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**Western Water**  
**ENTERPRISE AGREEMENT**  
**2008**

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Agreement between

**Western Water**

and the Single Bargaining Unit comprising

**Australian Municipal Administrative Clerical & Services Union**  
**(ASU)**

**Association of Professional Engineers, Scientists and Managers Australia**  
**(APESMA)**

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## 2. TITLE

This Agreement shall be known as the Western Water Enterprise Agreement 2008.

## 3. DEFINITIONS

<b><i>Western Water</i></b>	<i>Western Region Water Corporation or its successor</i>
<b><i>Employee</i></b>	<i>Any Employee of Western Water</i>
<b><i>Unions</i></b>	<i>Australian Municipal, Administrative, Clerical &amp; Services Union (ASU) Association of Professional Engineers Scientists &amp; Managers, Australia (APESMA)</i>
<b><i>Agreement</i></b>	<i>Western Water Enterprise Agreement 2008</i>
<b><i>AIRC</i></b>	<i>Australian Industrial Relations Commission</i>
<b><i>Award</i></b>	<i>Victorian Local Authorities Award 2001</i>
<b><i>Total Remuneration</i></b>	<i>The total annual remuneration (TR) received by an Employee under this Agreement is comprised of gross salary, annual leave loading and all other allowances payable under the Award, unless specifically provided by this Agreement</i>
<b><i>Consultative Committee</i></b>	<i>Western Water Consultative Committee</i>
<b><i>Balanced Scorecard</i></b>	<i>Balanced Scorecard is a strategic reporting tool that assists the business to monitor the achievement of key strategic objectives.</i>
<b><i>Act</i></b>	<i>Workplace Relations Act 1996 or its successor</i>
<b><i>The Standard</i></b>	<i>The Australian Fair Pay and Conditions Standard or its successor</i>
<b><i>Indoor Staff</i></b>	<i>means an Employee who works in any function other than principally in a Treatment Plant or Maintenance Services Depot</i>
<b><i>Outdoor Staff</i></b>	<i>means an Employee who works principally in a Treatment Plant or Maintenance Services Depot</i>
<b><i>Ordinary Pay</i></b>	<i>means the Employee's normal annual salary for ordinary hours worked, excluding any allowances, overtime penalties or premiums</i>
<b><i>Board</i></b>	<i>means the Board of Western Water</i>
<b><i>Employer</i></b>	<i>means Western Water or its successor</i>

<b><i>Statement of Obligations</i></b>	<i>means a set of instructions from the State Government to Western Water that may replace the Water Services Agreement</i>
<b><i>Employee Representative</i></b>	<p><i>is a duly accredited Employee representative:</i></p> <ul style="list-style-type: none"> <li>• <i>an Employee of Western Water on the invitation of Employees</i></li> <li>• <i>an official of the Unions on the invitation of Employees</i></li> <li>• <i>any other person legitimately able to represent Employees on the invitation of Employees</i></li> </ul>
<b><i>GSERP</i></b>	<i>means the Government Sector Executive Remuneration Panel</i>
<b><i>Senior Executive Officer (SEO)</i></b>	<i>means an employee of Western Water as defined by Clause 12 of this agreement</i>
<b><i>Review and Performance System (RAPS)</i></b>	<i>Means the performance review system used for employee annual performance reviews and assessment of band increments and End of Band Payments as provided in Clauses 21 and 23 of this agreement</i>
<b><i>Business Efficiency Action Team (BEAT)</i></b>	<i>Means the Western Water internal forum and process used to determine Business Efficiency Initiatives in Appendix B and Clause 21 of this agreement</i>
<b><i>WW Classification System</i></b>	<i>means the system used to classify employees in Western Water under the 1999 Enterprise Bargaining Agreement</i>

#### **4. THE AGREEMENT**

This Agreement commences on the date determined by the Workplace Authority and will expire on 30 August 2011.

#### **5. THOSE BOUND**

The Agreement shall be binding on:

1. Western Region Water Corporation (Western Water) or its successor and all Employees of Western Water and
2. Unions:
  - Australian Municipal, Administrative, Clerical & Services Union (ASU); and
  - Association of Professional Engineers Scientists & Managers, Australia (APESMA)

This agreement does not apply to the Managing Director and General Managers who are subject to GSERP Contracts of Employment.

