relevant area of business services
- Undertake ongoing skills training to perform a range of business services activities

INCUMBENT ATTRIBUTES

- Completion of a tertiary qualification recognised by a relevant professional body, combined with extensive relevant experience would normally be required
- Extensive expertise and knowledge of functions managed
- Ability to resolve problems and adapt procedures to meet changing requirements and circumstances
- Ability to effectively manage diverse and complex functions and resources
- High level communication skills including presentation, consultation and negotiation skills
- Business and people management skills and experience
- A good appreciation of the strategic direction of the Authority

BUSINESS SERVICES BAND E

i Definition:

Within established corporate objectives, manage an operational unit providing a range of services and/or undertake the analysis of complex work problems that contribute to the development of the policy framework.

ii Features:

The work in this Band involves the management and direction of employees on a line or functional basis, usually requiring the co-ordination of several distinct programs or functional activities, or undertaking specific project/analysis work contributing to the development of policy. Normally there is a high component of client/user contact requiring the ability to influence and convince other people on sensitive or complex matters. In all cases, such employee's performance will be assessed against identified objectives and targets, and he/she will be accountable for such actions and work undertaken. It is expected that such manager would determine the immediate work priorities, work allocation, regularly review work practices and techniques and develop options. A person in this Band would be considered an expert and one of the most authoritative in their field of work. He/she may be accountable for preparation and monitoring of budgets, the performance of subordinate employees, including appraisal, training and counselling.

iii Qualifications and Experience.

Employees in this Band may have:-

- (a) An appropriate tertiary qualification recognised by the appropriate institute, for positions exercising statutory functions; or
- (b) An approved tertiary qualification (or studies towards the completion of) supplemented by substantial relevant experience; or
- (c) Extensive relevant experience at a senior level.

iv Key Differences from Band D:

Employees in this Band are usually responsible for the management of a number of different activities within a functional unit and require a greater knowledge and understanding of the Authority's corporate objectives. In most instances employees in this Band would initiate policy review; development; implementation. Positions operate with a larger degree of independence.

CLASSIFICATION: BUSINESS SERVICES - BAND E - BENCHMARK

SCOPE OF WORK

Manage an operating unit or program(s), characterised by distinct functions requiring co-ordination **or** provide authoritative advice, to achieve established corporate objectives

KEY TASK AREAS

- Direct and co-ordinate several distinct functional and program activities across a range of complex business services
- Determine priorities and work programs for the operating unit
- Monitor and review the performance of employees and contribute to their development
- Review and develop policy in the area of business services and ensure the effective implementation of policy in the operating unit
- Develop and adapt business practices and programs for broader application
- Prepare and monitor unit or program budgets
- Contribute to the development of corporate policies and objectives
- Provide authoritative advice or opinion for and on behalf of the Authority

- Monitor trends and developments in the area of business services and advise on their impact

INCUMBENT ATTRIBUTES

- Completion of a tertiary qualification recognised by a relevant professional body, combined with extensive experience at a senior level would normally be required
- Sound business management skills and experience
- Ability to effectively manage and co-ordinate several distinct programs and/or functions
- Ability to develop and adapt policy and business practices
- High level interpersonal skills including presentation, consultation and negotiation skills in sensitive or complex circumstances
- A sound appreciation of the strategic direction of the Authority

BUSINESS SERVICES BAND F

i Definition:

Within broad policy guidelines, manage a complex operating unit and/or undertake complex and significant policy development activities.

ii Features:

Positions usually would be accountable on a line, functional or advisory basis for a number of associated operations, policies or practices requiring major ongoing integration. The work demands the conception, identification and development of ideas and/or considering alternative courses of action, devising action plans and advancing new approaches. Managers would receive direction in terms of results to be achieved, with methods being suggested, but seldom specified. In all cases, performance will be measured against identified objectives and targets. A person in this Band would provide expert advice/opinion to senior management, and the stature of such advice is that only other specialists would be competent to provide an alternative or challenge such. Would possess well developed conceptual, analytical and inter-personal skills, with the ability to effectively represent the Authority's interests, and ensure such are preserved.

iii Qualifications and Experience:

Employees in this Band may have:-

- (a) An appropriate tertiary qualification recognised by the appropriate institute, for positions exercising statutory functions; or
- (b) An approved tertiary qualification (or studies towards the completion of) supplemented by substantial relevant experience; or
- (c) Post graduate training in management or a speciality area; or
- (d) Extensive relevant experience at a senior level in a speciality or functional area.

In addition to the above, it is expected that employees in this Band would have undertaken a range of identified management development programs.

iv Key Differences from Band E:

Employees in this Band undertake more complex work that has a greater impact on policy/program development and focus of the Authority and/or manages a more diverse business function, requiring the co-ordination of a number of significant work activities. Would be expected to make a positive contribution to Corporate performance and identification of new policies, programs and strategies. Employees would operate with a high degree of autonomy.

