

Goulburn-Murray Rural Water Corporation

ENTERPRISE AGREEMENT 2010

Title

This Agreement shall be referred to as the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2010.

Note – this agreement is to be read together with an understanding given by the employer. The understanding is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

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PART 1: AGREEMENT ADMINISTRATION

1.1 COVERAGE OF THE AGREEMENT

This Agreement covers:

- 1.1.1 Goulburn-Murray Rural Water Corporation; and
- 1.1.2 The Employees; and
- 1.1.3 Those subject to the provisions in clause 1.2 below, a Union or Unions that are authorised to be covered in accordance with the Act.

1.2 BARGAINING REPRESENTATIVES

After this Agreement is made, a Union (if any) that was a bargaining representative for the proposed Agreement may give FWA a written notice stating that the Union wants to be covered by the Enterprise Agreement. If the FWA approves a Union's application for coverage, the Corporation will notify Employees of that approval.

1.3 DEFINITIONS

In this Agreement:

- 1.3.1 "**Act**" means the *Fair Work Act 2009* as amended from time to time.
- 1.3.2 "**Agreement**" means this Enterprise Agreement.
- 1.3.3 "**Award**" means the Water Industry Award 2010, which would otherwise apply to Goulburn-Murray Water Rural Water Corporation employees but for the operation of this Agreement.
- 1.3.4 "**Employees**", "**Employee**", "**They**" and "**Their**" means the Employees of Goulburn-Murray Rural Water Corporation performing work and engaged within the Band levels listed in sub-clauses 6.1 and 6.2 of this Agreement.
- 1.3.5 "**Corporation**" means or refers to Goulburn-Murray Rural Water Corporation ("Goulburn-Murray Water").
- 1.3.6 "**FWA**" means Fair Work Australia.
- 1.3.7 "**Immediate Family**" has the same meaning as in the Act, and includes the Employee's spouse (or de facto spouse), parent, sibling, child, grandparent or grandchild of the Employee and their spouse.
- 1.3.8 "**Leave**" means leave without loss of the full rate of pay, as defined below, unless otherwise specified as leave without pay.
- 1.3.9 "**Registered Medical Practitioner**" means a health practitioner registered or licensed as a health practitioner in an Australian State.
- 1.3.10 "**Representatives**" means the union, or the Central Consultative Committee (where a group of Employees is involved), or a member of the Central Consultative Committee, or other individual representative chosen by an Employee.
- 1.3.11 "**NES**" means the National Employment Standards as described in Part 2-2 of the Fair Work Act.
- 1.3.12 "**Full Rate of Pay**" and/or "**Ordinary Rate of Pay**" means the rate of pay payable to the Employee, including the Allowances as provided in the Appendix to this Agreement.
- 1.3.13 "**Recall**" means a call to return to work after the completion of normal duties.
- 1.3.14 "**Roster**" means a fixed ordinary work cycle.

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- 1.3.15 **“Standby”** refers to the responsibility to be immediately contactable and to initiate the appropriate response and proactively monitor the Corporation's operational systems.
- 1.3.16 **“Union”** means the Community and Public sector Union (CPSU) and / or the Australian Workers Union (AWU).

1.4 COMMENCEMENT AND DURATION OF THE AGREEMENT

- 1.4.1 This Agreement will commence 7 days after its approval by Fair Work Australia.
- 1.4.2 This Agreement will have a nominal expiry date of 31 July 2014. This Agreement will continue to apply after its expiry date until the Agreement is varied, replaced or terminated in accordance with the Act.
- 1.4.3 This Agreement can be terminated or varied during the life of the Agreement in accordance with the Act.

1.5 CONDITIONS OF EMPLOYMENT AND INTERACTION WITH OTHER INSTRUMENTS

- 1.5.1 Employees will observe Goulburn-Murray Water policy as issued from time to time.
- 1.5.2 The terms of the Water Industry Award 2010 will not apply while this Agreement operates.
- 1.5.3 This Agreement supersedes all previous collective, certified and enterprise agreements between the Corporation and the Employees.
- 1.5.4 A copy of this Agreement will be made available to all Employees and will be available on the Corporation's intranet site.

1.6 NO EXTRA CLAIMS

All parties to this Agreement may not pursue any further claims relating to wages or conditions of employment whether dealt with in this Agreement or not.

1.7 VALIDITY OF THIS AGREEMENT

If for any reason a clause in this Agreement is found to be invalid, that finding will not affect the validity and operation of the remaining clauses in this Agreement.

1.8 MANAGER EMPLOYMENT AGREEMENTS

- 1.8.1 The Corporation and an Employee at Band D levels and above may enter into a written Individual Employment Agreement provided the Agreement is genuinely agreed to by the Corporation and the Employee. Such Individual Employment Agreements may provide for a total remuneration package and a total remuneration amount which may include the potential for a bonus payment; all entitlements to leave loading; overtime loading; weekend or public holiday loading and any other form of salary loading, but the employment conditions of the Employee will, in all other respects be covered by the provisions of the Enterprise Agreement. Pursuant to the Act, the Employment Agreement will include details of how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement.
- 1.8.2 A non- Executive Manager, as defined by the Government Sector Executive Remuneration Panel, who is employed under an Individual Employment Agreement, may elect to have their entire employment conditions covered by the terms of this Enterprise Agreement.

1.9 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 1.9.1 The Corporation and an individual Employee may enter into an individual flexibility agreement pursuant to this clause if the arrangement meets the genuine needs of the Corporation and Employee in relation to the term to be varied and the arrangement is genuinely agreed to by the Corporation and Employee.

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- 1.9.2 The Employee may nominate a representative to assist in negotiations for an individual flexibility agreement. The Corporation encourages Employees to seek the advice of their representative should they be considering an individual flexibility arrangement.
- 1.9.3 An individual flexibility agreement must be recorded in writing and signed by the parties to it, and include the name of the Corporation and Employee and the start date. A copy must be provided to the Employee within 14 days after it is agreed to.
- 1.9.4 This Enterprise Agreement has effect in relation to the Employee and the Corporation as if it were varied by the arrangement and the arrangement is taken to be a term of the Enterprise Agreement, provided that the arrangement must result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.
- 1.9.5 Subject to Sub-clause 1.9.4, the terms of this Enterprise Agreement that an individual flexibility agreement may vary are as follows:
- (a) remuneration arrangements;
 - (b) arrangements about when work is performed;
 - (c) allowances;
 - (d) arrangements and expectations for Area Based Water Services Employees in receipt of a Salary with an Allowance (Gravity Irrigation Work Arrangements).
- 1.9.6 The individual flexibility agreement must include details of:
- (a) the terms of the Enterprise Agreement, the effect of which will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement.
- 1.9.7 The Corporation must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under the *Fair Work Act 2009*; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 1.9.8 Any dispute as to whether the terms of an individual flexibility agreement would result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to will be dealt with pursuant to the dispute resolution clause of this enterprise agreement.
- 1.9.9 An Employee or the Corporation may terminate the operation of an individual flexibility agreement by giving not less than 28 days written notice to the other party or the Employee and the Corporation may terminate the agreement at any time, in writing, if they agree.

PART 2: OBLIGATIONS AND RESPONSIBILITIES

2.1 EMPLOYEE RESPONSIBILITIES

There are some fundamental responsibilities that Employees have. These are:

- 2.1.1 To do all work to the best of their ability, skill and competence.
- 2.1.2 To carry out their work at places reasonably requested by the Corporation.
- 2.1.3 To report to the Corporation immediately any breach or suspected breach of Goulburn-Murray Water policy/policies, practices or procedures or any act of serious misconduct or a criminal act of which Employees become aware.
- 2.1.4 To actively promote, and not harm, the Corporation's business, interests and reputation.
- 2.1.5 To attend and remain at their place of work, unless their absence is authorised. An absence from work for a continuous period exceeding five (5) working days without notification to the Corporation will be prima facie evidence that an Employee has abandoned employment.
- 2.1.6 To comply with all reasonable instructions in order to protect both their own health and safety and the health and safety of other Employees and other persons dealing with the Corporation at the workplace. Employees will also comply with all OH&S Acts and regulations and the implementation of industry codes and practices to provide a safe workplace.
- 2.1.7 To refrain from smoking other than in designated areas of the workplace. Smoking should not occur in buildings and vehicles owned by the Corporation.
- 2.1.8 To refrain from the use and/or possession of non-prescribed drugs, alcohol or any other substance that may affect an Employee's ability to work.
- 2.1.9 Where there is a reasonable cause for concern on occupational health and safety grounds that an Employee may be affected by drugs and/or alcohol, such that the Employee represents a danger to themselves and/or others, the Corporation may require the employee to attend an independent medical examination with a doctor nominated by the Corporation and the Employee shall not unreasonably object to the choice of doctor. The examination may include a drug and alcohol test. The medical report will be made available to the Employee and the Employee's nominated personal medical practitioner. The Corporation will respect the privacy of the medical report.
- 2.1.10 To keep confidential any confidential Information an Employee becomes aware of through their employment with the Corporation. Confidential Information includes all information relating to the Corporation's business or operational interests, its methodology and affairs, financial information and anything notified as being confidential.
- 2.1.11 Employees will respect and value the diversity of the workplace by helping to prevent and eliminate unlawful discrimination, harassment and bullying.
- 2.1.12 To work to achieve the objectives of Goulburn-Murray Water's Corporate Plan and other Government and Industry Reviews/ Plans.
- 2.1.13 If it is subsequently ascertained that an Employee has not accurately and honestly declared in their employment application that all of the information provided is accurate and complete, including the disclosure of any pre-existing injuries and diseases of which the Employee is aware and which could be reasonably foreseen to affect the Employee's ability to safely undertake their employment, such failure may result in disciplinary action including termination of the Employee's employment.

2.2 OUTSIDE EMPLOYMENT

- 2.2.1 If any Employee wishes to seek employment or hold additional employment with someone else or work for themselves, they must seek the approval of the Corporation to:
 - (a) engage in any business;

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- (b) engage in the private practice of any profession or trade;
- (c) hold any office in any Authority other than a non-profit, recreational or social authority; or
- (d) engage in any paid employment other than their work for the Corporation

2.2.2 The Corporation may oppose that request and Employees must comply with that decision if the Corporation is of the opinion it will harm the business or negatively affect the Employee's ability to work.

2.3 CLASSIFICATION AND WORK REQUIREMENTS

2.3.1 Employees are, subject to their qualifications, experience and fitness, required to perform all of the tasks of their position, including those tasks that are incidental or of a lower classification to the main functions of their position. The reasonable allocation of tasks and the location of work will be at the Corporation's direction considering operational requirements, provided that the performance of any additional work does not unreasonably impact of the Employee's work/ life balance.

2.3.2 The classification of Employees covered by this Agreement shall accord with the benchmark Position Descriptions attached to this Agreement.

2.3.2 An Employee may consent to an appointment by the Corporation to another range of duties within this Agreement, in which case this Agreement continues to apply.

2.4 QUALIFICATIONS AND LICENCES

2.4.1 An Employee may be required as a condition of their employment to hold qualifications or licences. An Employee must notify the Corporation immediately if that licence or qualification is suspended or cancelled or they are disqualified from holding or obtaining that licence or qualification.

2.4.2 If a fundamental part of an Employee's employment is to hold a qualification or licence, a loss of that qualification or licence may result in termination of employment.

2.4.3 If an Employee does not hold the appropriate current qualification or licence, they are strictly forbidden from participating in activities that require that qualification or licence. Such conduct may result in disciplinary action which may include dismissal.

2.4.4 The Corporation will provide the necessary training for and meet the costs of any licence or certificate of competence required by an employee to meet the specific tasks of the Employee's duties. Driver's licence and other qualifications or association memberships possessed by the Employee will be maintained at the Employee's expense.

2.5 TRAINING

2.5.1 Training is a required part of an Employee's employment.

2.5.2 Employees are to undertake training as required by the Corporation to ensure they have all the skill and competencies needed to perform all of the tasks required.

2.5.3 Where an Employee requests training for their own self development and the Employee possesses appropriate skills and is conversant with the procedures to be taught, the Corporation may agree to such a request and pay for the training. Such training may be undertaken in the Employee's own time on a non-paid basis.

2.5.4 The Corporation will pay for the cost of training that it requires an Employee to take. The time spent in such training will be regarded as paid work time.

2.5.5 Employees shall be reasonably required to teach work skills and procedures to other Employees as and when required by the Corporation.

2.5.6 Where an Employee is required to travel to attend training within their ordinary hours, they will receive a normal days pay for that day. In circumstances where an Employee is required to travel to attend

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training outside their ordinary hours, time in lieu provisions or overtime will apply in relation to travel time as agreed by the line manager.

- 2.5.7 Where an Employee incurs out-of-pocket expenses, the Corporation will reimburse these provided that they are authorised in advance and the expenses are reasonable and receipts or other evidence of the expense incurred are provided.

2.6 PERFORMANCE REVIEWS

- 2.6.1 The Corporation will conduct regular performance reviews with all Employees, utilising the performance management system which is currently the Balanced Scorecard methodology. The performance system shall establish goals and measures of success for all Employees each year. The formal review shall occur annually and informal discussions around the Employee's scorecard shall also occur on a regular basis and as required. In the event of underperformance issues arising, the mechanism for dealing with these will be the provisions set out in clause 9.1 of this Agreement.
- 2.6.2 The purpose of the reviews is to link the performance of all staff to the Corporation's objectives within the Corporate Plan. This may include an assessment of work approach and behaviours as they relate to the organisational goals.
- 2.6.3 Reviews will also be used to assess future training, development needs, career planning and skills gaps. The performance review process is not linked to, and will not be used for, redundancy purposes.

2.7 DISPUTE SETTLING PROCEDURES

2.7.1 Resolution of disputes and grievances

- 2.7.1.2 Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute or grievance about whether the Corporation had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.
- 2.7.1.3 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- 2.7.1.4 The Corporation or an Employee covered by this Agreement may choose to be represented at any stage by a representative, including a union representative or employer organisation.

2.7.2 Obligations

- 2.7.2.1 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 cooperate to ensure that these processes are carried out promptly.
- 2.7.2.2 While a dispute or grievance is being dealt with in accordance with this clause, work must continue according to usual practice, provided that this does not apply to an employee who has a reasonable concern about a 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.
- 2.7.2.3 No person covered 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.

2.7.3 Agreement and dispute settlement facilitation

- 2.7.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen Employee representative is another Employee of the Corporation, he/she must be released by the Corporation 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:
- (a) investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards;

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- (b) endeavouring to resolve a dispute arising out of the operation of this Agreement or the National Employment Standards; or,
- (c) participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

2.7.3.2 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 Corporation.

2.7.4 Discussion of grievance or dispute

2.7.4.1 The dispute or grievance must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).

2.7.4.2 If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.

2.7.5 Internal process

2.7.5.1 If any party to the dispute or grievance, who is covered by this Agreement, refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with according to that process, provided that the process is conducted in a timely manner and is consistent with the following principles:

- (a) The rules of natural justice;
- (b) Provide for mediation or conciliation of the grievance;
- (c) Provide that the Corporation will take into consideration any views on who should conduct the review; and
- (d) Be conducted as quickly and with as little formality as a proper consideration of the matter allows

2.7.5.2 If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with according to the processes set out below.

2.7.5.3 If the matter is not settled either Party may refer the matter to FWA.

2.8 DISPUTES OF A COLLECTIVE CHARACTER

2.8.1 The parties covered 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 FWA.

2.8.2 No dispute of a collective character may be referred to FWA directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWA.