#### **6. RELATIONSHIP TO AWARD**

This agreement is “stand alone” and displaces all provisions of the Victorian Local Authorities Award 2001.

#### **7. NO EXTRA CLAIMS**

Those bound recognise that during the operation of this Agreement there will be no extra claims.

During the life of this Agreement, the parties may agree to vary the terms of the Agreement in accordance with the *Workplace Relations Act*. The nominal expiry of any such variation is to be the same as the expiry date of this Agreement.

The Agreement shall not fall below the minimum standards under the *Workplace Relations Act* (or its successor)

#### **8. OBJECTIVES OF THE AGREEMENT**

- 8.1 Western Water’s vision is to be a leading service provider working with our community towards a sustainable future. This is to be achieved through the following pathways:
  - To drive an environmentally sustainable future
  - To proactively manage our destiny
  - To be a leading service provider as judged by our customers and the wider community.

- 8.2 Western Water recognises the need to provide technology to ensure its objectives are achieved. Innovative implementation of technology will ensure improved customer service and business efficiency and protection of the environment.

Western Water and its Employees are committed to deliver productivity and efficiencies through technology, training and support of a culture of innovation and continuous improvement.

- 8.3 Western Water is committed to maintaining and improving the Integrated Management System, eg: ISO9001 Quality Management System, ISO14001 Environmental Management System, HACCP and AS4801 Safety Management System.

## **9. EBA INITIATIVES/KEY PERFORMANCE INDICATORS**

- 9.1 Western Water and its Employees are committed to improving business performance against Government and Industry benchmarks.

- 9.2 Principles underpinning commitment to improved business performance are:

- Agreed goals encourage Employees to work smarter, not harder
- Attainment of new goals will not be at the expense of existing goals
- Western Water will monitor the efficiency and effectiveness of the way it does business
- Increases in pay will be matched with increases in performance.

- 9.3 EBA Key Performance Indicators (KPI) as set out in Appendix B – EBA Initiatives/Key Performance Indicators have been established to monitor progress toward the achievement of Western Water’s business goals. The Consultative Committee will regularly review KPI and targets to assess achievement of the agreed goals and resolve any difficulties.

- 9.4 Factors outside the control of those bound shall be taken into consideration in assessing salary increases due under this Agreement should the KPI goals not be achieved. No payments will be withheld due to circumstances beyond the direct control of the Employees concerned.

- 9.5 A summary of the achievements will be provided to all Employees via Balanced Scorecard reporting.

- 9.6 Each KPI will carry the same weight when determining salary increases during this Agreement.

## CONDITIONS OF EMPLOYMENT AND RELATED MATTERS

### 10. EMPLOYMENT TYPE

10.1 Employees covered by this Agreement will be employed on one of the following categories:

- Full time Employees;
- Permanent part time Employees;
- Casual Employees; and
- Temporary Employees.

At the time of engagement Western Water will advise each Employee of the terms of their engagement and in particular whether they are full time, permanent part time, casual or temporary.

#### 10.2 Full Time Employees

A full time Employee is one who is engaged on a continuing basis to work the ordinary hours prescribed by subclause 25.1 of this Agreement.

#### 10.3 Part Time Employees

A part time Employee is engaged to work less than full time hours.

A part time Employee shall be entitled to the benefits of this Agreement on a pro rata basis by reference to the hours worked. Part time employment may be used in a "job-share" arrangement.

10.3.1 A part time Employee is a permanent or temporary Employee who is engaged to work less than full time hours and has reasonably predictable hours of work, but does not include an Employee who is a casual Employee in accordance with this Agreement.

10.3.2 Western Water shall engage a part time Employee for an agreed number of hours of work per week, or an agreed number of hours averaged over a complete cycle of the roster (the agreed hours).

10.3.3 Part time Employees will be engaged for a minimum of two hours on each start.

10.3.4 At the time of engagement Western Water and the Employee will agree in writing on a regular pattern of work which specifies at least, the hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.