CLASSIFICATION: BUSINESS SERVICES - BAND F - BENCHMARK

SCOPE OF WORK

Manage a complex operating unit, characterised by distinct functions requiring major ongoing integration **or** provide strategic and authoritative advice to achieve established corporate objectives

KEY TASK AREAS

- Direct and co-ordinate significant and diverse corporate functions and business services activities
- Develop and implement operating plans and programs
- Monitor and review performance against identified objectives and targets and develop alternative approaches where necessary
- Develop policies and programs that impact on corporate performance
- Initiate new and modified business services strategies and practices
- Develop and monitor unit budgets
- Contribute to the development of corporate policies and objectives
- Provide authoritative advice or opinion for and on behalf of the Authority
- Represent the Authority at a strategic level
- Monitor trends and developments in a range of relevant areas and advise on their corporate impact

INCUMBENT ATTRIBUTES

- Completion of a tertiary qualification recognised by a relevant professional body, combined with extensive experience in a functional area at a senior level would normally be required
- Post-graduate studies in management or an appropriate functional area would normally be required
- Sound business management skills and experience
- Ability to effectively manage and integrate diverse functions and operations
- High level of analytical ability to resolve complex operational and strategic problems
- Ability to develop policy at a conceptual and corporate level
- High level interpersonal skills, including presentation, consultation and negotiation skills at a corporate level
- Ability to represent the Authority in a business services area

PROFESSIONAL SERVICES BAND B

i Definition:

Under general direction and typically focussed within a particular professional area of activity, performs a range of interrelated professional services and project activities requiring the application of standard professional principles, techniques and methods.

ii Features:

The nature and scope of work undertaken requires a good understanding of relevant professional principles, techniques and methods gained through tertiary studies and some work experience in their professional application. Receives instructions and professional direction on work to be undertaken and broadly, on the techniques and methods to be applied. Work is assessed on completion, for professional accuracy and quality, and professional advice and guidance is always available to assist progress. The position may be required to check the work of and assist technical employees or contractors. Work may involve the preparation of detailed reports on project activities. Ongoing communication with peers and managers regarding project related issues or to identify or recommend opportunities for the improvement of operating methods or procedures, is required in this Band.

iii Qualifications and Experience:

Employees in this Band have completed a Degree in an appropriate field **or** are eligible for membership of an approved professional body. Some relevant professional /industry experience is preferred in either case.

CLASSIFICATION: PROFESSIONAL SERVICES - BAND B - BENCHMARK

SCOPE OF WORK

Under general direction and according to standard professional principles, techniques and methods, undertake professional services and project activities to ensure professional service and quality standards are met

KEY TASK AREAS

- Undertake a range of interrelated professional services and project activities either independently or in a team, including research, development, testing, design, installation, maintenance or construction
- Allocate and monitor work of employees/contractors
- Assess services efficiency and quality and highlight opportunities for improvement
- Apply professional knowledge, judgement and precedent to problem solving
- Prepare reports in the area of professional services or related to project activities undertaken
- Recommend changes and improvements to operating methods and procedures in the context of project activities undertaken or work monitored
- Liaise with peers and managers regarding professional issues or project related plans and priorities
- Keep abreast of developments in the relevant area of professional services
- Undertake ongoing skills training to perform a range of professional services activities

INCUMBENT ATTRIBUTES

- Completion of a Degree in an appropriate discipline **or** eligibility for membership of the approved Institute is mandatory
- Relevant industry experience would normally be preferred
- Knowledge and experience in the application of professional principles, techniques and methods
- Initiative and judgement to identify difficulties with and recommend changes to standard methods and procedures according to changing requirements and

circumstances

- Ability to assign and monitor the work activities of others
- Ability to communicate effectively with professional peers, employees, contractors, managers and the public
- Ability to prepare comprehensive written documentation
- Knowledge and understanding of the business, activities and customers of the Authority

PROFESSIONAL SERVICES BAND C

i Definition:

Under limited direction and in terms of work objectives defined by management, either work independently on a diverse range of professional services and related project activities, or provide professional advice and information in a particular area of expertise.

ii Features:

The nature and scope of the work undertaken requires an enhanced knowledge and understanding of professional principles, techniques and methods and their application to the analysis of issues and problems and the recommendation of appropriate courses of action. A good understanding of related fields of work, cost and quality considerations would be expected. Incumbents would also be required to apply their professional expertise to the investigation and introduction of new and improved operating methods and procedures.

Tasks of a novel, complex or critical nature would normally require a greater degree of support from a more experienced employee.

The position may be used as a point of advice and reference in a particular professional area, which would involve liaison with peers, managers, other professional groups and other organisations and ongoing professional development in the area.

iii Qualifications and Experience:

Employees entering this Band have completed a Degree in an appropriate field **or** are eligible for membership of an approved professional body, normally combined with substantial relevant professional /industry experience.

iv Key Differences from Band B:

Direction is generally in the form of defined objectives rather than specific tasks or projects to be undertaken. Employees in this Band are capable of working on a diverse range of professional activities and able to respond to complex issues and problems. Professional liaison is at an advanced Band and would include external authorities and clients. Employees are more accountable for performance against plans and the provision of professional guidance and monitoring or supervising of the work of others is a more frequent requirement.