2.8.3 Conciliation

2.8.3.1 Where a dispute or grievance is referred for conciliation, a member of FWA may 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.

2.8.3.2 This may include arranging:

- (a) conferences of the parties or their representatives presided over by the member; and
- (b) for the parties or their representatives to confer among themselves at conferences at which the member is not present.

2.8.3.3 Conciliation before FWA shall be regarded as completed when:

- (a) the parties have reached agreement on the settlement of the grievance or dispute; or

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- (b) the member of FWA 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
- (c) the parties have informed the FWA 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.

2.8.4 Arbitration

- 2.8.4.1 If the dispute or grievance has not been settled after conciliation, either party may request that FWA proceed to determine the dispute or grievance by arbitration.
- 2.8.4.2 Where a member of FWA 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.
- 2.8.4.3 Subject to sub-clause 2.8.4.4 below, the determination of FWA is binding upon the persons bound by this Agreement.
- 2.8.4.4 An appeal can be made to a Full Bench of FWA, with the leave of the Full Bench, against a determination of a single member of FWA made pursuant to this clause.

2.8.5 Conduct of matters before FWA

Subject to any agreement between the parties to the dispute, 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 FWA may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the *Fair Work Act* 2009.

2.9 MAJOR DISRUPTION TO NORMAL WORK

- 2.9.1 For business continuity reasons, where normal work cannot be maintained due to a disruption outside the control of the Corporation such as flood, drought, fire or major service outage, the Corporation shall determine an appropriate action following consultation with the Employees concerned and the Central Consultative Committee.
- 2.9.2 In such circumstances staff shall be required to cooperate with short-term flexibility arrangements such as a reasonable requirement to work shifts; working from home using remote access. 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.
- 2.9.3 Where there are minor disruptions to normal working arrangements, the Corporation shall determine an appropriate response following consultation with the Employees affected and their representatives if requested by the Employee/s.

2.10 FAIR WORK INFORMATION STATEMENT

The Corporation shall give each new Employee a Fair Work Information Statement before the Employee commences employment or within the first full pay period after employment.

2.11 CORPORATION RESPONSIBILITIES

The Corporation shall:

- 2.11.1 Continue to develop the skills and expertise of Employees by providing access to appropriate training and career development opportunities and to support professional development;
- 2.11.2 Provide as far as practicable a safe working environment in accordance with legislative requirements;
- 2.11.3 Continue to design jobs which cater for the Corporation's operational requirements and which also provide fulfilling career opportunities for the workforce.

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- 2.11.4 Consult with Employees and their representatives if requested by the Employee or Employees, regarding flexible working arrangements and procedures for transition to retirement.

2.12 CONSULTATION - CENTRAL CONSULTATIVE COMMITTEE

- 2.12.1 The Corporation will establish for the life of this Agreement a Central Consultative Committee (“CCC”) which shall consist of management and elected staff representatives. The Committee shall comprise a convenor; the Manager Employee Relations or delegate, a minute secretary, four management representatives and eleven Employee representatives elected by the staff within the current Divisions of the Corporation.
- 2.12.2 The CCC will act to promote effective communication and harmonious relations between Goulburn-Murray Water and Employees covered by this Agreement and to provide a forum to discuss and resolve issues of a collective character.
- 2.12.3 Consultation in regard to any significant change impacting upon a work group will follow the processes outlined in the ‘Implementation of Change’ clause, (refer to 2.13 below). Resolution of issues will follow the problem solving processes outlined in the ‘Dispute Resolution’ clause.

2.13 IMPLEMENTATION OF CHANGE

- 2.13.1 Where the Corporation makes a decision to introduce major workplace changes that are likely to have a significant effect on Employees, the Corporation shall notify the Employees who may be affected by the proposed change and their representatives. The Employee(s) shall not lose income by any such proposed change. The parties to this Agreement shall be informed and guided by the principles of consultation enunciated by Cmr. Smith in CPSU v Vodafone Network Pty Ltd 2001: “Consultation is not perfunctory advice on what is about to happen.... Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker. Consultation is not joint decision making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals...”
- 2.13.2 For the purpose of this Agreement, “Significant Effects” includes major changes in the composition, operation or size of the workforce or in the skills required; a decision to outsource any functions; elimination or diminution of job opportunities; the need for retraining or transfer of Employees to other work locations and the restructuring of organisational units or divisions.
- 2.13.3 An Employee or Employees may choose to be represented by a person, agent or Union for the purposes of such consultation.
- 2.13.4 The Corporation will provide an Impact Statement to all potentially affected Employees which sets out information about the proposed change. The Impact Statement will include:
- (a) the proposed timing of the change;
 - (b) the nature of the change; including an amended organisational chart detailing the change in structure if applicable;
 - (c) how the change may affect an Employee;
 - (d) measures contemplated by the Corporation to mitigate any potential adverse effects of the change.
- 2.13.5 The Corporation will consult with Employees directly affected by the proposed change and their chosen representatives, and will consider the matters that are raised and give prompt consideration to these matters before implementing a final decision in respect to the proposed change. The Corporation shall formally respond to such matters and where practicable it will do so in writing.

2.14 ENGAGEMENT OF EMPLOYEES

- 2.14.1 The principles of merit shall be satisfied in the engagement of new Employees and promotion of Employees.

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- 2.14.2 The Corporation shall fill any vacancy or new position by inviting applications from existing Employees and the Corporation may simultaneously advertise positions both internally and externally. Alternatively, the Corporation may fill a vacant position by selecting a candidate from applicants for another similar position at the same work location when the candidate has been interviewed within the previous six months.

2.15 UNION COMMUNICATION

- 2.15.1 The Corporation shall permit appropriate notice boards to be erected at agreed worksite locations, to facilitate communication between Employees and their union representatives.
- 2.15.2 Where access to email and internet is available, Employees will be allowed reasonable use of electronic communication to facilitate communication between Employees and their union, provided that such communication is consistent with the Email and Internet Policy of the Corporation.
- 2.15.3 If an Employee becomes a member of a Union Branch Council, or similar body, the Employee will be entitled to time release for travel and a half day per month to attend such meetings. Further time release, to a maximum of two days per year, will be granted to attend meetings or conferences of the Federal Council (or similar body).
- 2.15.4 An Employee union delegate shall be granted reasonable time, conditional on operational requirements and following reasonable notice to their Line Manager, to assist other Employees and conduct union business. With the agreement of the Line Manager, the delegate may make reasonable use of facilities such as telephone, email, computers and photocopiers for such activity.
- 2.15.5 The Corporation contact officer for advice relating to the holding of discussions with Employees who wish to participate in those discussions is the Manager Employee Relations.
- 2.15.6 The Union will be entitled to convene two, (or more subject to special circumstances and prior agreement), paid communication meetings per year with Employees who wish to attend, subject to the following conditions:
- (a) One week's notice shall be provided to the Corporation;
 - (b) The meetings shall be held at agreed times and locations that ensure the Corporations activities are not disrupted;
 - (c) A meeting resulting in industrial action will not be paid.

2.16 PROFESSIONAL INDEMNITY INSURANCE AND LEGAL EXPENSES

- 2.16.1 The Corporation will defend and indemnify the Employee against any action, liability claim or demand arising out of any thing done by the Employee in good faith in the course of their employment duties.
- 2.16.2 To the extent allowable at law, the Corporation shall provide an indemnity to all Employees of the corporation against every liability that may attach to that person as an Employee or former Employee of the Corporation.
- 2.16.3 Where legal proceedings are initiated against an Employee as a direct consequence of the Employee legitimately and properly performing their duties, the Corporation will not unreasonably withhold agreement to meet the Employee's legal costs relating to the defence of such proceedings and will provide mutually agreed legal representation relating to the defence of such proceedings.
- 2.16.4 Where it is necessary to obtain a court order or similar remedy against any person, as a direct consequence of the Employee legitimately and properly performing their duties, the Corporation will not unreasonably withhold agreement to meet the Employee's legal costs in obtaining the order or other remedy and will provide mutually agreed legal representation or other means of support until the matter is reasonable resolved.

PART 3: CATEGORIES OF EMPLOYMENT

An Employee shall be appointed by the Corporation to one (1) of the following categories of employment.

3.1 PERMANENT EMPLOYMENT

3.1.1 Full-Time Employment

This means an Employee who is engaged to work the ordinary hours prescribed in this Agreement or the Appendix to this Agreement.

3.1.2 Part-Time Employment

This means an Employee employed on a permanent basis required to work less than 38 ordinary hours a week. 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.

3.1.3 Fixed Term

3.1.3.1 The use of fixed-term (limited tenure) contract positions will not be for the purpose of diminishing the job security or conditions of full time, ongoing Employees.

3.1.3.2 This means an Employee employed by the Corporation for a fixed period of time or for a specific project/event of finite duration as determined by and set out in the Employee's letter of offer. Unless otherwise prescribed, an Employee Engaged on fixed-term contract is entitled to the same entitlements and is subject to the same conditions as a permanent Employee, save and except for notice on termination and redundancy entitlements upon the expiry of the fixed term contract.

(a) 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.
- (vi) Appointment on the basis of a 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.

(b) Fixed Term Employee will enjoy the same conditions as full-time Employees but have no entitlement to retrenchment payments at the completion of their original limited tenure period.

3.2 CASUAL EMPLOYMENT

3.2.1 This means an Employee appointed by the Corporation to work on a casual basis as set out in their letter of offer. The engagement shall not extend beyond six (6) months of regular casual work. The Employee's hours of work and employment are subject to the Employee's availability to work and the Corporation's need for the Employee's services.

3.2.2 There is no obligation on the Corporation to provide the Employee work, regardless of Employee's length of service or regularity of engagement.

3.2.3 Employment is by the hour and each period of engagement stands alone, with the proviso that a minimum of 3 hours work is provided on each occasion.

3.2.4 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,

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annual leave and leave loading, and paid parental leave, compassionate leave, personal leave, carer's leave, jury service, defence reserve leave and accident make up pay.

- 3.2.5 The Employee is not entitled to any paid leave entitlements (other than long service leave subject to meeting the required eligibility conditions), payment for public holidays not worked, notice on termination and severance pay. The Employee is entitled to parental leave (see Leave provisions) subject to the qualifying conditions of the leave type.
- 3.2.6 Employment may be terminated by either party providing one (1) hour's notice. This does not affect the right of the Corporation to dismiss the Employee without notice for misconduct or other lawful cause that justifies summary dismissal in which case no notice will apply.

3.3 TRAINEES AND APPRENTICES

- 3.3.1 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.
- 3.3.2 Vacation students employed by the Corporation will be paid at a proportion of the Band B Level 1 salary as provided in sub-clause 6.1.1 of this Agreement or at the minimum wage rate as determined by Fair Work Australia, whichever is the greater. The proportion method shall be 60% for first and second year students, 70% for third year students and 80% for fourth and fifth year students.

3.4 PROBATION AND MINIMUM EMPLOYMENT PERIOD

- 3.4.1 A new Employee shall be required to complete a probationary employment period of no more than three (3) months. The performance of the Employee shall be monitored, following which the probation period may be extended for a further three (3) month period if necessary, or the employment may be terminated or confirmed. The initial six (6) month period of employment also equates to the minimum employment period pursuant to the Act.
- 3.4.2 During the probationary employment period either the Corporation or the Employee may terminate the Employee's employment for any lawful reason (not limited to matters specified in this Agreement) by giving one (1) week's notice or payment in lieu, unless the termination is for misconduct that justifies summary dismissal in which case no notice will apply.
- 3.4.3 For a casual Employee who converts to ongoing employment within six (6) months of employment first commencing, six (6) months of their initial employment (being the combined period of casual and permanent employment) will be as an Employee serving their probationary employment period.

PART 4: HOURS OF WORK

4.1 MAXIMUM WEEKLY HOURS OF WORK

4.1.1 The Corporation will not request or require Employees to work more than the following number of hours in a week unless varied by the Appendix to this Agreement, the additional hours are reasonable or have been pre-determined and agreed as being reasonable in accordance with the Act.

4.1.1.1 for a full-time Employee – 38 hours in any one week or over an average of weeks as described in the appendices to this agreement; or

4.1.1.2 for an Employee who is not a full-time Employee – the lesser of 38 hours in any one week or over an average of weeks as defined in sub-clause 4.2 and the Employee's maximum ordinary hours of work as defined in the Employee's letter of offer.

4.1.2 An Employee may refuse to work additional hours (beyond those referred to in sub-clause 4.1.1 if they are unreasonable having regard to the criteria for unreasonable hours. This includes but is not limited to any risk to employee health and safety from working the additional hours; the Employee's personal circumstances, including family responsibilities; the needs of the workplace; any notice given by the Corporation of any request or requirement to work the additional hours; and any notice given by the Employee of his or her intention to refuse to work the additional hours.

4.1.3 For the purposes of clause 4.1, the hours an Employee works in any one (1) week are taken to include any hours of leave, or absence, whether paid or unpaid, that the Employee takes in the week and that are authorised:

4.1.3.1 by the Corporation; or

4.1.3.2 by or under a term or condition of the Employee's employment, or

4.1.3.3 by or under a law of the Commonwealth or State, or an instrument in force under such a law.

4.1.4 Nothing in clause 4.1 shall be read as altering established and agreed arrangements in relation to Accrued Days Off (ADO's) or Non-Attendance Days where applicable.

4.2 OVERTIME/ADDITIONAL HOURS

4.2.1 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.

4.2.2 All Employees with an Allowance pursuant to the provisions of the Appendix to this Agreement have provision for overtime built into their salaries. For Employees not in receipt of Allowances, overtime will only be paid if approved by the relevant manager or supervisor prior to work being undertaken.

(a) Overtime 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.

4.2.3 The Employee may, by agreement with the Corporation, 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.

4.2.4 For Employees engaged under the provisions of the Appendix to this Agreement, above entitlement payments will be made for approved additional hours in relation to extraordinary events or project work as defined in the Appendix. Payments will be made at the base salary rate and in accordance with sub-clause 4.2.2 above.

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4.3 BREAKS

- 4.3.1 Where an Employee works at least five (5) continuous hours, they will be required to take a 30 minute unpaid meal break.
- 4.3.2 An Employee must have at least ten (10) hours rest between the finish of work and the commencement of the next shift.
- 4.3.3 An Employee will not be asked to complete more than twelve (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, they will be required to have a minimum break of two full days before they can be asked or allowed to work again.
- 4.3.4 Employees shall take a paid meal break of 30 minutes after not less than ten (10) hours ordinary and/or overtime, excluding meal breaks, on any one day.
- 4.3.5 Whilst on standby, where a recall or recalls to work occurs between the completion of ordinary hours of work and 12 midnight and such recall/s exceeds two (2) hours of work, an Employee shall where practicable be released from duty for a minimum of ten (10) consecutive hours without loss of pay for ordinary working time occurring during such absence. Where it is not practicable for an Employee in this situation to take a ten (10) hour break and it is agreed that the Employee may continue working, the overtime provisions of this Agreement shall apply.
- 4.3.6 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 ten (10) consecutive hours break since the cessation of normal duties then such Employee shall be released from duty for a minimum of ten (10) consecutive hours without loss of pay, provided that such recall(s) exceed(s) one hour for work in total and that if the call out is 5.00am or later, the Employee continues on duty and completes their ordinary hours for the day.
- 4.3.7 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 in accordance with the provisions of the Appendix to this Agreement.