10.3.5 Work performed in excess of the agreed number of working hours of a part time Employee shall be paid in accordance with Clause 25 Additional Hours and Overtime of this Agreement.

- 10.3.6 No overtime will be worked without the approval of the Managing Director, or other Authorised Officer, by an Employee of their respective departments unless that Employee by reason of the urgency of the work is required to perform such overtime without prior approval.
- 10.3.7 In accordance with Clause 20 - Public holidays a part time Employee shall be paid for a public holiday(s) falling on a day or days on which he or she would normally have been required to work. Payment shall be on a pro rata basis paid at an Employee's ordinary rate of pay and shall be calculated by reference to the Employee's agreed hours.
- 10.3.8 Where a part time Employee is employed outside (wholly or partly) the ordinary spread of hours applicable to similar full time Employees, the actual hours worked shall be recognised at ordinary rate of pay for the purpose of all leave and superannuation entitlements.
- 10.3.9 Where the employment of a part time Employee changes to full time or vice versa, such Employee's leave and superannuation entitlements shall be adjusted on a pro rata basis accordingly.

#### 10.4 **Casual Employees**

A casual Employee shall be required to work such hours as are required from time to time by Western Water with a two hour minimum payment for each engagement.

A casual Employee shall be paid an additional 25% of the ordinary hourly rate which is paid in lieu of all paid leave, public holidays not worked and is compensation for the nature of casual work.

Western Water will review the employment of a casual Employee whose employment exceeds 3 months on a full time basis, or 3 months in the aggregate during a period of 6 months to determine whether it requires the Employee's position to be filled on a continuing basis.

#### 10.5 **Temporary Employees**

A temporary Employee will be an Employee who is engaged on either a full or part time basis to work in a position which is temporary in nature for a specified period of time and/or for a specific project, task or tasks.

Western Water will not dispense with a permanent position for the purpose of creating temporary position(s).

#### 10.6 **Trainees**

Trainees will be engaged in accordance with the wage rates and levels as prescribed in the National Training Wage Award 2000 as varied (PR904174 (AW790899)). These wage rates will apply to trainees while they are undertaking an approved traineeship.

A full time trainee shall be engaged for up to 18 months duration provided that the trainee is subject to a qualifying period of six months.

Trainees shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend approved training.

All other terms and conditions of this Agreement will apply to trainees including EBA pay increases.

Where the employment of a trainee is continued after the completion of the 18 month traineeship, this period shall be counted as service for the purposes of any relevant Agreement (or any other legislative) entitlements. In addition, once permanent the Employee will be encouraged to complete higher levels of appropriate training to achieve a recognised water industry or other qualification.

## **11. TERMS OF EMPLOYMENT**

11.1 Upon engagement Western Water will provide to each Employee a Position Description consistent with the requirements of the position which will clearly identify as a minimum:

- the accountability and extent of authority of the position;
- the level of judgement and decision making skills required;
- specialist skills and knowledge required to undertake the duties of the position;
- managerial skills;
- interpersonal skills;
- qualifications and experience required for the position.

11.2 Termination of employment in all cases will be as provided for in the appropriate Clauses of this Agreement.

11.3 A full time Employee will be entitled to payment in full for any working week while he/she is so employed even though he/she may actually be required to work during a portion only of a week.

11.4 Provided that a full time Employee who as a result of his or her own actions works less than 38 hours a week will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate ordinary weekly rate by 38.

11.5 An Employee will perform such work as will from time to time be required, including reasonable overtime.

11.6 An employer will not dispense with the services of a full time or part time Employee and engage such Employee as a casual Employee for the purpose of avoiding payment for sick and accident leave, holidays, annual leave or long service leave.

11.7 An Employee who has been absent for a period of ten working days, without the consent of Western Water, and during such time has not established to the satisfaction of Western Water that he/she was absent for reasonable cause, he/she will be deemed to have abandoned his/her employment without notice. Provided that Western Water will make a reasonable effort to contact the Employee before the contract is terminated under this subclause.