CLASSIFICATION: PROFESSIONAL SERVICES - BAND C - BENCHMARK**SCOPE OF WORK**

Under broad direction, work independently on a diverse range of project activities within a broad professional area **or** provide independent advice in a particular area of professional expertise to achieve defined objectives

KEY TASK AREAS

- Plan, schedule, cost and complete a diverse range of professional services' project activities
- Provide professional guidance and monitor work of employees
- Apply professional knowledge and judgement to the analysis of issues and problems
- Investigate new and updated methods and procedures for application in the broad professional area
- Prepare major reports and submissions in the broad professional area
- Provide professional advice or information in a particular area of expertise
- Liaise with external organisations and the public to resolve service delivery issues
- Keep abreast of developments in the relevant area of professional services
- Undertake ongoing skills training to perform a range of professional services activities

INCUMBENT ATTRIBUTES

- Completion of a Degree in an appropriate discipline **or** eligibility for membership of the approved Institute is mandatory
- Substantial relevant industry experience would normally be required
- Advanced knowledge and understanding of professional principles, techniques and methods
- A good knowledge and understanding of related fields of work and the nature of their impact
- Ability to provide professional guidance to employees
- Ability to analyse and develop appropriate solutions to complex professional services problems
- High level communication skills to provide authoritative professional advice within the organisation and externally
- Ability to communicate externally regarding sensitive professional and related matters
- Comprehensive knowledge and understanding of the business, activities and customers of the Authority

PROFESSIONAL SERVICES BAND D**i Definition:**

Management of a professional group **or** of significant projects or programmes, to achieve defined objectives and performance targets **or** provide authoritative advice in a professional area.

ii Features:

The nature and scope of work requires significant professional expertise and extensive experience in the professional area. Broad objectives are defined in this Band and performance is measured in terms of the achievement of those objectives. Professional and business management expertise is applied to the resolution of complex professional and business problems and to effective project/program management. The management task requires incumbents in this Band to negotiate resource allocation issues and to maximise the utilisation and development of professional employees. Incumbents would be required to apply innovative strategies to professional and resource management issues with programs managed, or in the area of expert advice provided. The incumbent would liaise internally and with outside organisations on matters of considerable complexity and importance. In this Band, incumbents would develop techniques and

processes that will affect the way work is performed beyond the immediate work environment. Advice provided in the area of expertise would be regarded as authoritative in that field.

iii Qualifications and Experience:

Employees in this Band have completed a Degree in an appropriate field **or** are eligible for membership of an approved professional body. Employees would preferably have completed or would be undertaking relevant post graduate studies and would have extensive experience in the area or at an appropriate professional level.

iv Key Differences from Band C:

Employees in this Band are expected to simultaneously manage a number of projects or components of programmes and make more significant professional input into their conduct. Considerable professional expertise is required to develop and adapt techniques and approaches, contribute to policy formulation, guide professional employees in their work, and represent the Authority. The incumbent would be expected to understand and monitor the impact of current professional and industry trends, possess business management skills and have a greater understanding and appreciation of the strategic direction of the Authority.

PROFESSIONAL SERVICES BAND E

i Definition:

Management of an operational unit or significant multi-disciplinary program(s) toward achievement of corporate objectives and performance targets, or provide authoritative professional advice on the Authority's behalf.

ii Features:

CLASSIFICATION: PROFESSIONAL SERVICES - BAND D - BENCHMARK

SCOPE OF WORK

Manage a group of professional employees/contractors **or** a significant project(s) or program(s) **or** provide specialist expert advice to achieve defined objectives

KEY TASK AREAS

- Plan, direct and co-ordinate the work of a group of employees/contractors
- Develop and maintain a diverse professional/technical work group including the selection, training and counselling of employees
- Monitor work and provide professional guidance to ensure professional standards and objectives are met
- Undertake strategic project/program activities addressing complex professional services issues and functions
- Apply advanced professional knowledge and judgement to the resolution of complex professional and business problems
- Develop and adapt relevant techniques and processes for application in the broad professional area
- Prepare regular reports on work group or defined project/program performance against objectives
- Formulate and monitor work group or project/program budgets
- Contribute to the development of group objectives and policies
- Provide specialist expert advice and information for and on behalf of the Authority
- Keep abreast of developments and industry initiatives in the relevant area of professional services
- Undertake ongoing skills training to perform a wide range of professional services activities

INCUMBENT ATTRIBUTES

- Completion of a Degree in an appropriate discipline **or** eligibility for membership of the approved Institute is mandatory
- Post-graduate studies in an appropriate field would normally be required
- Extensive professional experience would normally be required
- A good knowledge and understanding of relevant professional trends across industry
- Ability to simultaneously manage a number of projects/programs
- Ability to apply innovative strategies to professional and resource management issues
- High level communication skills including presentation, consultation and negotiation
- Business and people management skills and experience
- A good appreciation of the strategic direction of the Authority

The nature and scope of work requires the management of professional employees on a line or functional basis. Significant professional and management expertise is required to direct complex operations and activities, and to provide a high level of authoritative advice in a professional area. Incumbents would represent the Authority both nationally and internationally in their field of expertise. In this Band, performance is measured in terms of achievement towards corporate objectives and targets and incumbents would be involved in their development. The management task requires incumbents in this Band to determine and monitor progress against work plans and priorities. The incumbent would be called upon to provide professional guidance, advice and opinion across the Authority. Typically, there is a high component of client/user contact, requiring the ability to influence and convince others on sensitive or complex matters.

iii Qualifications and Experience:

Employees in this Band have completed a Degree in an appropriate field **or** are eligible for membership of an approved professional body. Employees would preferably have completed relevant post graduate studies and would have extensive professional experience or senior management experience.

iv Key Differences from Band D:

Employees in this Band are typically required to simultaneously manage a number of different functions, operations or programs, whose output contributes directly to the achievement of corporate objectives. Incumbents would initiate policy/strategy development and would be involved in the development of corporate policy. Significant professional expertise is required to support the provision of authoritative advice and opinion on behalf of the Authority. Incumbents would be well informed regarding relevant industry initiatives and developments, and able to advise the Authority on their impact and/or implementation.