4.4 STANDBY – GENERAL

- 4.4.1 Where required by the roster arrangements of the Appendix to this Agreement, Employees must be available to work in general standby roster arrangements as required.
- 4.4.2 When on general standby, an Employee will be immediately contactable and ensure they can respond to an event and/or return to the work location within 60 minutes.
- 4.4.3 Where an Employee is in receipt of an Allowance, provision for general standby and recall to duty within 60 minutes has been built into the Allowance.
- 4.4.4 Employees not in receipt of an Allowance pursuant to the Appendix of this Agreement 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 rate of Band C3 in clause 6.1.1 of this Agreement.
 - (b) Overnight and the next day shall be paid for two hours at the rate of Band C3 in clause 6.1.1 of this Agreement.
 - (c) Overnight and the next day and night until the commencement of work after the next day shall be paid for three hours at the rate of Band C3 in clause 6.1.1 of this Agreement.
- 4.4.5 Employees not in receipt of an Allowance pursuant to the Appendix of this Agreement who are recalled to duty whilst 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;

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- (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.

4.5 STANDBY – IMMEDIATE

- 4.5.1 Where the Corporation requires an Employee to be on immediate standby, the Employee will be immediately contactable and ensure they can respond to any event in the most appropriate manner within 10 minutes.
- 4.5.2 Employees must be available to work in Standby Rosters established by their individual work units.
- 4.5.3 Employees not in receipt of an Allowance pursuant to the Appendix to this Agreement, or an Employee in receipt of an Allowance which does not include immediate standby, and who agrees to undertake Immediate Standby or Employees required to undertake more Immediate Standby events than the agreed roster shall be paid:
 - (a) Overnight until the commencement of work the next day shall be paid for one and one half hours at the rate of Band C3 in clause 6.1.1 of this Agreement.
 - (b) Overnight and the next day shall be paid for three hours at the rate of Band C3 in clause 6.1.1 of this Agreement.
 - (c) Overnight and the next day and night until the commencement of work after the next day shall be paid for four and one half hours at the rate of Band C3 in clause 6.1.1 of this Agreement.
- 4.5.4 A day in lieu will be granted to compensate for undertaking Immediate Standby on a public holiday when not rostered on duty.
- 4.5.5 Electrical/Automation Employees:

Whilst on the standby roster the requirements for Electrical/Automation Employees within Bands A, B and C are as follows:

- (a) Immediate standby during the Irrigation season;
- (b) General standby during the non-Irrigation season;

4.6 STANDBY PROVISIONS – DAMS EMPLOYEES

- 4.6.1 The provisions of this sub-clause are applicable to Dams Employees only and apply to those Employees to the exclusion of sub-clauses 4.4 and 4.5 above
- 4.6.2 Employees must be available to work in Standby Rosters established by the work unit and agreed to by the Manager.
- 4.6.3 An annual Immediate Standby Allowance per nominated storage shall be paid for 10 minute recall to those Employees in the Immediate Standby roster. This annual Allowance will be equivalent to 11% of the Band level C3 of clause 6.1.1 of this Agreement and is in addition to the General rate of Standby that is included in the table shown at sub-clauses 7.8 and 7.9 of the Appendix. The annual Immediate Standby Allowance will be shared equally by the number of persons on the roster.
- 4.6.4 Recall time will be determined by Dam Safety requirements and will be reviewed on a storage by storage basis as part of the Dam Safety requirements and the Dam Safety Emergency Management Plan Review process.
- 4.6.5 The recall requirements at storages shall be as follows, unless otherwise determined:

60 Minutes Recall (General Standby) Storages

Lake Buffalo outside irrigation season, Tullaroop, Laanecoorie, Newlyn, Hepburn's Lagoon, Lake Nillahcootie, Waranga Basin, Lake William Hovell, Stuart Murray and Cattanach Canals, Mildura Weir, Mokoan and Lake Eppalock

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- 4.6.6 When on Immediate Standby, the Employee will reside at locations such that they can return to the storages specified below within 10 minutes.

10 Minute Recall (Immediate Standby) Storages

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

4.7 STANDBY PROVISIONS – DIVERSIONS INSPECTORS

- 4.7.1 The provisions of this sub-clause are applicable to Diversions Inspectors only and apply to those Employees to the exclusion of sub-clauses 4.4 and 4.5 above.
- 4.7.2 The general standby roster cycle will be ten weeks. If a Diversions Inspector works more than the agreed roster cycle on standby then they shall be paid for the additional work in the same manner as those Employees on a Base level Band salary.
- 4.7.3 If a Diversions Inspector whilst on standby is recalled to duty, the return to work location shall be the office of that Inspector. The Employee shall be paid for any additional work in accordance with clause 4.2 of the Enterprise Agreement.

4.8 RECALL TO DUTY

- 4.8.1 An Employee not in receipt of an Allowance pursuant to the Appendix of this Agreement, who is recalled to duty after completing their normal duties when not on standby, shall be paid for a minimum of three hours work at the overtime rate prescribed by this Agreement.
- 4.8.2 The employee shall have a reasonable right of refusal.

4.9 SHIFT ALLOWANCES

Employees not in receipt of an Allowance or whose allowance does not include a component for shift work, pursuant to the Appendix to this Agreement, required by the ordinary work cycle to perform ordinary hours of work on an afternoon or night shift shall be paid an Allowance as follows:

- (a) An additional 15% in addition to the Employee's ordinary (base) rate for all ordinary time worked on a rostered afternoon shift.
- (b) An additional 30% in addition to the Employee's ordinary (base) rate ordinary time worked on a rostered night shift.

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**PART 5: REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS AND FAMILY
CONSIDERATIONS**

- 5.1 An Employee who is a parent, or has responsibility for the care of a child may request the Corporation for a change in working arrangements to assist the Employee to care for the child if the child is under school age, or is under 18 and has a disability.
- 5.2 An Employee is not entitled to make the request unless:
- (a) the Employee (other than a casual Employee) has completed at least 12 months of continuous service with the Corporation immediately before making the request; or
 - (b) in the case of a casual Employee, the Employee:
 - (i) has been employed for 12 months or more immediately before making the request, and
 - (ii) has a reasonable expectation of continuing employment by the Corporation on a regular and systematic basis.
 - (c) A request under this clause must be in writing and set out details of the change sought and the reasons for the change.
- 5.3 The Corporation shall give the Employee a written response to the request within 21 days, stating whether the Corporation grants or refuses the request. The Corporation may refuse the request only on reasonable business grounds and if the request is refused, the written response shall include details of the reasons for the refusal.
- 5.4 The provisions of Part 5 of this Agreement are not intended to apply to the exclusion of laws of a State or Territory that provide Employee entitlements in relation to flexible working arrangements, to the extent that those entitlements are more beneficial to Employees than the entitlements under this Agreement.
- 5.5 Notwithstanding the conditions applicable in clause 5.1, any Employee who is subject to a genuine domestic or family commitment on either a temporary or long term basis may make an application for a change to their annual hours of work and or leave entitlements for periods including but not necessarily limited to school holidays pursuant to this clause, provided that the Corporation will not be obliged to provide written reasons for its position as required by sub-clause 5.3.
- 5.6 Where an Employee with a child less than 15 years of age is required to work outside their normal hours of work and less than 24 hours notice of the requirement to work those hours has been given, childcare expenses (where applicable) shall be reimbursed at the rate of \$12.00 per hour, following sighting and endorsement by the line manager of a signed receipt. This rate will be indexed annually in line with the CPI for Melbourne.
- 5.7 Provided reasonable notice is given, an Employee may request short term leave of up to three hours during ordinary working hours for genuine family or domestic reasons. The Corporation may consent to such a request and if it does so the Employee will be required to make up those hours at a later and reasonable time.
- 5.8 The Corporation shall take a positive approach to written requests for flexible working arrangements from employees to assist with the transition to retirement, including requests for reduced hours. The Corporation shall provide the Employee who makes such a written request, a response within 21 days, stating whether the Corporation grants or refuses the request, based on business work unit requirements.

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PART 6: REMUNERATION AND BENEFITS

6.1 RATES OF PAY

6.1.1 An Employee's minimum rate of pay which includes leave loading will be the rate prescribed herein for the classification in which the Employee is employed, as follows:

All Rates of Pay as at 1 August 2010

	Level 1	Level 2	Level 3	Level 4
Band A	\$40,531	\$42,558	\$44,686	\$46,920
Band B	\$49,156	\$51,613	\$54,194	\$56,905
Band C	\$59,611	\$62,592	\$65,724	\$69,008
Band D	\$72,296	\$75,910	\$79,706	\$83,690
Band E	\$85,490	\$88,302	\$92,661	
Band F	\$100,271	\$104,395	\$109,446	

6.1.2 The Appendix to this Agreement provide for annualised Allowances for certain employees covered by the Appendix. The Allowances described in the Appendix are paid in addition to the base salary rates as provided in this clause and are similarly increased on an annual basis as provided in sub-clauses 6.2.1 and 6.2.2.

6.1.3 Wages will be paid fortnightly by electronic funds transfer to an account nominated by the Employee.

6.1.4 The Corporation may make deductions from the Employee's pay as requested in writing and authorised by the Employee.

6.2 WAGE INCREASES

6.2.1 The rates of pay as set out in sub-clause 6.1.1 above and the Allowances in the Appendix to this Agreement will be similarly adjusted each year by the percentages set out in clause 6.2.2.

6.2.2 (a) On and from 1 August 2010 by 4% (as included in the table at sub-clause 6.1.1 and in the Appendix salary tables)

(b) On and from 1 August 2011 by 4%.

(c) On and from 1 August 2012 by 4%.

(d) On and from 1 August 2013 by 4%.

6.2.3 Where FWA grants an increase to the classification of work covered by this Agreement, or where the creation of a Modern Award results in new rates of pay, the rates in this Agreement will be varied from the operative date of that decision to ensure that they meet these minimum standards for the Employee's classification of work as defined by the Act.

6.3 BAND PROGRESSION AND CLASSIFICATION REVIEW

6.3.1 Employees shall generally commence employment in the applicable Band at Level 1. For operational reasons, the Corporation may at its discretion decide that an Employee may commence above Level 1, following approval from the Organisational Development Division. Employees with trade qualifications and employed for such qualifications will commence at Band B Level 1.

6.3.2 Progression from one level to the next within each Band is not automatic and will be determined within the context of the performance management system which currently utilises the Balanced Scorecard methodology. An Employee will be eligible for band progression upon demonstrated achievement of the performance criteria as set out in the Employee's individual balanced scorecards. Band progression for all eligible Employees will take effect on the anniversary dates of the Employee's employment.

6.3.3 Employees will generally spend a minimum of one year at each level, but the Corporation may vary that if it deems it necessary and arising out of the final assessment criteria in the performance management review, which is currently the Balanced Scorecard methodology.

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- 6.3.4 Promotion from one band to the next is not automatic and will be dependent upon a suitable vacancy being filled using the principles of merit.
- 6.3.5 Unless otherwise provided in sub-clauses 6.3.1 to 6.3.4 above, established band progression criteria will be followed.

6.4 POSITION DESCRIPTION REVIEW

- 6.4.1 An Employee will be provided with a copy of the current position description upon being appointed to a new position.
- 6.4.2 Individual Position Descriptions shall be reviewed and amended if required as part of the Employee's annual performance management review, which is currently the Balanced Scorecard methodology.
- 6.4.3 An Employee of the view that they are performing additional duties of a more complex nature on a regular basis above and beyond the duties detailed in their current position description may request a position description review. A request for such review must be submitted in writing to the Employee's line manager; clearly outlining the reasons for the review. The review will be undertaken by the line manager, who shall advise the Employee of the outcome of this review within 28 days of the written request being received. The opportunity to submit such a request can be made no more than once in a 12 month period.
- 6.4.4 A majority of Employees in a work unit, where there is a generic position description in operation, may request that the subject generic position description of that group of Employees be reviewed. A request for such review must be submitted in writing to the Employee's line manager; clearly outlining the reasons for the review. The review will be undertaken by the line manager and/or General Manager/s in consultation with affected Employees and their representatives. Employees shall be advised of the outcome of this review within three (3) months of the written request being received. The opportunity to submit such a request can only be made once in the life of this Agreement.

6.5 HIGHER DUTIES

Where an 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 their ordinary rate per Band for each full day and may only be performed for a maximum period of three (3) months. That period may be extended by a further period of up to three months with the approval of the General Manager Organisational Development. The Corporation and Employee may agree on a partial level of payment appropriate to the duties and responsibilities to be undertaken where the Employee is not performing the full functions of the higher classification.

6.6 PERSONAL EXPENSES

6.6.1 Meals, Accommodation and Incidentals

- (a) Employees who are required to stay away overnight from their normal residence, on short term and ad hoc basis, where accommodation and meals are not provided, will be reimbursed for meals, accommodation and incidental expenses to the actual cost incurred on production of appropriate identified receipts and not beyond the maxima provided, in accordance with the expenses schedule outlined below. Wherever possible the Corporation shall arrange the relevant accommodation.
- (b) Employees who are not staying away overnight but because of work, meetings or travel time cannot return home prior to 8.00pm may, with formal authorisation, purchase an evening meal after 8.00pm and be reimbursed the cost of the meal on the production of an appropriate receipt.
- (c) In circumstances where receipts for accommodation and meals are produced where the accommodation expense exceeds the maximum limit but the meals Allowance does not, and the combined total of the meals and accommodation receipts does not exceed the maxima allowed, the Employee's manager may approve payment.

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6.6.2 Accommodation

When an Employee is required to stay overnight at a location other than the Employee’s normal residence and no accommodation is provided, the Employee may be reimbursed reasonable accommodation expenses incurred, on production of proof of payment provided that the maximum limits of the expenses schedule outlined below are not exceeded. Wherever possible, the Corporation will book accommodation in advance.

6.6.3 Incidentals

Employees who are required to stay away overnight from their normal residence, where accommodation and meals are provided, shall be reimbursed for related incidental expenditure on production of appropriate receipts and to the value of those receipts in accordance with the expenses schedule outlined below. The expenses schedule shall be increased in August of each year in line with the Consumer Price Index for Melbourne for the preceding 12 month period.

6.6.4 Expenses Schedule

Reimbursement on production of a paid tax invoice or a receipt.

Meals Schedule (maxima)	Breakfast	Lunch	Dinner
Capital City			
9 Aug 2009 to 8 Aug 2010	\$22.00	\$37.00	\$50.00
Country			
9 Aug 2009 to 8 Aug 2010	\$20.00	\$30.00	\$41.00

Accommodation Schedule Maximum limits.	Capital Cities	Country
9 Aug 2009 to 8 Aug 2010	\$208	\$162

Incidentals Schedule (maxima)	Incidentals
9 Aug 2009 to 8 Aug 2010	\$16.50

6.7 TRAVEL AND EXCESS/DISADVANTAGE TRAVEL TIME

6.7.1 Where an Employee is temporarily required to commence and complete work at a location other than the normal designated work location, the Employee shall be either:

- (a) Provided with transport; or
- (b) Reimbursed as per Clause 6.6.1 Personal Expenses– Incidental Expenses, including approved transport fares; or
- (c) The Corporation may agree that an Employee uses a private and comprehensively insured, registered and roadworthy vehicle. In such a case the Employee shall be paid an Allowance equal to the amount designated for claims by the Australian Taxation Office.