11.8. Termination in such circumstances will operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted.

- 11.9. Those bound recognise that Employees under Federal legislation can continue to work beyond age 65 years. It is agreed that all Employees aged 65 and over shall not be disadvantaged and will continue to receive all terms and conditions of employment applicable to Employees under the age of 65 including long service leave, WorkCover and superannuation subject to the operation of the *Superannuation Legislation Amendment (Simplification) Act 2007 (Commonwealth)*.

## **12. SENIOR EXECUTIVE OFFICERS**

- 12.1 An Employee classified as a Senior Executive Officer is an Employee whose duties and responsibilities exceed those specified in the definitions for Bands 1 to 8 in Appendix C - Classification Definitions.

## **13. SENIOR EXECUTIVE OFFICER (SEO) AGREEMENTS**

- 13.1 Western Water and an Employee designated as a Senior Manager/Technical Specialist whose duties and responsibilities exceed those specified in the definitions for Bands 1 to 8 in Appendix C – Classifications Definitions may enter into an SEO agreement in accordance with this clause.
- 13.2 An employee classified as a Senior Executive Officer will be entitled to receive a minimum salary specified in Appendix A of this agreement.
- 13.3 The Employee may nominate a representative to assist in negotiations for an SEO agreement.
- 13.4 An SEO agreement must be in writing and signed by the Employee and an authorised representative of Western Water. A copy must be provided to the Employee. The SEO agreement will provide:
- details of any salary package arrangements
  - details of any other non-salary benefits provided to the Employee
  - details of any performance pay arrangements and performance measurement indicators
  - an annual review of the agreement
  - the salary for the purposes of accident make up pay
  - access to the dispute resolution clause of this Agreement.
- 13.5 The terms of an SEO agreement will have effect as terms of this Enterprise Agreement and will prevail to the extent of any inconsistency over the terms of this Enterprise Agreement other than this clause provided that this does not result, on balance, in a reduction in the overall terms and conditions of employment of the Employee under the Enterprise Agreement 2008.

On request by an Employee, Western Water will conduct a review of benefits under the SEO agreement in comparison to the benefits to which the Employee would otherwise be entitled under this Enterprise Agreement and provide the results of the review to the Employee.

- 13.6 Subject to subclause 13.4, a SEO agreement may exclude the operation of specified provisions of this Enterprise Agreement dealing with rates of pay, allowances, overtime rates, penalty rates, out of hour's availability and rostered days off as specified in the following clauses:
- Classification and Minimum Rates of Pay
  - Additional Hours and Overtime
  - Allowances
  - Higher Duties
  - Worksite Flexibility/Starting Point
- 13.7 An Employee, party to an SEO agreement may terminate the agreement by giving not less than four weeks written notice to Western Water. An Employee who elects to opt out will not retain any benefit under the individual employment agreement that is greater than contained in this Enterprise Agreement.
- 13.8 Notwithstanding this provision, an Agreement entered into pursuant to Clause 11 Individual Employment Agreements of Western Water's Enterprise Agreement 2005 shall continue to apply for a period of 12 months from the date of commencement of this agreement unless before that date.
- 13.8.1 The Agreement expires.
- 13.8.2 By agreement the arrangement is terminated.
- 13.8.3 Either party to the Agreement seeks a review pursuant to this clause.

## 14. QUALIFYING PERIOD

On commencement of employment an Employee is subject to a three month qualifying period. The period of probation can be extended up to a maximum further period of three months by Agreement between the Employee and Western Water. During the qualifying period a review of performance will occur.

## 15. TERMINATION, RESIGNATION AND REDEPLOYMENT

### 15.1 Termination of Employment

- (1) Western Water will give the following notice, or pay in lieu of same, or combination of both on termination of a Staff member's employment.

Period of Continuous Service	Weeks Pay
Less than 1 year	1 week
More than 1 year to less than 3 years	2 weeks
More than 3 years to less than 5 years	3 weeks
5 years or more	4 weeks

- (2) If Western Water terminates the employment of an Employee who is 45 years of age or more and that Employee has had at least two years continuous service, Western Water will provide the Employee with an additional one weeks notice, or payment in lieu of that additional week, or a combination of both.
- (3) A statement of service will be issued on termination of employment by Western Water.
- (4) Accrued but untaken annual leave and long service leave entitlements will be paid out on the termination of employment.
- (5) Western Water will not provide the Employee with notice of termination, or payment in lieu of same, if the Employee's employment is terminated for reasons of serious misconduct.
- (6) Employees agree that, in the event of the termination of their employment, Western Water is entitled to deduct any agreed employment-related debt from their final termination payment.