CLASSIFICATION: PROFESSIONAL SERVICES - BAND E - BENCHMARK

SCOPE OF WORK

Manage an operating unit **or** a significant multi-disciplinary program(s) **or** provide authoritative advice to achieve established corporate objectives

KEY TASK AREAS

- Direct and co-ordinate complex operations, professional services and program activities
- Determine priorities and work programs for the operating unit
- Monitor and review work and provide professional guidance and development to ensure professional and corporate standards and objectives are met
- Review and develop policy in the area of professional services and ensure the effective implementation of policy in the operating unit
- Apply advanced professional expertise and judgement to the resolution of complex professional and business problems
- Prepare and monitor unit or program budgets
- Contribute to the development of corporate policies and objectives
- Provide authoritative advice or opinion for and on behalf of the Authority
- Monitor developments and industry initiatives in the area of professional services and advise on their impact

INCUMBENT ATTRIBUTES

- Completion of a Degree in an appropriate discipline **or** eligibility for membership of the approved Institute is mandatory
- Post-graduate studies in an appropriate field would normally be required
- Extensive professional experience at a senior level would normally be required
- Sound business management skills and experience
- A sound knowledge and understanding of relevant professional trends across industry
- Ability to simultaneously manage a number of complex operations or programs
- Ability to develop and apply innovative strategies to professional and business issues
- High level interpersonal skills including presentation, consultation and negotiation skills in sensitive or complex circumstances
- A sound appreciation of the strategic direction of the Authority

PROFESSIONAL SERVICES BAND F

i Definition:

Management of a significant multi-disciplinary operational unit or program(s), which impact on the achievement of corporate objectives and performance targets, or provide a high level of strategic advice which is authoritative in the industry.

ii Features:

The nature and scope of work emphasises line, functional or advisory accountability with key corporate performance requirements. Incumbents would represent the Authority both nationally and internationally and would be recognised in the industry in their area of professional expertise. Incumbents in this Band would undertake complex and significant policy development activities at a corporate level and in their area of accountability. The work demands the conception, identification and development of alternative and new approaches. The management task in this Band requires the development and direction of operating plans and budgets, and the monitoring of performance against objectives and targets. Incumbents would possess well developed conceptual, analytical and interpersonal skills, with the ability to effectively represent the Authority.

iii Qualifications and Experience:

Employees in this Band have completed a Degree in an appropriate field **or** are eligible for membership of an approved professional body. Employees would preferably have completed post graduate studies and have management and extensive senior professional experience to support the stature of advice and management in this Band.

iv Key Differences from Band E:

Employees in this Band are typically required to manage more complex operations and programs, with a greater impact on corporate performance. Work in this Band involves the conceptualisation and development of new approaches and strategies, and a greater involvement in corporate policy development. The stature of advice provided in this Band is strategic in nature and recognised at an industry level. Incumbents would advise on the corporate impact of professional and industry developments and initiatives.

CLASSIFICATION: PROFESSIONAL SERVICES - BAND F - BENCHMARK
SCOPE OF WORK
Manage a significant multi-disciplinary operating unit or program(s) or provide strategic and authoritative advice to achieve established corporate objectives
KEY TASK AREAS
<ul style="list-style-type: none">• Direct and co-ordinate significant and complex operations, professional services and program activities• Develop and implement operating plans and programs• Monitor and review performance against identified objectives and targets and develop alternative approaches where necessary• Conceptualise and develop approaches to significant and complex professional issues and operations that impact on corporate performance• Apply authoritative professional expertise and judgement to the resolution of significant and complex professional and business problems• Develop and monitor unit budgets• Contribute to the development of corporate policies and objectives• Provide authoritative advice or opinion for and on behalf of the Authority• Represent the Authority at a strategic level• Monitor trends and developments in a range of relevant areas and advise on their corporate impact
INCUMBENT ATTRIBUTES
<ul style="list-style-type: none">• Completion of a Degree in an appropriate discipline or eligibility for membership of the approved Institute is mandatory• Post-graduate studies in an appropriate field would normally be required

- Extensive experience in a relevant area of professional expertise at a senior level would normally be required
- Sound business management skills and experience
- Ability to simultaneously manage and integrate a number of significant and complex operations or programs
- Ability to conceptualise and develop innovative policies and strategies for professional and business issues
- High level interpersonal skills including presentation, consultation and negotiation skills at a corporate level
- Ability to represent the Authority in a professional capacity

TECHNICAL SERVICES BAND A

- i Definition:**
Under supervision, performs simple to straightforward technical or related tasks using well established techniques and practices.
- ii Features:**
The tasks call for some subject matter knowledge and some minor decision making within the confines of that knowledge. Direction is regular in that a person is told what is to be done and is given any necessary guidance on how to do it. Work is under regular inspection or technical supervision and the final product is usually checked. Occupants require communication skills (and where appropriate written skills), with clients, members of the public, supervisors and other employees, as well as the ability to work as a team member.
- iii Qualifications and Experience:**
Employees in this Band would possess certain pre-entry educational requirements relative to the field of work, usually a minimum standard of Year 11 with passes in prescribed and relative subjects. He/she, after initial induction and on-the-job training, is expected to progress toward appropriate certificate studies.