6.7.2 As a general rule the total hours worked should not exceed nine (9) hours per day (excluding lunch breaks and including excess travel). Therefore, the travel time an employee would normally undertake to their normal designated work location is not included in this nine (9) hour day. In the event that any additional travel time would result in a greater than a nine (9) hour day, the travel time shall be deducted from time on the work site such that the limit of nine (9) paid hours per day is not exceeded.

6.7.3 If the employee incurs additional travelling time, the Employee shall be paid at the ordinary rate for this excess time, or by agreement, be granted time in lieu. Payment and time in lieu will be calculated in 15 minute incremental blocks.

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6.7.4 By mutual agreement, the Corporation may enter into arrangements with Employees for adjusted work hours and the provision of transport for travel to such worksites as a substitute for this sub-clause.

6.8 RELOCATION

6.8.1 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 including legal expenses, estate agents commission, stamp duty, registration fees, selling and purchasing of a comparable residence, including compensation for market differentials, and the depreciation of furniture and fittings. All new Employees must sign a Relocation Covenant (12 months for Australian resident and two years for overseas recruits) to access Relocation assistance.

6.8.2 The Corporation may agree to reimburse the actual and reasonable costs of temporary accommodation and meals where the Employee is unable to obtain a suitable residence at the new location.

6.9 WORKER'S COMPENSATION MAKE-UP PAY

If an Employee sustains personal injury arising out of or in the course of the discharge of his or her duties which results in acceptance of a worker's compensation claim and liability by Goulburn-Murray Water's Worker's Compensation Insurer, and the worker is entitled to weekly compensation payments under the *Accident Compensation Act 1985*, the Corporation will, for all new claims for worker's compensation, make full payments for a maximum of 52 weeks from the date of injury, as follows:

- (a) For the first 52 weeks include average overtime earnings calculated over the 12 months preceding the relevant injury, or, if the worker commenced employment less than 12 months prior to their injury, the duration of their employment with the Corporation;
- (b) Thereafter compensation payment will be in accordance with the *Accident Compensation Act 1985*. No leave entitlement shall be accrued after 52 weeks under this clause

6.10 ALLOWANCES

6.10.1 Where applicable to the work performed by an Employee, the Allowances in the Appendix to this Agreement shall be paid in addition to the wages payable under this Agreement.

6.10.2 Allowances will be adjusted annually by the same percentage increase as applicable under the annual wage increases provided in this Agreement.

6.10.3 An Employee who is rostered to perform ordinary hours on a public holiday but who is granted leave in respect of that day or An Employee whose rostered day off falls on a public holiday observed in accordance with this Enterprise Agreement shall be granted one day's leave in lieu of such holiday.

6.10.4 The ordinary work cycle of Employees shall provide a minimum period of ten (10) hours break between the completion of ordinary hours of work on one day and the commencement of ordinary hours of work on the next.

6.10.5 Afternoon and/or night work shall mean a period of ordinary hours of work that commences and/or finishes between 7.00pm and 6.30am on the next weekday.

6.11 SUPERANNUATION

6.11.1 Corporation funded superannuation contributions will be made in accordance with the relevant federal legislation to a fund nominated by an Employee that complies with the relevant federal legislation.

6.11.2 If an Employee does not elect a superannuation fund, the Corporation default fund, which is currently Vision Super, will apply.

6.11.3 The Allowances specified in the Appendix to this Agreement are treated as salary for the purposes of superannuation payments by the Corporation.

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6.12 SUPERANNUATION SALARY SACRIFICE

- 6.12.1 An Employee may with the Corporation's agreement elect to have some of their before tax salary ("**Sacrificed Amount**") paid into a fund nominated in Clause 6.11.1. The fund must be capable of accepting the Sacrificed Amount.
- 6.12.2 The Sacrificed Amount nominated in this clause must not exceed that permitted by relevant tax or superannuation legislation and shall be agreed in writing. An Employee may apply to vary the Sacrificed Amount or terminate this arrangement on no more than two (2) occasions every year.
- 6.12.3 An Employee shall continue to be entitled to the following benefits based on their salary and in accordance with this Agreement before the sacrificed amount is deducted:
- (a) Paid Leave
 - (b) Any entitlement derived from their Ordinary Rate of Pay
 - (c) Corporation superannuation guarantee contributions
 - (d) Termination benefits (including notice and severance pay)
 - (e) Allowances
- 6.12.4 The Sacrificed Amount is in substitution for benefits that the Employee would otherwise be entitled to under this Agreement.

6.13 OVERPAYMENT AND EMPLOYEE DEBT

- 6.13.1 In the event that the Corporation overpays an Employee, the Employee agrees that the Corporation may recover that overpayment by agreed equal instalments over a period not exceeding six (6) months. The Employee and Corporation may agree to a shorter or longer period in writing.
- 6.13.2 Where an Employee's employment is terminated and as at the date of termination there is an overpayment of wages, the Employee agrees that the Corporation may off set that overpayment against any wages or entitlements that the Corporation owes the Employee upon termination.

6.14 VEHICLE AND OTHER EQUIPMENT USE

6.14.1 Vehicles

- (a) Employees may be required to use a Corporation vehicle for work related purposes. For any use of a Corporation vehicle, the applicable policies must be observed. Some employees may be provided with use of a Corporation vehicle for private purposes; these Employees shall be required to assent to the prevailing Agreement for Private Use of Motor Vehicle.

6.14.2 Other Equipment Use

- (a) An Employee may seek to have compensation paid for any item of personal equipment damaged or lost at work. Consideration for compensation will occur only where prior approval has been granted for use of the personal equipment at work. Compensation would be paid at replacement of equal value and would be limited to required tools of trade and occasional or special equipment such as cameras and calculators, similarly required for use at work.
- (b) An Employee may seek compensation payment for damage to personal (non- Corporation provided) clothing which occurs at work. However, compensation will not be considered for normal wear and tear or accidental breakage of items not directly related to a work task or for damage or loss of personal items not required at work. Compensation will not be paid for damage or loss of mobile phones.

PART 7: LEAVE

7.1 ANNUAL LEAVE

7.1.1 Application

This clause applies to Employees other than casual Employees, except as may be varied by Annual Leave provisions within the Appendices to this Agreement.

7.1.2 Entitlement To Annual Leave

7.1.2.1 For each year of service an Employee is entitled to four (4) weeks of paid annual leave

7.1.2.2 An Employee's entitlement to paid annual leave accrues progressively according to the Employee's ordinary hours of work, and it accumulates from year to year.

7.1.2.3 If an Employee's employment ends, an Employee accrues paid annual leave up to when the employment ends, being the Employee's last day of service.

7.1.2.4 If an Employee takes a period of paid annual leave, the Corporation will deduct the hours taken from the Employee's accrued annual leave.

7.1.2.5 If, when the employment of an Employee ends, the Employee has a period of untaken annual leave, the Corporation will pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

7.1.3 Taking Paid Annual Leave

7.1.3.1 Paid annual leave may be taken for a period agreed between an Employee and the Corporation.

7.1.3.2 The Corporation shall not unreasonably refuse to agree to a request by an Employee to take paid annual leave.

7.1.3.3 Annual leave accrued during the current calendar year should be taken by the Employee prior to the completion of the following calendar year. The Employee must seek approval if the Employee wishes to accumulate excess annual leave beyond these limits.

7.1.3.4 Where the Employee has accrued the equivalent of eight (8) weeks or more of annual leave, the Corporation may direct the Employee to take their annual leave. The Employee shall be given at least four (4) weeks written notice requiring the Employee to take sufficient leave to reduce the remaining annual leave balance to a maximum of no more than four (4) weeks.

7.1.4 Employee Not Taken To Be On Paid Annual Leave At Certain Times

7.1.4.1 If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday. That day is taken to be a paid public holiday, provided that the Employee would have otherwise worked on that day.

7.1.4.2 If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, or a period of absence from employment for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

7.1.5 Payment For Annual Leave

If an Employee takes a period of paid annual leave, the Corporation shall pay the Employee at the Employee's Ordinary Rate of Pay for what would have been the Employee's ordinary hours of work in the leave period.

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7.2 PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

7.2.1 Entitlement to Paid Personal/Carer's Leave

7.2.1.1 For each year of service with the Corporation, an Employee, other than a casual Employee, is entitled to fifteen (15) days of paid personal/carer's leave per annum. A day means a day on which an Employee would have normally worked, and in respect to that day the number of ordinary hours that the Employee would have normally worked.

7.2.1.2 An Employee's entitlement to paid personal/carer's leave accrues progressively according to the Employee's ordinary hours of work, and accumulates from year to year.

7.2.1.3 If in accordance with this clause an Employee takes a period of paid personal/carer's leave, the Corporation shall pay the Employee at the Employee's Ordinary Rate of Pay for the Employee's ordinary hours that would have normally been worked in the period.

7.2.2 Taking Paid Personal/Carer's Leave

7.2.2.1 An Employee may take paid personal/carer's leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee, or
- (b) to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of a personal illness, or personal injury, affecting the member; or for an unexpected emergency affecting the member.

7.2.3 Notice and Evidence Requirements

7.2.3.1 An Employee must give the Corporation notice of the intended taking of leave under this clause. The notice must be given to the Corporation as soon as practicable (which may be a time after the leave has started), and the Employee must advise the Corporation of the period, or expected period, of the leave.

7.2.3.2 An Employee who has given the Corporation notice of the taking of paid personal/carer's leave shall be required to produce a medical certificate or statutory declaration setting out the reason for the absence, for any absence taken for personal/carer's leave as set out in sub-clause 7.2.3.3 below

7.2.3.3 An Employee may be required to produce satisfactory medical or other approved evidence in the following circumstances:

- (i) for all absences in excess of three (3) consecutive days;
- (ii) for all absences where five (5) uncertified days personal/carer's leave have been taken for the year;
- (iii) if the employee has been absent on a long period of sick leave and is to undergo sick leave case management as determined by policy.
- (iv) if an Employee is ill on an accrued day off (ADO), personal/carer's leave may be used to cover such illness provided a medical certificate or statutory declaration is provided as evidence. The ADO may be taken subsequently at an agreed later date.

7.2.3.4 Failure to provide a medical certificate, a statutory declaration or other form of reasonable evidence to the satisfaction of the Corporation as applicable may result in non-payment of personal/carer's leave. In such cases the time away from work will be regarded as an unauthorised absence.

7.2.4 Absence on Public Holidays

If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

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7.2.5 Payment for Paid Personal/Carer's Leave

7.2.5.1 If, in accordance with this clause, an Employee takes a period of paid personal/carers leave, the Corporation shall pay the Employee at the Employee's Ordinary Rate of Pay for what would have normally been the Employee's ordinary hours of work in that period.

7.2.5.2 Paid personal/carers leave cannot be cashed out.

7.2.6 Entitlement to Unpaid Carer's Leave

An Employee who does not have an entitlement to paid carer's leave is entitled to three days of unpaid carer's leave for each occasion (a **permissible occasion**) when a member of the Employee's Immediate Family, or a member of the Employee's household, requires care or support because of a personal illness, or personal injury, affecting the member, or an unexpected emergency affecting the member.

7.2.7 Taking Unpaid Carer's Leave

7.2.7.1 An Employee may take unpaid carer's leave if the leave is taken to provide care or support as referred to in sub-clause 7.2.2.

7.2.7.2 An Employee may take unpaid carer's leave for a particular permissible occasion as a single continuous period of up to two (2) days; or any separate periods to which the Employee and the Corporation agree.

7.2.7.3 An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carers leave.

7.2.7.4 The notice and evidence requirements of sub-clause 7.2.3 must be complied with.

7.2.8 Compassionate Leave (other than for casual Employees)

An Employee is entitled to up to three (3) days of paid compassionate leave for each occasion (a **permissible occasion**) when a member of the Employee's Immediate Family or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life, or
- (c) dies

7.2.9 Taking Compassionate Leave

7.2.9.1 An Employee (including a casual Employee) may take compassionate leave if the leave is taken:

- (a) to spend time with the member of the Employee's Immediate Family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in this clause, or
- (b) after the death of the member of the Employee's Immediate Family or household referred to in this clause.

7.2.9.2 An Employee may take compassionate leave for a particular permissible occasion as a single continuous three day period; or as separate periods amounting to three days in all, or

7.2.9.3 If the leave is taken upon the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

7.2.9.4 The casual Employee is not entitled to any payment for the period of non-attendance.

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7.2.10 Payment for Compassionate Leave (other than for casual Employees)

If, in accordance with this clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Corporation shall pay the Employee at the Employee's Ordinary Rate of Pay for what would have normally been the Employee's ordinary hours of work in the period.

7.2.11 Notice and Evidence Requirements

7.2.11.1 An Employee must give the Corporation notice of the need to take compassionate leave. The notice must be given to the Corporation as soon as practicable (which may be a time after the leave has started), and must advise the Corporation of the period, or expected period, of the leave.

7.2.11.2 The Corporation will require the Employee to provide evidence to its satisfaction to support the taking of compassionate leave.

7.2.12 Non Compliance with Evidence and/or Notice Obligations

Failure to provide the required notice or the evidence as required by this clause may result in non-payment of personal/carers leave or compassionate leave. In such cases the time away from work will be regarded as an unauthorised absence.

7.3 PUBLIC HOLIDAYS

7.3.1 Entitlement to be Absent from Employment on a Public Holiday

7.3.1.1 An Employee is entitled to be absent from their employment on a day or part-day that is a public holiday, provided that the Employee's roster or the normal operation of the Corporation (or the practice of allocating work) does not include requiring the Employee to work on a public holiday.

7.3.1.2 Where the Employee's roster and the normal operation of the Corporation (or the practice of allocating work) do include work on a public holiday, the Corporation may require the Employee to work on a public holiday.

7.3.2 Meaning of Public Holiday

7.3.2.1 Where the nature of employment of Employees permits the observance of public holidays as they occur, Employees (other than casual Employees) shall be entitled to the following holidays without loss of pay:

7.3.2.2 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day.

7.3.2.3 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

7.3.2.4 When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.

7.3.2.5 When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.

7.3.2.6 When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

7.3.3 Melbourne Cup Day Substitution

Where, outside the Melbourne Metropolitan area, a public holiday is proclaimed in that municipality for the observance of local events, that day will be observed as a public holiday in lieu of Melbourne Cup Day.

7.3.4 Additional or Substituted Public Holidays

Where in the whole or part of the State of Victoria, additional or substituted public holidays are declared or prescribed on days other than those set out above, those days shall constitute additional or

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substituted holidays for the purpose of this Agreement for Employees who have their place of principal employment in a municipality to which the additional or substituted public holiday applies.

7.3.5 Substitution of Public Holiday

The Corporation and the Employee may agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday because of this clause.

7.3.6 Payment for Absence on Public Holiday

7.3.6.1 If an Employee is absent from work on a day or part-day that is a public holiday and that day would normally have been a day on which the Employee worked ordinary time, the Corporation shall pay the Employee at the Employee's Ordinary Rate of pay for the Employee's ordinary hours of work on the day or part-day.

7.3.6.2 If the Employee does not have ordinary hours of work that would have normally fallen on the day that is the public holiday, the Employee is not entitled to payment for that day.