CLASSIFICATION: TECHNICAL SERVICES - BAND A - BENCHMARK
SCOPE OF WORK Under direction and using established procedures, undertake routine technical tasks to meet standards in terms of accuracy, quality and timeliness of output
KEY TASK AREAS <ul style="list-style-type: none">• Provide routine technical services and related information to customers/clients• Complete standard quantitative and qualitative analysis/tests and investigations• Prepare standard reports, maps and plans• Maintain manual and electronic record systems• Operate computer systems and other automated equipment• Undertake ongoing skills training to perform a range of technical services tasks• Exchange information in a team environment
INCUMBENT ATTRIBUTES <ul style="list-style-type: none">• Completion of Year 11 secondary education combined with appropriate experience in work related to the key task areas would normally be preferred• Some progress towards appropriate certificate or other vocational studies would be desirable• Ability to perform relevant technical services tasks• Ability to make independent decisions and prioritise own tasks within a prescribed work flow• Ability to maintain records and prepare accurate standard reports• Ability to operate relevant automated equipment and computer systems• Effective communication skills in a team environment and with customers/clients• Knowledge of relevant work practices and procedures• Knowledge of the business, activities and customers of the Authority

TECHNICAL SERVICES BAND B

i Definition:

Under general supervision and generally focused within a single functional area, performs a range of interrelated technical activities which are usually fairly straightforward, or requiring adoption of alternative methods and practices.

ii Features:

Receives technical instructions on what is required, on the method of approach and on unusual or difficult features from a higher Band technical officer or professional officer or in the form of recorded guidelines such as manuals or prescriptions. Work is normally subject to progress checks usually confined to the unusual or difficult aspects. Assignments are assessed on completion or, alternatively, the progress and quality of work is open to assessment by a more senior officer without specific checking. Technical knowledge held usually enables work to be performed without close guidance. Work frequently involves the performance of a variety of technical tasks and activities which are not straightforward. The position would usually be focused within one functional area but may be required to assist in other related areas. Work may involve the preparation of written or oral reports on operational aspects which could be used for the refinement or further development of guidelines, prescriptions, methodologies, programs or plans.

iii Qualifications and Experience:

Employees entering this Band would normally have completed a Certificate or Advanced Certificate or equivalent in the relevant field supplemented with relevant experience.

iv Key Differences with Band A:

Technical tasks in this Band are more difficult, often a variety of tasks is involved and tasks performed under less supervision, although detailed instruction can still be given. As tasks in this Band tend to be difficult, an ability to adapt work practices accordingly and use of judgemental/initiative skills are required. Supervision of employees is common in this Band.

CLASSIFICATION: TECHNICAL SERVICES - BAND B - BENCHMARK

SCOPE OF WORK

Under general direction and within established guidelines, undertake interrelated technical services activities within a specific area of focus **or** supervise the activities of a small group of technical employees/contractors, to ensure service and quality standards are met

KEY TASK AREAS

- Provide interrelated technical services and related information to customers/clients
- Supervise the activities of a small group of technical employees/contractors
- Plan, schedule and prioritise work activities of self and/or a small work group
- Monitor work standards and practices within defined quality controls
- Provide on-the-job technique training and guidance
- Operate complex equipment and computer-based systems
- Prepare reports and other required documentation
- Contribute to the ongoing development and refinement of operating methodologies, guidelines and work practices
- Undertake ongoing skills training to perform a range of technical services activities
- Communicate internally across the organisation and externally on technical matters

INCUMBENT ATTRIBUTES

- Completion of a relevant Certificate or equivalent qualification, combined with experience in a relevant area of work would normally be required
- Knowledge and experience in relevant technical services practices and procedures
- Ability to supervise a small work group and provide on-the-job training
- Ability to schedule and prioritise work of self and/or others
- Ability to prepare accurate and informative written documentation
- Ability to communicate effectively with employees, contractors, managers and the public
- Ability to recommend and initiate work practice improvements
- Knowledge and understanding of the business, activities and customers of the Authority

TECHNICAL SERVICES BAND C

i Definition:

Under general technical direction, either supervise a group of employees or work independently, to undertake a variety of technical activities requiring initiative and judgement in the application of established principles, techniques and methods, and/or in assessing and recommending changes to standard operational procedures and guidelines.

ii Features:

Employees in this Band would either be supervising a group of technical employees in the achievement of stated objectives or be considered as a specialist engaged on project type work. Instruction or direction is fairly broad and the occupant would be required to complete all works within agreed standards. It would be expected that considerable authority would rest with employees in this Band including the deployment of employees. Employees would be expected to have a good understanding of related fields that impact on their work (eg: Scientific, Geology, Engineering). Employees could be seen as expert in their particular field and be used as a reference on the subject matter. This would involve interaction with other related technical groups, customers and the public. The occupant would be expected to keep abreast of developments in his/her field of work.

iii Qualifications and Experience:

Employees entering this Band would normally have completed a relevant Certificate or Advanced Certificate or equivalent course of studies and normally have made substantial progress towards completion of an Associate Diploma in the relevant field or equivalent supplemented with substantial relevant experience.

iv Key Differences with Band B:

Instructions are generally in the form of a clear statement of objectives rather than being told the tasks to be performed. Officers in this Band are competent to perform a variety of activities involving special or unusual features or resolve technical problems. Employees in this Band tend to have greater liaison/interaction with external authorities/clients and are more responsible for performance results against plans.

CLASSIFICATION: TECHNICAL SERVICES - BAND C – BENCHMARK

SCOPE OF WORK

Under limited direction, supervise and co-ordinate a functional area, project or organisational unit **or** work independently on complex technical services activities, **or** provide advice in a particular area of expertise, to achieve defined objectives

KEY TASK AREAS

- Supervise and co-ordinate a work group, including the deployment of employees and the monitoring of work to achieve defined objectives

- Resolve local employee issues and problems
- Identify local training needs and provide formal on-the-job training
- Determine and prioritise work activities for a technical services function, project or work unit
- Plan and complete specialist technical services activities or projects
- Assess and recommend changes and improvements to standard operational procedures and guidelines
- Formulate and monitor programs and budgets
- Provide advice or information in a particular area of expertise
- Liaise with external organisations and the public to resolve service delivery issues
- Keep abreast of developments in the relevant area of technical services
- Undertake ongoing skills training to perform a range of technical service activities

INCUMBENT ATTRIBUTES

- Completion of an Associate Diploma or equivalent in a relevant field combined with substantial experience in a relevant area of work would normally be required
- Ability to supervise, monitor and guide employee performance to achieve defined objectives
- Ability to provide formal on-the-job training
- Ability to determine and adapt work priorities and procedures to meet changing requirements and circumstances
- A good knowledge and understanding of related fields of work and the nature of their impact
- A high level of judgement and initiative in the application and development of technical principles and methods
- High level oral and written communication skills
- Ability to communicate externally regarding sensitive technical and related matters
- Comprehensive knowledge and understanding of the business, activities and customers of the Authority

TECHNICAL SERVICES BAND D

i Definition:

Position would be considered a management position and operate under broadly specified objectives which would supervise a group of employees undertaking technical activities. Would be involved in the business management of the group.

ii Features:

Instructions are normally received in the form of broadly stated objectives; a technical officer in this Band would contribute to the determination of those objectives; conformity with instructions is measured in terms of the achievement of broadly stated objectives. In this Band a person has extensive technical experience and rarely receives guidance; advice provided in relation to a person's field of expertise would be regarded as authoritative in that field. Work performed in this Band shall involve extensive complexity. Officers could be required to resolve a wide range of problems of both technical and business nature and to compete for/allocate resources. Would be required to consult with external persons/bodies regarding matters of considerable complexity and importance. In this Band, could recommend solutions and/or develop techniques or processes which shall affect the way work is performed beyond the immediate work environment.

iii Qualifications and Experience:

Employees in this Band would normally have completed an Associate Diploma in an appropriate technical field supplemented with extensive relevant experience. In addition, employees would preferably be undertaking further technical or business related studies.

iv Key Differences from Band C:

The technical nature of the work is more specialist/complex in nature and hence guidance is limited to areas outside his/her own area of expertise. The occupant would be responsible/accountable for significantly greater resources than employees in Band C.

CLASSIFICATION: TECHNICAL SERVICES - BAND D - BENCHMARK

SCOPE OF WORK

Within broadly specified objectives manage a large group or project(s), characterised by diverse and complex functions and resources, **or** provide specialist expert advice to achieve defined objectives

KEY TASK AREAS

- Direct activities and priorities across a range of complex technical services functions
- Develop and maintain a diverse work group, including the deployment training and counselling of employees
- Undertake strategic project activities addressing complex technical services issues and functions
- Assess and recommend solutions to a range of complex technical and business problems
- Develop and adapt relevant techniques or processes for broader application
- Formulate and monitor work group or project budgets
- Contribute to the development of group objectives and policies
- Provide expert advice and information for and on behalf of the Authority
- Keep abreast of developments in the relevant area of technical services
- Undertake ongoing skills training to perform a range of technical services activities

INCUMBENT ATTRIBUTES

- Completion of an Associate Diploma in a relevant field combined with extensive relevant experience would normally be required
- Extensive expertise and knowledge of functions managed
- Ability to resolve problems and adapt procedures to meet changing requirements and circumstances
- Ability to effectively manage diverse and complex functions and resources
- High level communication skills including presentation, consultation and negotiation skills
- Business and people management skills and experience
- A good appreciation of the strategic direction of the Authority

WATER SERVICES BAND A

i Definition:

Under direction, and using established procedures, perform a range of different activities relating to the establishment, operation, maintenance and rehabilitation of water supply systems.

ii Features:

The tasks call for a knowledge and understanding of the system's establishment and operation. Work in this Band provides scope for some decision making and independent control of activities relating to routine matters. Decisions on operational matters would generally be made by supervisors. Occupants require communication skills (and where appropriate written skills), with clients, members of the public, supervisors and other employees, as well as the ability to work as a team member.

iii Qualifications & Experience:

Employees in this Band, after initial induction and on-the-job training, are expected to progress toward a Certificate in Water Industry Operations. Formal entry qualification to this Band is satisfactory completion of an entrance examination. While no minimum schooling qualification pre-requisites exist, it is preferred that applicants would possess either Year 11 or an equivalent qualification, together with some experience. If an employee is required, as a part of his/her duties, to undertake duties requiring a specific certificate or qualification, such must be possessed by the employee concurrently, together with appropriate experience.