7.4 LONG SERVICE LEAVE

Long Service Leave will be administered in accordance with the *Water (Long Service Leave) Regulations 2001*.

- (i) An Employee who has completed ten (10) years service shall be entitled to three (3) months paid long service leave and shall be entitled to a further 1.5 months paid leave for each additional period of five (5) years continuous service.
- (ii) An Employee who completes seven (7) years of continuous service shall be entitled to long service leave on a pro rata basis. This provision shall apply in the case of an Employee who resigns their employment with the Corporation and then re-commences work with the Corporation within a period of no more than twelve (12) months.
- (iii) Long Service Leave shall be taken at times appropriate to the needs of the Corporation after consideration of the Employee's views.
- (iv) Any public holiday that occurs during the period of Long Service Leave shall not be regarded as part of that leave.
- (v) Where the Employee would otherwise be entitled to paid personal/carers leave or compassionate leave whilst the Employee is on Long Service Leave and upon production of a medical certificate or other appropriate evidence, the aforementioned leave shall not be regarded as part of the Long Service Leave.
- (vi) An Employee may request and the Corporation will consider, dependent on Corporation needs, Long Service Leave being taken at half pay, with the period of leave being consequently doubled or double pay, with the period of leave consequentially halved.
- (vii) Long Service Leave may be taken in blocks of five (5) working days, with the minimum period to be taken being five (5) working days.

7.5 PARENTAL LEAVE AND RELATED ENTITLEMENTS

The provisions for Parental Leave and related entitlements are set out in Schedule 1.

7.6 COMMUNITY SERVICE LEAVE, INCLUDING JURY SERVICE AND VOLUNTARY EMERGENCY ACTIVITY

7.6.1 Entitlement to be Absent from Employment for engaging in Eligible Community Service Activity

An Employee who engages in an eligible community service activity is entitled to be absent from their employment for a period if:

7.6.1.1 the period consists of one or more of the following:

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- (a) time when the Employee engages in the activity;
- (b) reasonable travelling time associated with the activity;
- (c) reasonable rest time immediately following the activity;

7.6.1.2 Unless the activity is for jury service – the Employee's absence is reasonable in all the circumstances.

7.6.2 Meaning of *Eligible Community Service Activity*

7.6.2.1 Each of the following is an ***eligible community service activity***:

- (a) jury service (including attendance for jury selection) that is required by law;
- (b) a voluntary emergency management activity,
- (c) an activity prescribed in regulations of the Act.

7.6.2.2 An Employee engages in a ***voluntary emergency management activity*** if, and only if:

- (a) the Employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the Employee engages in the activity on a voluntary basis; and
- (c) the Employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (d) either; the Employee was requested by or on behalf of the body to engage in the activity, or it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

7.6.2.3 A ***recognised emergency management body*** is:

a body, or part of a body, that has a role or function under a plan prepared by the Commonwealth, a State or a Territory for coping with emergencies and/or disasters; and is:

- (a) a fire-fighting, civil defence or rescue body, or part of such a body; or
- (b) any other body, or part of a body, a substantial purpose of which involves:
 - (i) securing the safety of persons or animals in an emergency or natural disaster; or
 - (ii) protecting property in an emergency or natural disaster; or
 - (iii) otherwise responding to an emergency or natural disaster; or
 - (iv) a body or part of a body, prescribed by the regulations in the Act.

7.6.3 Notice and Evidence Requirements

An Employee who requests an absence from their employment to be covered by this clause must give the Corporation notice of the absence. The notice must be given to the Corporation as soon as practicable (which may be a time after the absence has started), and must advise of the period, or expected period, of the absence. Reasonable evidence must also be provided that the absence is because the Employee has been, or will be engaging in, an eligible community service activity.

7.6.4 Payment to Employees (other than Casuals) on Jury Service

7.6.4.1 An Employee who is required for Jury Service must notify the Corporation promptly of the date on which the service is to start.

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7.6.4.2 An Employee required to serve as a Juror in any Court shall be entitled to leave with pay for the period of Jury Service. The Employee shall be required to reimburse the Corporation any Jury Service fee received from the Court.

7.6.4.3 If an Employee is required for Jury Service while on annual leave or long service leave or paid parental leave, at the Employee's request and on production of satisfactory evidence, the Corporation will credit the employee with an amount of that leave equal to the time spent on jury service.

7.6.4.4 An Employee must use accrued leave or leave without pay as per the conditions of this Agreement, to attend court on matters unrelated to the Corporation's business.

7.6.5 Payment to Employees on Eligible Community Service Activity (other than Jury Service)

An Employee who has an entitlement to be absent from employment for engaging in Eligible Community Service Activity as defined in this clause shall be released from their normal duties without loss of salary.

7.7 STUDY LEAVE AND REIMBURSEMENT OF FEES

- (a) The Corporation may grant leave of absence with pay to an Employee 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.
- (b) When requesting study leave the Employee must clearly define the requirements of the study; including 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. Regard shall be had to the arrangements which can reasonably be made for apportioning attendance at lectures and tutorials between times inside and outside working hours. In special circumstances, the Corporation may grant leave for such longer period as is deemed necessary or may grant leave of absence either without pay or on a time in lieu basis.
- (d) In addition to (b) above, the Corporation may approve up to one week's leave with pay to an Employee 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.
- (e) An Employee may use their annual leave entitlement for any extra time they may deem necessary for study or like activities.
- (f) The Corporation shall grant study leave and travel time with pay to an Employee 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.
- (g) After a minimum period of twelve months the Corporation may revoke any study leave granted in the event of unsatisfactory progress, including not granting leave to repeat subjects.
- (h) The Corporation may reimburse Australian Taxation Office- defined "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 pursuant to this clause. Such reimbursement shall only be on the production of evidence that satisfactory progress is being made each year in the approved course.

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Where an Employee receives paid study leave, the amount of fees reimbursed under sub clause (h) above 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.

7.8 DEFENCE FORCE LEAVE AND SPECIAL SICK (WAR/PEACE KEEPING SERVICE) LEAVE

- 7.8.1 Defence force leave will be administered in a manner consistent with the *Defence Force Reserve (Protection) Act 2001*. 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.
- 7.8.2 In addition leave without pay may be granted, in blocks of five days to an Employee member of the Australian Defence Force Reserve who is required to participate in additional continuous Defence service, consistent with the Employer Support Provisions of the Australian Defence Force. If during that additional period of leave without pay the Employee does not receive a salary equal to that while employed by the Corporation, the Corporation shall pay the difference between the two.
- 7.8.3 An Employee who requires leave under this clause shall submit a written application to the Corporation for approval and shall provide satisfactory evidence of attendance at the activity for which the leave was granted.
- 7.8.4 An Employee who is required to undertake a period of service with the Australian Defence Force, in addition to those specified in sub-clauses 7.8.2 to 7.8.3 hereof, may be granted leave without pay, to a maximum of six months for the period of time that such services are required.
- 7.8.5 Where an Employee is serving with the Defence Forces and sustains an injury or contracts an illness necessitating an absence from work from the Corporation, additional leave may be granted as follows:
- (i) If not paid compensation by the relevant government Department in respect of such absence, the Employee will be granted personal leave.
 - (ii) If the amount of compensation paid is less than the amount of pay which would have been received had the Employee been granted personal leave, the Employee will be granted leave without pay.
 - (iii) If the Employee is paid compensation and the amount is less than the amount of pay which would otherwise have been received if the Employee had been granted personal leave, the Employee will 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.
- 7.8.6 Where the Corporation is satisfied that the illness of an Employee with at least 6 months service is directly attributable to or is aggravated by the Employee's service in any war in which Australian service people are or have been officially engaged (including Australian Government Peace-Keeping activities), the Employee shall be granted additional sick leave and special consideration in accordance with all established precedence and practices at the Corporation.

7.9 REHABILITATION LEAVE

In conjunction with its Occupational Health and Safety Procedures, the Corporation will provide up to five days paid leave for an Employee to participate in approved rehabilitation programs and counselling associated with drug, gambling, alcohol or smoking addiction. Participation in such programs may be initiated by the Employee or required by the Corporation where the Corporation believes on the balance of probabilities that an Employee is affected by drug or alcohol addiction.

7.10 LEAVE FOR MUNICIPAL COUNCIL ACTIVITIES

Provided that the Corporation is satisfied there is no conflict of duty, an Employee may be granted leave without pay of three hours per week to attend to their duties as an elected mayor or three hours per fortnight to attend to their duties as an elected Councillor of a municipal council. Applications for further leave without pay shall be determined by the Corporation at its discretion and subject to operational requirements.

7.11 SPECIAL LEAVE

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

7.12 UNPAID LEAVE

- 7.12.1 The Corporation may approve additional unpaid leave for any purpose approved by the Corporation and which is not otherwise dealt with in this Agreement. Unpaid leave will not break continuity of service, but the unpaid leave will not count as service for the purpose of paid leave accruals or other service related entitlements.
- 7.12.2 Except where special circumstances apply and approval is given by the Organisational Development Division, leave without pay shall only be granted where all available leave with pay entitlements, other than personal/carer's leave, have been utilised.
- 7.12.3 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.

7.13 LEAVE FOR BLOOD DONATION

An Employee may take a maximum of three hours paid leave for the purpose of donating blood, provided one week's notice is given on up to four occasions within a twelve month period.

PART 8: TERMINATION OF EMPLOYMENT

8.1 REQUIREMENT FOR NOTICE OF TERMINATION OR PAYMENT IN LIEU

8.1.1 The Corporation shall not terminate an Employee's employment unless the Corporation has given the Employee written notice of the day of the termination (which cannot be before the day the notice is given).

8.1.2 The Corporation shall not terminate the Employee's employment unless:

- (a) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) as provided in this clause, or
- (b) the Corporation has paid the Employee payment in lieu of notice of at least the amount the Corporation would have been liable to pay the Employee at the full rate of pay for the hours they would have worked had the employment continued until the end of the minimum period of notice. This rate of pay includes any amount that would have been paid to the Employee in respect to the ordinary hours that they would have worked.

8.1.3 Termination by the Corporation

8.1.3.1 The Corporation shall give four weeks notice or payment in lieu of notice if it intends to terminate the service of an Employee. The period shall be increased by one week if the Employee is over 45 years old and has completed at least two years of continuous service with the Corporation.

8.1.3.2 Where the Corporation has given notice of termination to an Employee, an Employee shall be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Corporation.

8.1.3.3 Should a proposed termination of employment be for reasons of unsatisfactory performance, the Corporation shall provide an opportunity for the Employee to overcome the performance deficiencies. The Employee shall have the right to seek a review of any termination decision pursuant to the dispute settlement procedure of the Agreement.

8.1.3.4 Nothing in this Agreement shall prevent the summary dismissal of an Employee for serious and wilful misconduct.

8.1.3.5 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 redundancy payment policy of the Victorian Government will be followed.

8.1.4 Termination by the Employee

An Employee, other than a casual, shall give four weeks notice of the Employee's intention to terminate employment. Subject to operational requirements the Corporation may allow the Employee to cease work during all or part of the four (4) week termination period with final pay being to the final day of the four week notice period. In all respects the administration of employment terminations shall accord with the Fair Work Act.

8.2 ABANDONMENT OF EMPLOYMENT

8.2.1 The absence of an Employee from work for a continuous period exceeding five (5) 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.

8.2.2 The Employee will be given fourteen (14) 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.

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8.3 RETURN OF PROPERTY

8.3.1 Upon termination of employment for any reason, an Employee must immediately return all property belonging to the Corporation.

8.3.2 For the purpose of this clause 'Property' includes anything:

8.3.2.1 that the Corporation notifies as Property;

8.3.2.2 an Employee is directed to return at the end of their employment;

8.3.2.3 that an Employee should be reasonably aware is Property.

For example; 'Property' includes but is not limited to keys, uniforms, phones, computers and equipment.

PART 9: UNSATISFACTORY BEHAVIOUR OR WORK PERFORMANCE AND MISCONDUCT

9.1 UNSATISFACTORY BEHAVIOUR OR WORK PERFORMANCE

- 9.1.1 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. The principles of natural justice shall apply and a member of staff, appointed by the Corporation and agreed by the Employee, shall record details of the interview or interviews held to discuss the unsatisfactory behaviour or work performance.
- 9.1.2 The Employee is entitled to be accompanied by a workplace representative of their choice. If the Employee is accompanied by a representative, the representative has the right to consult with the Employee and supervisor/manager but may not endeavour to control the interview or respond on behalf of the Employee.
- 9.1.3 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.
- 9.1.4 In the second instance, if the Employee's work performance or behaviour has not reached the defined satisfactory level by the time established under the sub clause 9.1.3, 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.
- 9.1.5 A monitoring period not exceeding one (1) month shall be set for review of performance or unsatisfactory performance.
- 9.1.6 It shall be clearly explained that the Employee's continuing employment is under review and unless improvement is demonstrated within a specified period as set under sub clause 9.1.5, then termination of employment may result.
- 9.1.7 If no improvement in performance or behaviour is demonstrated by the time set under sub clause 9.1.5, disciplinary action will be taken. This may include suspension without pay, reallocation of duties within the classification, withholding of any progression, removal from flexible hours, or termination of employment.

9.2 MISCONDUCT

- 9.2.1 Misconduct includes, but is not limited to malingering, neglect of duty, malicious damage of the Corporation's or its customers property, breach of the Code of Conduct, serious breach of the Corporation's Equal Employment Opportunity, Occupational Health and Safety and Environmental procedures, assault, theft, drunkenness, use of illegal drugs, serious verbal abuse, unauthorised 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.
- 9.2.2 The Corporation shall substantiate that the conduct is sufficient to warrant dismissal and has carried out an immediate investigation. The Employee shall be given the opportunity to explain the conduct.
- 9.2.3 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.
- 9.2.4 The Corporation will provide details of any documentation relating to charges or allegations of misconduct at the request of the Employee, whilst respecting privacy considerations. The Employee has the right to notify a duly authorised representative of their choice.

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- 9.2.5 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.
- 9.2.6 If a decision is made that summary dismissal is not warranted, alternative disciplinary action may be taken and a final warning may be issued. This may include suspension without pay, reallocation of duties within the classification, withholding of salary progression, removal from flexible hours or termination of employment with notice.
- 9.2.7 Nothing in this Agreement shall prevent the summary dismissal of an Employee for serious and wilful misconduct.

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SCHEDULE 1. PARENTAL LEAVE AND RELATED ENTITLEMENTS

Subject to the terms of this Schedule, Employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this Schedule apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

1. DEFINITIONS

- 1.1 For the purpose of this clause **child** means a child of the Employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years 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 six months or more.
- 1.2 For the purposes of this clause, 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.
- 1.3 An **eligible casual employee** means a casual Employee:
 - (a) employed by the Corporation on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 1.4 For the purposes of this clause, **continuous service** is work for the Corporation on a regular and systematic basis (including any period of authorised leave or absence).

2. BASIC ENTITLEMENT

- 2.1 Employees who have, or will have, completed at least twelve months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis 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.