CLASSIFICATION: WATER SERVICES - BAND A - BENCHMARK
SCOPE OF WORK
Under direction and using established procedures, undertake routine water services tasks to meet standards in terms of accuracy, quality and timeliness of output
KEY TASK AREAS
<ul style="list-style-type: none">• Provide routine water services and related information to customers/clients• Establish, operate, maintain and rehabilitate water supply and drainage systems, including - equipment, plant, vehicles and tools• Prepare standard reports• Maintain manual and electronic record systems• Operate computer systems and other automated equipment• Undertake ongoing skills training to perform a range of water services tasks• Exchange information in a team environment
INCUMBENT ATTRIBUTES
<ul style="list-style-type: none">• Completion of Year 11 secondary education, or to possess an equivalent qualification, combined with experience in work related to the key task areas would normally be preferred• Some progress towards appropriate certificate or other vocational studies would be desirable• Ability to perform relevant water services tasks• Ability to make independent decisions and prioritise own tasks within a prescribed work flow• Ability to maintain records and prepare accurate standard reports• Ability to operate relevant automated equipment and computer systems• Effective communication skills in a team environment and with customers/clients• Knowledge of relevant work practices and procedures

- Knowledge of the business, activities and customers of the Authority

WATER SERVICES BAND B

i Definition:

Under general direction, and using established procedures and guidelines, perform a broad range of different activities within a section of the water supply system, or supervise a small unit by monitoring work standards and practices and preparing the unit's works program, or manage the operations of a storage; or undertake technical related work associated with such water system.

ii Features:

The tasks call for a good knowledge of the system, including any special features, and an ability to schedule work activities, determine priorities and prepare cost estimates. Receives instruction on what is required, on the method of approach and on unusual or difficult features from a higher Band employee, or in the form of recorded guidelines such as manuals or prescriptions. Work in this Band often requires the co-ordination of operational and maintenance activities of employees or the performance of a number of inter-related activities within an overall activity. Occupants may resolve disputes between employees and clients or attend public meetings to explain Authority procedures. Occupants may assess the adequacy of work standards and provide training in technique.

iii Qualifications & Experience:

Employees entering this Band, and depending upon his/her stream of work, would normally have completed the Certificate II in Water Industry Operations, (and may have progressed toward the Certificate III in Water Industry Operations), or a relevant Certificate, all supplemented by relevant experience.

iv Key Differences from Band A:

The work of a Band B employee requires a more comprehensive knowledge of the system and there is greater latitude to determine work activities and methods, to plan and program work, to operate computer-based systems, to supervise employees and to provide on-the-job training and guidance. There is a requirement to initiate and recommend improvements to the system that will also require the use of judgemental/initiative skills. Completion of the Certificate in Water Industry Operations, or the Certificate of Technology, or equivalent qualification, would be expected, compared with partial completion in Band A.

CLASSIFICATION: WATER SERVICES - BAND B - BENCHMARK

SCOPE OF WORK

Under general direction and within established guidelines, undertake interrelated water services activities within a specific area of focus **or** supervise the activities of a small group of field employees/contractors, to ensure service and quality standards are met

KEY TASK AREAS

- Provide interrelated water services and related information to customers/clients
- Supervise the activities of a small group of field employees/contractors
- Plan, schedule and prioritise work activities of self and/or a small work group
- Monitor work standards and practices within defined quality controls
- Provide on-the-job technique training and guidance
- Operate and/or maintain complex equipment and computer-based systems
- Prepare reports and other required documentation
- Contribute to the ongoing development and refinement of operating methodologies, guidelines and work practices
- Undertake ongoing skills training to perform a range of water services activities
- Communicate internally across the organisation and externally on water services matters

INCUMBENT ATTRIBUTES

- Completion of the Certificate II in Water Industry Operations or equivalent qualification, combined with experience in a relevant area of work would normally be required
- Knowledge and experience in relevant water services practices and procedures
- Ability to supervise a small work group and provide on-the-job training
- Ability to schedule and prioritise work of self and/or others
- Ability to prepare accurate and informative written documentation
- Ability to communicate effectively with employees, contractors, managers and the public
- Ability to recommend and initiate work practice improvements
- Knowledge and understanding of the business, activities and customers of the Authority

WATER SERVICES BAND C

i Definition:

Under limited direction, manage a range of activities within a small district, or a specific function within a larger district, or manage the operations of a project or storage of large size and complexity.

ii Features:

Working to broad guidelines, employees would be expected to set standards of performance, and to adapt procedures to accommodate local conditions or to improve efficiency. The tasks call for a knowledge of a number of different water supply systems or structures, or the operation and maintenance of complex equipment, or to possess technical knowledge relating to water services. Employees could be seen as having significant expertise in their particular field, and be used as a reference on the subject matter. This could involve interaction with other related fields, groups, customers and the public. An occupant would be expected to resolve problems encountered on-site, and to recommend changes that would improve the unit's productivity. The works program may include components of construction, minor and major maintenance, and operations, and be varied by the occupant, in response to changes in priorities, environmental conditions or availability of funds. Employees in this Band are required to determine the daily work activities of the unit, project or storage and have responsibility for formulating and monitoring the works program and budget. Employees may chair committee meetings or hold discussions with Water Boards and Advisory Committees to ascertain operational requirements and resolve service delivery problems. Personnel matters such as employee's selection and training, the preparation of rosters and the deployment of employees are managed in this Band. The occupant would be expected to keep abreast of developments in his/her field of work.