Leave available is summarised in the following table:

Type of leave	Paid leave	Unpaid leave	Total combined paid and unpaid leave
Maternity leave	14 weeks	38 weeks if primary care giver	52 weeks
Paternity/partner	1 week	51 weeks if primary care giver	52 weeks
Adoption leave – primary care giver	4 weeks	48 weeks	52 weeks
Adoption leave – secondary care giver	1 week	2 weeks	3 weeks

3. EMPLOYEE COUPLE – CONCURRENT LEAVE

- 3.1 Parental leave is to be available to only one parent at a time, in a single unbroken period. However, both parents may simultaneously take:
 - (a) in the case of paternity/partner leave an Employee shall be entitled to a total of 5 days paid leave (which need not be taken consecutively) and up to 2 weeks unpaid leave in connection with the birth of a child for whom he or she has accepted responsibility which may be commenced 1 week prior to the expected date of birth; and

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- (b) in the case of short adoption leave for the secondary care giver, 1 week's paid leave and up to 2 weeks' unpaid leave which may be commenced at the time of placement.
- 3.2 Subject to sub-clause 3.1, the total concurrent leave must be for a period of 3 weeks or less. Where the Corporation agrees, the employee may start concurrent leave earlier or end concurrent leave later than provided for in sub-clause 3.1.
- 4. MATERNITY LEAVE**
- 4.1 An Employee must provide notice to the Corporation in advance of the expected date of commencement of parental leave. The notice requirements are:
- (a) of the expected date of confinement (the Corporation may require the Employee to provide evidence of the expected date, that would satisfy a reasonable person or a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks;
- (b) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken (the Corporation may require the Employee to provide evidence of the expected date, that would satisfy a reasonable person or a certificate from a registered medical practitioner) - at least four weeks.
- 4.2 When the Employee gives notice under sub-clause 4.1 above the employee must also provide a statutory declaration stating particulars of any period of paternity/partner 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.
- 4.3 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.
- 4.4 Subject to the provisions of this clause and unless agreed otherwise between the Corporation and Employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 4.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child. The Corporation may require the Employee to provide a certificate from a registered medical practitioner stating that she is fit for work in her present position. The Corporation may require the Employee to start maternity leave if the Employee:
- (a) does not give the Corporation the requested certificate within 7 days after the request; or,
- (b) within 7 days after the request for the certificate, gives the Corporation the medical certificate stating that the Employee is unfit to work.
- 4.6 Where leave is granted under sub-clause 4.1 above, during the period of leave the Employee may return to work at any time, as agreed between the Corporation and the Employee provided that the requested date of return to work is not more than four weeks from the recommencement date desired by the Employee.
- 4.7 Personal Illness Leave and Special Maternity Leave**
- (a) Where the pregnancy of an Employee not then on maternity leave terminates other than by the birth of a living child, the Employee must as soon as practicable give notice to the Corporation of the taking of leave advising the Corporation of the period, or expected period, of the leave (the Corporation may require the Employee to provide evidence that would satisfy a reasonable person that the leave is taken for a reason below or a certificate from a registered medical practitioner) , in accordance with the following:
- (i) Where the pregnancy terminates during the first 28 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions;
- (ii) Where the pregnancy terminates after the completion of 28 weeks, during the notified period/s the Employee is entitled to paid special maternity leave not exceeding the

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amount of paid maternity leave available under sub-clause 2.1, and thereafter, to unpaid special maternity leave.

- (iii) Where an Employee not then on maternity leave is suffering from an illness whether related or not to pregnancy the Employee may take any paid personal illness leave to which she is entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions of this Agreement at sub-clause 7.2.

5. PATERNITY/PARTNER LEAVE

5.1 An Employee will provide to the Corporation at least ten weeks prior to each proposed period of paternity/partner leave, with:

- (a) evidence (the Corporation may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner) which names his or her spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and written notification of the dates on which he or she proposes to start and finish the period of paternity leave; and
- (b) a statutory declaration stating:
 - (i) except in relation to leave taken simultaneously with the child's mother under the provisions of this Schedule to the Agreement, he or she will take the period of paternity/partner leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his or her spouse; and
 - (iii) that for the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.

5.2 The Employee will not be in breach of sub-clause 5.1 above 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.

5.3 If the employee granted leave under sub-clause 2.1 requires to care for the child or the child's mother for more than the one (1) week paid paternity leave, the employee may apply for an additional one (1) week's continual paternity leave which, if granted, will be deducted from the employee's sick leave entitlement.

6. ADOPTION LEAVE

6.1 The Employee shall be required to provide the Corporation with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.

6.2 The Employee must give written notice of the day when the placement with the Employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.

6.3 The Employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:

- (a) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or
- (b) Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

6.4 As a general rule, the Employee must make application for leave to the Corporation at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. The 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.

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- 6.5 Before commencing adoption leave, the Employee will provide the Corporation with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
- (i) that the child is an eligible child, whether the Employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;
 - (ii) that the Employee is seeking adoption leave to become the primary care-giver of the child (except in relation to leave taken simultaneously with the child's other adoptive parent under the relevant provisions of this clause);
 - (iii) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
 - (iv) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- 6.6 The Employee must provide the Corporation with confirmation from the adoption agency of the start of the placement.
- 6.7 Where the placement of child for adoption with the Employee does not proceed or continue, the Employee will notify the Corporation immediately and the Corporation will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- 6.8 An Employee will not be in 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.
- 6.9 An Employee seeking to adopt a child is, on the production of satisfactory evidence if required, 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 two days unpaid leave. Where paid leave is available to the employee, the Corporation may require the Employee to take such leave instead.

7. RIGHT TO REQUEST

- 7.1 An Employee entitled to parental leave pursuant to the provisions of clause 2.1 may request the Corporation to allow the Employee:
- (a) to extend the period of simultaneous unpaid parental leave provided for in clause 3.1 up to a maximum of eight weeks;
 - (b) to extend the period of unpaid parental leave provided for in clause 2.1 by a further continuous period of leave not exceeding 12 months;
 - (c) to return from a period of parental leave on a part-time basis until the child reaches school age;
 - (d) to assist the Employee in reconciling work and parental responsibilities.
- 7.2 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 grounds related to the effect on the workplace or the Corporation's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 7.3 **Employee's Request And Corporation's Decision To Be In Writing**

The Employee's request and the Corporation's decision made under sub-clauses 7.1(b) and 7.1(c) must be recorded in writing. The Corporation's response, including details of the reasons for any refusal, shall be given as soon as practicable, and no later than 21 days after the request is made.

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7.4 Request To Return To Work Part-Time

Where an Employee wishes to make a request under sub-clause 7.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

8. VARIATION OF PERIOD OF PARENTAL LEAVE

Unless agreed otherwise between the Corporation and Employee, where an Employee takes leave under sub-clause 2.1 and 7.1(b) the Employee may apply to the Corporation to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

9. PARENTAL LEAVE AND OTHER ENTITLEMENTS

9.1 An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 7.

9.2 Where a public holiday occurs during a period of paid parental leave, the public holiday is not to be regarded as part of the paid parental leave and the Corporation will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

10. TRANSFER TO A SAFE JOB

10.1 Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee, the Employee will, if the Corporation deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of maternity leave. The Corporation may require the evidence referred to above to be a medical certificate.

10.2 If the Corporation does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take paid no safe job leave, or the Corporation may require the Employee to take paid no safe job leave immediately for a period which ends at the earliest of either:

- (a) when the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or
- (b) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

11. RETURNING TO WORK AFTER A PERIOD OF PARENTAL LEAVE

11.1 The Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

11.2 Subject to sub-clause 11.3, the Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to sub-clause above, the Employee will be entitled to return to the position they held immediately before such transfer.

11.3 Where such position no longer exists but there are other positions available which 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 their former position.

12. REPLACEMENT EMPLOYEES

12.1 A replacement Employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

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12.2 Before a Corporation engages a replacement Employee the Corporation must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

13. CONSULTATION AND COMMUNICATION DURING PARENTAL LEAVE

13.1 Where an Employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the employee's pre-parental leave position, the Corporation shall take reasonable steps to:

- (a) 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
- (b) 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.

13.2 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.

13.3 The Employee shall also notify the Corporation of changes of address or other contact details which might affect the Corporation's capacity to comply with sub-clause 13.1.

14. PRE- NATAL LEAVE

14.1 A pregnant Employee shall be entitled to ten hours paid leave per pregnancy to enable the Employee to attend medical appointments associated with the pregnancy.

14.2 The Employee concerned shall be required to provide a satisfactory medical certificate from a medical practitioner to confirm the pregnancy and with regard to any absence under sub-clause 14.1.

15. ENGAGEMENT AND RE-ENGAGEMENT OF CASUAL EMPLOYEES

15.1 The Corporation shall not fail to re-engage a casual Employee because the Employee or Employee's spouse is pregnant or because the Employee is or has been immediately absent on parental leave.

15.2 The rights of the Corporation in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this Schedule.

APPENDIX:

WATER SERVICES EMPLOYEES; DIVERSIONS INSPECTORS; CONSTRUCTION AND MAINTENANCE EMPLOYEES; DRAINAGE OFFICERS; WATER SERVICES EMPLOYEES; OPERATIONS AND TECHNICAL SERVICES EMPLOYEES (ALL AS IDENTIFIED); BUSINESS/ADMINISTRATIVE AND PROFESSIONAL STAFF – ALLOWANCE PROVISIONS; DAMS EMPLOYEES

BAND A, B AND C	WATER SERVICES – AREA BASED EMPLOYEES
BAND A, B AND C	DIVERSIONS INSPECTORS
BAND B	CONSTRUCTION AND MAINTENANCE EMPLOYEES
BAND B	DRAINAGE OFFICERS
BAND A, B, C & D	WATER SERVICES – BASE BAND LEVEL SALARY
BAND A, B, C & D	IDENTIFIED OPERATIONS AND TECHNICAL SERVICES EMPLOYEES
BAND A, B, C & D	ELECTRICAL/AUTOMATION EMPLOYEES ALLOWANCE PROVISIONS
BAND B, C, D, E, F	BUSINESS/ADMINISTRATIVE AND PROFESSIONAL STAFF
BAND A, B, C	DAMS EMPLOYEES

1. IDENTIFIED WATER SERVICES EMPLOYEES- EMPLOYEES WITH ALLOWANCE AND EMPLOYEES WITH BASE SALARY PROVISIONS

- 1.1 Remuneration arrangements for Employees with Allowances and Employees on Base level salary are covered by the provisions of clause 1 of this Appendix. Employees on Base level salary may apply for employment arrangements encompassing an Allowance, when such positions become vacant, including circumstances when there are vacant positions with an Allowance attached
- 1.2 Water Service Employees with an Allowance may elect to return to base salary positions and/or apply for nine or ten month employment arrangements of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2010. Such requests shall be provided in writing to the Employee's Line Manager by 10 May each year for consideration and if agreed, for implementation at 1 July each year.
- 1.3 The Corporation may at its discretion determine that some Water Services Employees are to remain under terms and conditions of the Base Band level salary provisions of the Enterprise Agreement.
- 1.4 If the Corporation is not satisfied with the work of an employee working in a position with an Allowance as defined by this Appendix, it may return the Employee to Base Band level salary position and conditions under the provisions of this Appendix and the Enterprise Agreement.
- 1.5 Any Allowances cited in this Appendix are subject to indexation based on the percentage salary increases as defined in the main body of the Enterprise Agreement.
- 1.6 Where Employees engaged in Gravity Irrigation Work are to be offered a position with an Allowance, they will be required to accept the required expectations prior to formal arrangements for an Allowance being implemented.
- 1.7 **Hours of Work and Rosters- Water Services Employees**
 - 1.7.1 For Employees on Base Band level salaries, 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, with the ordinary hours being at least 6 and no more than 12 each day to be worked continuously. At least 18 days off shall be rostered each cycle. The ordinary days rostered on shall not exceed 8 consecutive days.
 - 1.7.2 Employees in receipt of an Allowance 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. The ordinary days rostered on shall not exceed eight consecutive days.
 - 1.7.3 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 and the number of days to be worked each eight week cycle shall be established and varied by each operational manager following

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consultation with the staff affected. 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.

- 1.7.4 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 managed flexibly to meet the need to deliver water to customers
 - (b) Days worked in the roster will be reconciled and may be taken during the roster period or at the end of the irrigation season.
 - (c) Managers may change the roster with three weeks notice if agreement cannot be reached following consultation with the affected employees and their representatives if requested.
- 1.7.5 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.
- 1.7.6 Water Services Operations Employees in receipt of a 9 month or 12 month Allowance 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. Such day/s in lieu shall be taken at an agreed time. It is expected that this agreed time shall generally be outside the irrigation season.
- 1.7.7 The performance of the Corporations work requirements shall have regard to the occupational health & safety and work life balance of the Employees.

1.8 Water Services Employees Allowance Arrangements

The following Allowances (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 duties) are payable to Water Services Employees in positions attracting an Allowance. The allowance for Water Services Supervisors includes an immediate standby payment for 10 weeks.

Water Distribution	Base Salary 9 months Employees (No Allowance)	9 month Agreement Allowance	Base Salary 10 months Employees (No Allowance)	10 month Agreement Allowance
Band A1	\$30,399	\$12,280	\$33,774	\$14,362
Band A2	\$31,919	\$15,431	\$35,463	\$17,010
Band A3	\$33,514	\$17,700	\$37,237	\$19,097
Band A4	\$35,190	\$17,165	\$39,098	\$20,052
Band B1	\$36,867	\$16,628	\$40,962	\$18,907
Band B2	\$38,710	\$17,117	\$43,010	\$19,458
Band B3	\$40,647	\$17,347	\$45,160	\$19,786
Band B4	\$42,679	\$18,214	\$47,419	\$20,774

Water Distribution	Base Salary 12 months Employees (No Allowance)	12 month Agreement Period	6/6 Agreement Period Salary
Band A1	\$40,531	\$13,298	\$9,973
Band A2	\$42,558	\$14,602	\$10,952
Band A3	\$44,686	\$15,972	\$11,979
Band A4	\$46,920	\$16,770	\$12,578
Band B1	\$49,156	\$16,995	
Band B2	\$51,614	\$17,372	
Band B3	\$54,195	\$17,616	
Band B4	\$56,905	\$18,498	

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	Base Salary Employees (No Allowances)	Diversions Inspectors	Maintenance Planners and Drainage Officers	Water Services Supervisors (includes Central System Supervisors)	Tungamah Pipeline Operator Shepparton Allowance
Band A1	\$40,531	\$6,356			
Band A2	\$42,558	\$7,152			
Band A3	\$44,686	\$8,028			\$10,445
Band A4	\$46,920	\$8,274			\$10,761
Band B1	\$49,156	\$14,107	\$6,868		
Band B2	\$51,614	\$14,269	\$7,211		
Band B3	\$54,195	\$14,309	\$7,572		
Band B4	\$56,905	\$14,869	\$7,949		
Band C1	\$59,611			\$15,282	
Band C2	\$62,593			\$15,246	
Band C3	\$65,724			\$15,063	
Band C4	\$69,009			\$15,661	

1.8.1 Extraordinary Event Provisions - Water Services Employees

- 1.8.1.1 In the event of an Extraordinary Event additional compensation may be paid to applicable Water Services Employees covered by these provisions.
- 1.8.1.2 Except for emergencies, work involving Extraordinary Events must be approved by the Line Manager prior to the event.
- 1.8.1.3 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).
- 1.8.1.4 Water Services Operations and Diversions Employees who are required to work additional hours as determined by an extraordinary event under sub-clause 1.8.1.3 above, will receive payment for such additional hours worked at the ordinary hours (base salary) rate of pay specified in the salaries provisions of this Enterprise Agreement at sub-clause 6.1.

1.8.2 Specific Provisions for Diversions Inspectors

- (a) The Allowance for Diversions Inspectors includes payment for 40 minutes additional work each day (Monday to Friday inclusive).
- (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.

1.9 Six- Six Allowance- Water Services Employees Annual Allowance Positions

- 1.9.1 The Corporation may provide, depending on its needs, a number of Six-Six Annualised Allowance positions.
- 1.9.2 A Water Services Employee on a Six-Six work arrangement Allowance shall:

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- (a) Work twenty four (24) weeks each year in water distribution working in a 6/2 roster. During this period the provisions applicable to those water services employees who are employed for the entire year under Allowance arrangements will apply.
 - (b) 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
 - (c) Be entitled to 20 days Annual Leave.
- 1.9.3 The maximum number of Water Services Employees employed in an Operational Unit (Irrigation Area) under 6-6 Allowance Salary conditions will be limited, at any one time, to 10% of the total number of water services employees in that Unit.
- 1.9.4 The twenty four weeks in each work area may be worked continuously or in blocks of no less than eight weeks.
- 1.9.5 An absolute minimum of annual or long service leave may be taken during the twenty four week water distribution period.
- 1.9.6 Private use of a vehicle will not be available.
- 1.9.7 An Employee working in a six month Allowance position who wishes to return to a base level Band salary position under this Appendix may do so by giving four weeks notice in writing.
- 1.9.8 The 6-6 Allowance (which includes leave loading, three general standby events per roster cycle and associated additional hours work for the 24 weeks (water distribution period) payable to an Employee in a six-six Allowance position is shown at sub-clause 1.8 of this Appendix.

2. CONSTRUCTION AND MAINTENANCE EMPLOYEES- INDIVIDUAL EMPLOYEES IN POSITIONS ATTRACTING AN ALLOWANCE

- 2.1 The individual positions specified in this sub-clause have an Allowance in addition to the base level Band salary. The Allowance specified includes all entitlements to additional hours loading, out of hours General Standby, weekend or public holiday loading, additional hours for attendance at meetings or functions outside usual hours of duty. The Allowance amount shall be increased annually in accordance with the annual percentage salary increases as specified in the Enterprise Agreement.
- 2.2 The Corporation will maintain the salaries of the Construction Supervisor and Workshop Supervisor only while the current incumbent occupies such and/or while such positions are required by the Corporation.

	Base Salary Employees (No Allowance)	Construction Supervisor Allowance	Workshop Supervisor Allowance
Band C1	\$59,611	\$14,874	\$7,692
Band C2	\$62,593	\$15,617	\$8,076
Band C3	\$65,724	\$16,390	\$8,479
Band C4	\$69,009	\$17,212	\$8,903

- 2.3 In the event of an extraordinary event, additional compensation may be made to those employees who are not entitled to payments for additional hours worked.
- 2.4 Depending on organisational needs, Employees holding the positions described in this clause may have the option of limited private use of a motor vehicle. In that event the Employee shall be required to comply with the conditions of agreement as may be determined by the Corporation from time to time.
- 2.5 **Project Work and Living Away From Home**

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2.5.1 Where the Corporation determines the need for a range of activities to occur at a variety of work sites, the following arrangements may be used to facilitate such arrangements depending on the type of activity.

- (a) Living away from home means employees that are required to work for a defined project at a location greater than 100 kilometres from the Employee's home.
- (b) If the location of the defined project is less than 100 kilometres from the Employee's home and the Employee requests to live away from home, the manager will have regard to the reasons offered by the Employee in considering the request.
- (c) An Employee who is required to live away from home will have access to the Personal Expenses provisions of the Enterprise Agreement as provided in sub-clause 6.6.
- (d) An Employee who is required to live away from home for a defined project will be paid at the hourly rate of the next level (e.g. A1 to be paid at an A2 level) for the duration of the project.
- (e) An Employee whose normal duties do not include being in charge of a work team for the project but who is placed in charge of a work team, shall be entitled to the Higher Duties provisions of the Enterprise Agreement as provided in sub-clause 6.5.
- (f) An Employee who has been required to live away from home for a defined project and who returns to their normal duties following the end of the defined project shall no longer be entitled to the higher duties provisions of the Enterprise Agreement.
- (g) An Employee who is required to live away from home for a defined project will be provided with suitable accommodation determined by the manager, giving regard to the type and duration of the work and availability, type and proximity of accommodation and dining premises to the work location.
- (h) Before the commencement of any project, for which employees will be required to live away from home for more than five consecutive working days, and as a substitute for clause 6.6 of the Enterprise Agreement, the manager shall fully consult with the Employees involved about the payment of, or reimbursement of costs associated with accommodation, meals and other associated project living costs.
- (i) An Employee who is required to live away from home for a defined project may choose to return home once during the week without affecting the payment of their allowance.
- (j) An Employee who chooses to return home under sub-clause 2.5.1 (i) above shall not be entitled to access to the Personal Expenses provisions of the Enterprise Agreement at sub-clause 6.6 for that evening during which the Employee returns home and the following day.

2.6 Nine Day Fortnights

Nine day fortnights and other similar work arrangements for Employees engaged in construction and maintenance activities may be utilised by managers following consultation with the Employees affected.

3. CENTRAL SYSTEM OPERATORS

3.1 This clause is applicable to Central System Operators.

3.2 Hours of Work

- (a) The Employees in receipt of an Allowance as defined below will be employed on an on-going basis for ten (10) months per year;
- (b) The Employees will generally be required to work the nine (9) month irrigation season (15 August to 15 May) each year;
- (c) The Employees will work a four (4) days on, four (4) 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 rosters on a regular basis;

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- (d) Employees will be entitled to be paid a 30 minute meal break after 10 hours worked, in addition to the unpaid 30 minute meal break;
- (e) Additional work may be available outside the irrigation season depending on organisational needs and requirements.

3.3 Leave

- (a) There will be a minimal opportunity to take recreation and/or Long Service Leave during the irrigation period. Opportunities will be determined by the resources available within the unit and notice in advance is required;
- (b) Employees will be expected to reasonably co-operate in covering short term absences of other team members during the normal roster period;
- (c) Employees will be entitled to sixteen (16) days Annual Leave (19 days x 10/12) which are to be taken after 15 May in each calendar year;
- (d) Employee's entitlement to days in lieu of Public Holidays are to be taken after 15 May in each calendar year;
- (e) Long Service Leave will accrue on a pro-rata basis based on the amount of time worked per year.

3.4 Review of Work Arrangements

The work arrangements detailed in this clause may be reviewed at the end of each irrigation season. Any proposed changes would be dealt with via the organisational change provisions of this Enterprise Agreement at clause 2.13 of this Agreement.

3.5 Twelve Month Option

Depending on organisational needs, the Corporation may make available one or more 12 month, 24/7 Operations Support/Customer Service Officers positions in accordance with the remuneration provisions detailed at sub- clause 3.6 (d) below.

3.6 Allowances - Central System Operators

- (a) The following salary rates (which includes leave loading) are payable to Water Services 24/7 Call Centre Operations Support/Customer Service Officer Employees.
- (b) The Allowance includes all entitlements to additional hours loading, Public Holiday, weekend and shift penalties and paid meal breaks which are incurred as part of the normal irrigation season roster and also include compensation (in-lieu one week's Annual Leave) for working more than ten (10) Sundays during the year and compensation for the restriction on taking leave during the irrigation season.
- (c) Employees may elect to have payment of their salary spread over either ten (10) months or the entire year.
- (d) Any additional work performed outside the irrigation season or additional work to cover short term absences during the irrigation season will be paid on an as worked basis.

Salary Table - Allowance

Band B	Base Salary 10 months' Employees (No Allowance)	Central System Operators
Level 1	\$40,962	\$25,956
Level 2	\$43,010	\$27,253
Level 3	\$45,160	\$28,616
Level 4	\$47,419	\$30,045

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4. IDENTIFIED TECHNICAL SERVICES EMPLOYEES- ALLOWANCE ARRANGEMENTS

4.1 This clause is applicable to the identified Technical Services Employees, who may be remunerated in accordance with the provisions of this clause.

4.2 The identified Technical Services Employees provided with an Allowance as detailed, may elect to return to the base salary terms and conditions as detailed in sub-clause 6.1.1 of the Enterprise Agreement. Such election shall be provided in writing to the Corporation by 10 May each year for implementation on 1 July of that year.

4.3 Hours of Work - Employees with an Allowance

4.3.1 The ordinary hours of work for the Dams Safety and Surveillance Officer 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 additional out of hour's work which is included in the Allowance. The roster of ordinary hours shall be determined by the Corporation following consultation with the Employees concerned. The ordinary days rostered shall not exceed eight consecutive days

4.3.2 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 following consultation with the Employees affected.

4.4 Allowances

4.4.1 In addition to the Base Band level salaries provided in the salaries component of this Enterprise Agreement, an Allowance is payable to Employees working in the positions detailed below. Allowances shall be indexed in accordance with the salary increase percentages provided in this Enterprise Agreement.

4.4.2 The Allowance rates for Facilities Employees includes all entitlements to additional hours loading; rostered days off time- loading and includes attendance at meetings outside usual hours of duty but does not include extraordinary events as described in clause 4.4.3 below

4.4.3 Extraordinary events for Facilities shall include project work identified from the capital and recurrent programs where extended hours of work are required during weekend. During the week, it may also include continuous or repeated activities requiring extended hours of work throughout the night to avoid major business disruption.

Allowance Rates per annum in addition to Base Band level salaries attracted by the following positions:

Allowance	Base Salary Employees (No Allowance)	Dam Safety and Surveillance Officer	Facilities Officer
Band A3	\$44,686		
Band A4	\$46,920		
Band B1	\$49,156		\$6,773
Band B2	\$51,614		\$7,112
Band B3	\$54,195		\$7,468
Band B4	\$56,905		\$7,841
Band C1	\$59,611		\$8,213
Band C2	\$62,593		\$8,624
Band C3	\$65,724	\$7,064	\$9,056
Band C4	\$69,009	\$7,418	\$9,508

4.4.4 The Employee in receipt of the Allowance defined as Dam Safety and Surveillance Officer shall be entitled to six accrued days off, which shall be scheduled in each calendar year.

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5. ELECTRICAL/ AUTOMATION EMPLOYEES ALLOWANCE PROVISIONS

5.1 The Allowance rates include all entitlements to additional hours loading, roster days off time loading, out of hour's standby, weekend or public holiday, additional hours, including attendance at meetings or functions outside usual hours of duty but does not include extraordinary events as described in Clause 5.6 of this Appendix.

5.2 Where required to meet the needs of the Corporation, an additional allowance of 5% of the Base Band level salary as provided in the main body of this Agreement may be paid to Band B automation staff who:

- (a) Obtain their Licensed Electrician (A Grade) or a Certificate in Advanced Electronics (Radio Systems); and
- (b) Are appropriately licensed and are competent to work on live 240 volts systems or radio systems; and
- (c) Have spent a minimum of 3 years working in the automation field.

5.3 Afternoon Shift Allowance

An Afternoon Shift Allowance shall apply to all Automation staff from Band A to Band C who are required to be on afternoon shift roster.

- (a) The afternoon shift hours shall be 3.00pm to 11.30pm, including 30 minutes unpaid meal break.
- (b) Afternoon Shift is only required during the Irrigation season, and will be paid in accordance with Clause 4.9 of the main Agreement.

5.4 Progression within Bands

- (a) Entry point for automation staff with no trade qualification will be at A3 or A4 depending on the possession of technical skills relevant to the maintenance of the automated systems as assessed by the Manager Electrical and Mechanical Services;
- (b) To encourage Employees to accept greater responsibilities at a higher Band, the salary level of Band D shall commence at the D2 level.
- (c) Where required to meet the needs of the Corporation and at the discretion of the Manager Engineering and Maintenance Services, Automation employees at Band C4 may be entitled to an allowance of \$550 for demonstrated technical specialist skills in Rubicon systems products and Motorola products.

5.5 Electrical/ Automation Staff Allowance

	Base Salary Employees (No Allowance)	Electrical/Automation Staff Allowance
Band A3	\$44,686	\$15,563
Band A4	\$46,920	\$15,984
Band B1	\$49,156	\$16,406
Band B2	\$51,614	\$16,870
Band B3	\$54,195	\$17,357
Band B4	\$56,905	\$17,869
Band C1	\$59,611	\$18,379
Band C2	\$62,593	\$18,941
Band C3	\$65,724	\$19,532
Band C4	\$69,009	\$20,152
Band D1	\$72,296	
Band D2	\$75,910	\$11,455
Band D3	\$79,706	\$12,027
Band D4	\$83,690	\$12,628

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5.6 Extraordinary events for Electrical/Automation shall include major faults or repair works, such as radio communication breakdown or failure of a major Offtake, where extended and repeated hours of repair works are required during weekend. During the week, it may also include continuous or repeated activities requiring extended hours of repair work throughout the night to minimise major business disruption.

6. BUSINESS/ADMINISTRATIVE AND PROFESSIONAL STAFF

Introduction

The Corporation shall remunerate Business/Administrative and Professional Employees in accordance with the terms and conditions specified in this Part.

6.1 Salary Rates and Professional Services Salary Arrangements

6.1.1 The attached salary rates (which include leave loading) are payable to Business/Administrative and Professional Employees who are covered by this Appendix.

6.1.2 Business/Administrative and Professional Employees shall be paid at the applicable base salary rate as provided in sub-clause 6.1.1 of this Agreement.

6.1.3 A Professional Services Allowance shall be paid to a Business/Administrative Employee designated as a Professional Services Officer due to a stated requirement by the Corporation for the position holder to possess a degree or other qualification acceptable to the Corporation. Professional Services officers shall be paid the Allowance as specified below in addition to the base level Band salaries as prescribed in this Enterprise Agreement. The Allowance rates will be adjusted each year by the salary increment percentages set out in this Enterprise Agreement.

6.1.3.1 Professional Services Allowances

Allowances	Level 1	Level 2	Level 3	Level 4
Band B	\$2,220	\$2,261	\$2,458	\$2,577
Band C	\$7,216	\$7,576	\$7,951	\$6,878
Band D	\$7,384	\$6,971	\$5,661	\$4,238
Band E	\$6,833	\$7,143	\$5,709	

6.1.4 OHS Adviser Allowances

6.1.4.1 The Allowance specified increases in accordance with the salary increases provisions of this Agreement.

6.1.4.2 The Allowance includes all entitlements to additional time loading, out of hour's general standby, weekend or public holiday loading and additional time including attendance at meetings or functions outside normal hours of duty.

6.1.4.3 The Allowance rate for OHS Advisers other than the Return to Work Coordinator (who shall receive the base salary), is as follows:

OHS Advisers	Base Salary Employees (No Allowance)	OHS Adviser Allowance
Band C1	\$59,611	\$3,499
Band C2	\$62,593	\$3,673
Band C3	\$65,724	\$3,857
Band C4	\$69,009	\$4,050

6.2 HOURS OF WORK

6.2.1 The ordinary hours of work for Business and Professional officers comprises eight hours rostered flexibly between 7.30am and 7.00pm. The ordinary hours shall be at least six (6) and not more than

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twelve (12) each day for Employees in the work unit concerned. The ordinary days rostered shall not exceed eight (8) consecutive days.