iii Qualifications & Experience:

Employees entering this Band would normally have completed the Certificate IV in Water Industry Operations, and may have progressed toward the Diploma of Water Industry Operations, or possess a Certificate in a relevant field, supplemented by substantial relevant experience.

iv Key Differences from Band B:

There is greater latitude for the Band C employee to determine work activities and methods and to manage employees. Instructions are generally in the form of a clear statement of objectives rather than being told the tasks to be performed. Components of the water supply system are more complex to operate and maintain, or are more varied, and there is a requirement to recommend improvements to the system. The Band C employee is required to determine needs and provide formal on-the-job training for subordinate employees. Completion of the Certificate IV in Water Industry Operations, or equivalent qualification, would be expected, compared with partial completion in Band B.

CLASSIFICATION: WATER SERVICES - BAND C - BENCHMARK

SCOPE OF WORK

Under limited direction, supervise and co-ordinate a functional area, project or organisational unit **or** work independently on complex water services activities **or** provide advice in a particular area of expertise, to achieve defined objectives

KEY TASK AREAS

- Supervise and co-ordinate a work group, including the deployment of employees and the monitoring of work to achieve defined objectives
- Resolve local employee issues and problems
- Identify local training needs and provide formal on-the-job training
- Determine and prioritise work activities for a water services function, project or work unit
- Plan and complete specialist water services activities or projects
- Assess and recommend changes and improvements to standard operational procedures and guidelines
- Operate and/or maintain complex equipment
- Formulate and monitor programs and budgets
- Provide advice or information in a particular area of expertise
- Liaise with external organisations and the public to resolve service delivery issues
- Keep abreast of developments in the relevant area of water services
- Undertake ongoing skills training to perform a range of water services activities

INCUMBENT ATTRIBUTES

- Completion of the Certificate IV in Water Industry Operations, or equivalent qualifications combined with substantial experience in a relevant area of work would normally be required
- Ability to supervise, monitor and guide employee performance to achieve defined objectives
- Ability to provide formal on-the-job training
- Ability to determine and adapt work priorities and procedures to meet changing requirements and circumstances
- A good knowledge and understanding of the operation and maintenance of complex water supply systems
- High level oral and written communication skills
- Ability to communicate externally regarding sensitive matters of service and cost
- Comprehensive knowledge and understanding of the business, activities and customers of the Authority

WATER SERVICES BAND D

i Definition:

Within broadly specified objectives, manage the operations of a medium to large complex district.

ii Features:

The work in this Band involves the management of a diverse and inter-related system employing a broad range of personnel. There may be features that add to the complexity of operations, such as the use of natural carriers, or there may be a requirement to develop new procedures that are then applied in other

districts. Features that may not be present in smaller districts include extensive commercial enterprise, storages, salinity control works and flood mitigation. The employee would participate in, or chair, Advisory Committee meetings, and represent the Authority on inter agency negotiations. Employees shall determine the district works program, resolve conflicting priorities between functional areas, co-ordinate activities and deploy employees. The position involves employee management and the assessment of work standards and provision of training.

iii Qualifications & Experience:

Employees in this Band would normally have completed the Diploma in Water Industry Operations, supplemented by extensive operational and supervisory experience.

iv Key Differences from Band C:

The Band D employee is required to manage a number of different functions within a district. An extensive knowledge of the functions managed is required to permit the adaptation of existing procedures to changing circumstances, and an involvement in policy development. There is a greater requirement to modify practice because of the diverse and complex nature of the functions managed. The approach to problem solving in less structured, and entails the consideration of several options. Employees have a high public profile. Completion of the Diploma of Water Industry Operations would be expected, compared with partial completion in Band C.

CLASSIFICATION: WATER SERVICES - BAND D - BENCHMARK
SCOPE OF WORK
Within broadly specified objectives manage the operations of a medium to large district, characterised by diverse and complex functions and resources or provide specialist expert advice to achieve defined objectives
KEY TASK AREAS
<ul style="list-style-type: none"> • Direct activities and priorities across a range of complex water services functions • Develop and maintain a diverse work group, including the deployment, training and counselling of employees • Undertake strategic project activities addressing complex water services issues and functions • Assess and recommend solutions to a range of complex operational and business problems • Develop and adapt operational procedures for broader application • Formulate and monitor work group or project budgets • Contribute to the development of group objectives and policies • Provide expert advice or information for and on behalf of the Authority • Keep abreast of developments in the relevant area of water services • Undertake ongoing skills training to perform a wide range of water services activities
INCUMBENT ATTRIBUTES
<ul style="list-style-type: none"> • Completion of the Diploma of Water Industry Operations, combined with extensive relevant experience would normally be required • Extensive expertise and knowledge of functions managed • Ability to resolve problems and adapt procedures to meet changing requirements and circumstances • Ability to effectively manage diverse and complex functions and resources • High level communication skills including presentation, consultation and negotiation skills • Business and people management skills and experience • A good appreciation of the strategic direction of the Authority