- 6.2.2 Employees below Band D shall be entitled to one accrued day off (ADO) for every nineteen (19) days worked. The taking of this day will be rostered within the work unit. An Employee is not entitled to accrue more than two ADO's at any one time, unless otherwise agreed by the Corporation. Management Employees appointed at Band D and above shall be expected to work each of the twenty (20) days.
- 6.2.3 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, may be established and varied by local agreement.

7. DAMS EMPLOYEES

7.1 Introduction

- 7.1.1 This clause applies to Dams Employees engaged at the storages or groups of storages which comprise the Dams Group.
- 7.1.2 These terms and conditions in this clause 7 shall prevail to the extent of any inconsistency over the remainder of this Enterprise Agreement.

7.2 Hours of Work

Employees shall be on duty as required by rosters for the performance of excess hours and for undertaking extraordinary events. A standard rostered day is eight hours.

7.3 Allowance Rates

- 7.3.1 The following Allowance schedules will increase in accordance with the annual increases specified in clause 6.2.2 of the main body of the Enterprise Agreement.
- 7.3.2 The Allowance rates include all entitlements to additional time loading, out of hours standby as specified in sub-clauses 4.6.5 and 4.6.6 of the main Enterprise Agreement, weekend or public holiday loading, additional hours, including attendance at meetings or functions outside usual hours of duty. The rates are also deemed to include an Allowance for additional out of hours work associated with Extraordinary Events at the storages as hereinafter described:

7.3.3

Storage	Event
Dartmouth Dam	All events except project work as defined in sub-clause 7.3.5(a) hereof, Authorised Weekend power station work as defined in sub-clause 7.3.5 (b) hereof and Dartmouth Dam Allowance as defined in sub-clause 7.12 hereof.
Cairn Curran	All events except Authorised Weekend Power station work as defined in sub-clause 7.3.5 (b) hereof power station duties and project work as defined in sub-clause 7.3.5 (a) hereof.
Goulburn Weir	All events except for flood operations beyond 30 days per year and project work as defined in sub-clause 7.3.5 (a) hereof.
Yarrowonga Weir	All events except Authorised Weekend Power station work as defined in sub-clause 7.3.5 (b) hereof power station duties and project work as defined in sub-clause 7.3.5 (a) hereof.

- 7.3.4 At the following sites "Extraordinary Events" includes all events except project work: Lake Eildon; Torrumbarry Weir; Waranga Basin; Stuart Murray and Cattanach Canals; Tullaroop/ Laanecoorie; Lake Eppalock; Lake Nillacootie; Lake Buffalo; Lake Mokoan; Lake William Hovell; Mildura Weir.

- 7.3.5 The above may be varied in accordance with the following definitions and procedures:

(a) "Project Work" shall include the following:

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Projects/activities identified from the approved capital and recurrent programs at the beginning of each financial year, following full consultation with the employees affected. 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 Planned and Authorised Weekend Works Required for Power Stations
- (i) Staff other than the rostered Duty Officer (who will be paid for hours worked beyond three hours) who agree and are authorised in advance by the Manager Operations and Maintenance to undertake planned work on power station operational assets on a weekend (with a weekend for these purposes being defined as between 5.00pm on Friday and 7.00am on Monday) for a minimum period of 4 hours on each day that work is required will receive a lump sum daily Allowance of \$676. This Allowance will be paid to all approved staff involved (same rate for all stations). Hours worked cannot be taken as time in lieu.
- (ii) The rostered duty officer will receive the relevant Allowance payable to Employees on the applicable Two, Three Four or Five Person Rosters as provided in sub-clauses 7.8 and 7.9 hereof (that Allowance includes all overtime required to be worked and standby payments). If in addition, the rostered duty officer is required for planned approved work on power station operational assets for a minimum of 4 hours, the rostered duty officer will be paid the lump sum daily allowance of \$676 for each day worked.
- (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 determined by the Manager after consultation with the affected staff at the nearest appropriate time.

7.4 13 ADO's (Accrued Days Off)

- 7.4.1 Dams Employees on base salary or rosters listed in the attached table at sub-clause 7.8 hereof shall be entitled to an additional 13 Accrued Days Off (previously referred to as Non- Attendance Days), to be scheduled in each calendar month. Up to 2 days may be accrued in 56 days and if accrued, those 2 days shall be taken in the next working week unless prior approval to defer the days is received from the Manager.
- 7.4.2 Dams Employees may elect at the commencement of this Agreement and thereafter in February each year to relinquish and be paid at the Dams base rate salary the Employee's 13 ADO's. The 13 ADO's will begin to accrue at the commencement of this Agreement.
- 7.4.3 The One, Two, Three, Four and Five Person Rosters relate to Employees working within these specific rosters and who are entitled to the Allowances as described, in addition to the Base Band Salary.

7.5 5 ADOs Option

Dams Employees may elect at the commencement of this Agreement and thereafter in February of each year, to work and be paid the 5 ADO's option for April to May each year. The salary for this option will be adjusted in the first pay period of April each year.

- 7.6 The Allowances provided for Dams staff on roster encompass compensation for additional hours; the requirement for Dams staff on roster at weekends and out of hours to make operational decisions in the absence of a senior reservoir controller; and general standby (60 minute recall) as specified in sub-clause 4.4 of the Enterprise Agreement.
- 7.7 In addition to the Allowance specified in the Tables 7.8 and 7.9 hereof, Immediate Standby (10 minute recall) shall be paid at the additional hour's rate specified in sub-clause 4.6.3 of the Enterprise Agreement calculated at base salary rates.

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7.8 Allowances Table: Dams Employees (13 Accrued Days Off ['ADOs'])

13 ADOs	Standard G-MW Base Salary Employees (No Allowance)	Additional Non – Roster Allowance (Payable to Dams Employees Not On Roster)	One Person Roster Allowance	Two Person Roster Allowance Per Person on the Roster	Three Person Roster Allowance Per Person on the Roster	Four Person Roster Allowance Per person on the Roster	Five Person Roster Allowance Per Person on the Roster
Band A1	\$40,531	\$694		\$16,744	\$11,340	\$8,719	\$7,082
Band A2	\$42,558	\$797		\$17,338	\$11,769	\$8,985	\$7,349
Band A3	\$44,686	\$960		\$17,832	\$12,261	\$9,479	\$7,677
Band A4	\$46,920	\$1,008		\$17,025	\$12,875	\$9,952	\$8,063
Band B1	\$49,156	\$984	\$35,054	\$16,219	\$12,944	\$9,830	\$8,027
Band B2	\$51,614	\$1,151	\$36,857	\$17,693	\$14,090	\$10,651	\$8,520
Band B3	\$54,195	\$1,187	\$38,534	\$19,041	\$15,112	\$11,343	\$8,886
Band B4	\$56,905	\$1,244	\$40,461	\$19,992	\$15,867	\$11,908	\$9,329
Band C1	\$59,611	\$1,196	\$42,262	\$20,689	\$14,629	\$11,680	\$9,550
Band C2	\$62,593	\$1,326	\$44,374	\$21,637	\$15,251	\$11,975	\$9,518
Band C3	\$65,724	\$1,471	\$46,906	\$22,436	\$15,721	\$12,120	\$9,333
Band C4	\$69,009	\$1,545	\$48,835	\$23,560	\$16,507	\$12,727	\$9,802

Note: the amounts shown in this column are included in the One, Two, Three, Four and Five Person Roster Allowances above.

7.9 Allowances Table: Dams Employees (5 ADOs Option)

5 ADOs Option	Standard G-MW Base Salary Employees (No Allowance)	Additional Non – Roster Allowance (Payable to Dams Employees Not On Roster)	One Person Roster Allowance	Two Person Roster Allowance Per Person on the Roster	Three Person Roster Allowance Per Person on the Roster	Four Person Roster Allowance Per person on the Roster	Five Person Roster Allowance Per Person on the Roster
Band A1	\$40,531	\$1,891		\$17,940	\$12,538	\$9,915	\$8,280
Band A2	\$42,558	\$1,994		\$18,535	\$12,968	\$10,182	\$8,544
Band A3	\$44,686	\$2,158		\$19,028	\$13,459	\$10,676	\$8,874
Band A4	\$46,920	\$2,268		\$18,350	\$14,133	\$11,213	\$9,318
Band B1	\$49,156	\$2,437	\$36,507	\$17,669	\$14,395	\$11,286	\$9,483
Band B2	\$51,614	\$2,602	\$38,308	\$19,147	\$15,540	\$12,101	\$9,974
Band B3	\$54,195	\$2,644	\$39,987	\$20,495	\$16,566	\$12,799	\$10,341
Band B4	\$56,905	\$2,776	\$41,985	\$21,519	\$17,392	\$13,437	\$10,858
Band C1	\$59,611	\$2,957	\$43,857	\$22,449	\$16,390	\$13,439	\$11,312
Band C2	\$62,593	\$3,087	\$45,668	\$23,397	\$17,011	\$13,736	\$11,277
Band C3	\$65,724	\$3,233	\$47,548	\$24,197	\$17,480	\$13,879	\$11,094
Band C4	\$69,009	\$3,396	\$49,508	\$25,409	\$18,356	\$14,576	\$11,653

7.10 Salary Maintenance

7.10.1 If a share of the duty roster at a storage is changed by the Corporation 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 maintain their existing salary under salary maintenance conditions.

7.10.2 An Employee who as a result of a Corporation - initiated transfer moves work location and by doing so their share of the duty roster reduces, shall be subject to salary maintenance provisions. This provision does not apply to Employees who choose to leave the roster.

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7.11 Additional Hours

- 7.11.1 An Employee on a base-level Agreement salary who is required to work additional hours will receive payment of such additional hours (in excess of the allowance specified in the tables at sub-clauses 7.8 or 7.9 hereof) at the Employee's ordinary time per hour.
- 7.11.2 Employees on an Allowance referred to in the tables at clauses 7.8 or 7.9 hereof who are required to work additional hours outside of roster will receive payment of such additional hours worked at the Employee's ordinary time rate per hour (Base Salary rate). The Manager will consult with the employees concerned on the threshold level of hours for rostered Employees to enable definition of work that is outside roster.

7.12 Dartmouth Dam Allowance

A Dartmouth Dam Allowance of \$546.00 (increased annually by the wage increase percentage stipulated in salaries clause 6.2.2 of the Enterprise Agreement) shall be paid to an Employee whose normal place of work is Dartmouth Dam. This specific Allowance paid shall be in addition to the Allowance of each eligible Employee and is made in recognition of the lack of ready access to normal community facilities.

7.13 Housing

- 7.13.1 A Dams 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 at clauses 7.8 and 7.9 hereof and relevant to the Employee's band level.
- 7.13.2 At the Dartmouth, Yarrawonga, Torrumbarry, Buffalo, Eildon, Goulburn and Cairn Curran storages, 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.

7.14 Phone Rental

Dams Employees 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 in situations where there is no mobile phone coverage.


8. PRIVATE USE OF MOTOR VEHICLE AS PROVIDED IN THIS APPENDIX

The following Employees in this Appendix shall have the option of limited private usage of a motor vehicle, provided that the conditions of the applicable lease-based Agreement between the Corporation and the Employee are met:

- (a) OH&S Advisers as defined at sub-clause 6.1.4.3 of this Appendix, above;
- (b) Water Services Employees on 9, 10 & 12 month agreements;
- (c) Water Services Diversions Inspectors;
- (d) Water Services Drainage Officers and Maintenance Planners;
- (e) Facilities Officers;
- (f) Electrical/Automation;
- (g) Water System Control Centre Employees;
- (h) Dam Safety and Surveillance Officer;
- (i) Tungamah Pipeline Operator;
- (j) Construction Supervisor;
- (k) Workshop Supervisor; and
- (l) Dams Employees.

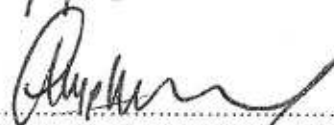
SIGNATORIES

Signatories of the Parties to this Agreement:


.....
For Goulburn-Murray Rural Water Corporation
ABN 46 761 336 846

Name: Ian Moorhouse
Position: Chief Operating Officer
Address: PO Box 165 (40 Casey Street)
Tatura Vic 3616

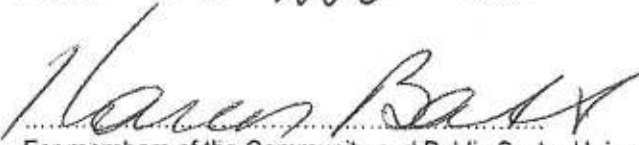
Dated: 15/11/10 2010


.....
For members of the Australian Workers Union
ABN 17 106 150 504

Name:
Position:
Address:

CESAR MELHEM
Victorian Branch Secretary
The Australian Workers' Union
685 Spencer St, West Melbourne VIC 3003

Dated: 22 NOV 2010


.....
For members of the Community and Public Sector Union
ABN 38 968 067 748

Name: HAREN BATT
Position: STATE SECRETARY
Address: P.O BOX 4355
EAST RICHMOND
Dated: 18th NOVEMBER 2010

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.

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.

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
<ul style="list-style-type: none">• 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
<ul style="list-style-type: none">• 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

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 <ul style="list-style-type: none">• 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 <ul style="list-style-type: none">• 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:-

- 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
- Post graduate training in management or a speciality area; or
- 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none">• 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
<ul style="list-style-type: none">• 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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.

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

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:

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	
<ul style="list-style-type: none">• 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	
<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 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 <ul style="list-style-type: none">• 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 <ul style="list-style-type: none">• 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
<ul style="list-style-type: none">• 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
<ul style="list-style-type: none">• 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 is 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

- 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



7 December 2010

Re: AG 2010-20110- Application of Approval of Enterprise Agreement

Following an examination of the Goulburn-Murray Rural Water Corporation Enterprise Agreement 2010 by Commissioner Roe, the following matters were identified as matters whereby undertakings could be provided by the Corporation.

Accordingly the following undertakings are made:

- 1. Goulburn-Murray Rural Water Corporation undertakes that sub-clause 1.5.1 shall not operate so as to incorporate the Goulburn-Murray water policies into this Agreement or in any way affect or vary the entitlements of management, employees or the CPSU or AWU provided for in this Agreement. However this undertaking shall not affect the operation of clause 8 to the Appendix to the Agreement wherein various categories of employees may opt in to limited private use of a motor vehicle, provided those employees sign and meet the conditions set out in the lease based agreements between the Corporation and themselves. In the event that an employee cease to remain within the categories set out in the above clause the ability to retain a vehicle will cease.*
- 2. Goulburn-Murray Rural Water Corporation undertakes that an individual Employment Agreement reached pursuant to sub-clause 1.8 is an individual flexibility agreement and the provisions of sub-clause 1.9 shall be followed and shall apply to any agreement reached under sub-clause 1.9 shall be followed and shall apply to any agreement reached under sub-clause 1.8.*
- 3. Goulburn-Murray Rural Water Corporation undertakes that an individual flexibility arrangement entered into pursuant to sub-clause 1.9 individual flexibility arrangements must be signed by a parent or guardian of the employee if the employee is under 18 years of age.*
- 4. To avoid any doubt Goulburn-Murray Rural Water Corporation undertakes that any deduction pursuant to sub-clause 6.13 must be authorised in writing by the affected employee.*

Peter Fraser
Manager Employee Relations