## 15.2 Notice of Termination

15.2.1 The Employee may terminate employment on giving 2 weeks notice unless the following is agreed between those bound:

- a lesser period of notice
- payment in lieu of notice
- a combination of both; or
- a greater period of notice according to the letter of appointment.

15.2.2 Western Water will issue a statement of service on termination of employment to the Employee.

## 15.3 Redeployment and Retrenchment

- (1) Where a decision is made by Western Water which will result in a change to the way work is carried out or work no longer being performed, and as a result positions become excess to requirements, consultation with the affected Employee will occur in an endeavour to redeploy the Employee whose position is no longer required to another position if a suitable vacancy exists.
- (2) Any Employee whose position is no longer required and who is unsuccessful in being redeployed or appointed to a new position and for whom no suitable vacancy exists shall be declared redundant. Such Employees shall be eligible for the redundancy package available at the time of the redundancy which would be subject to Victorian Government Policy on Targeted or Voluntary Separation packages.
- (3) An Employee who has completed five years of service and who is declared redundant as a result of a Targeted Separation is entitled to be granted pay instead of long service leave at the rate of 10% of 3 months pay for each completed year of service in respect of long service leave or pay which the Employee has not already taken.
- (4) "Suitable vacancy" means a position classified at the Employee's substantive level where the Employee will be able to satisfactorily carry out the duties of that position with a reasonable amount of training.

- (5) If there are no redeployment opportunities at the same classification level then other positions at a lower classification level may be offered to the Employee(s). Such an offer may be made to Staff that have the necessary skills to meet the requirements of the position. In this instance, salary will be maintained at the current classification salary and frozen until future EBA increases applying to the position become equal.

## **REMUNERATION AND RELATED MATTERS**

### **16. REMUNERATION**

Employees will receive a minimum weekly Total Remuneration which includes the pay increases referred to in Clause 21 for their classification. The rates of pay referred to in Appendix A – Classification and Minimum Rates of Pay are the base salary rates for the purposes of this Agreement. All increases in salary arising from this Agreement will be added to these base rates or annualised Total Remuneration incorporating allowances, whichever is applicable.

The rates of pay contained in this Agreement and the actual salaries paid to Employees are inclusive of all allowances and annual leave loading contained in the Award, except where these allowances are specifically provided for in this Agreement. Previous Enterprise Agreements have annualised and added to salary other Award allowances and annual leave loading with the exception of individual employees who are in receipt of ‘retained’ individual allowances, details of which are recorded and placed on an employee’s personnel file.

### **17. SALARY PACKAGING/SALARY SACRIFICING**

Employees covered by this agreement shall be entitled to participate in Western Water’s salary packaging/salary sacrificing arrangements subject to compliance with taxation laws and that there is no additional cost to Western Water as a result of an Employee undertaking a salary packaging/salary sacrificing arrangement. Any applicable fringe benefits tax will reduce the Employee’s salary component. Employer super contribution will not be reduced by the amount of the Employee salary sacrifice component.

### **18. PAYMENT OF WAGES**

- 18.1 All salaries and wages shall be paid fortnightly where practicable. For the purpose of calculating the amount payable fortnightly in respect of annual salaries, the annual salaries shall be divided by twenty six.

Provided further Western Water shall pay salaries by means of electronic funds transfer or, at the sole discretion of Western Water, may elect to pay salaries by cash or cheque.

- 18.2 Where an Employee is absent from work other than on paid leave, such Employee shall be paid for the hours worked only.

## **19. CLASSIFICATION AND MINIMUM RATES OF PAY**

- 19.1 Minimum weekly rates of pay will be paid to Employees as set out in Appendix A – Classification and Minimum Rates of Pay.
- 19.2 Western Water will grade its Employees in accordance with the classification definitions and grading contained in Appendix C – Classification Definitions.
- 19.3 Subject to meeting the classification definitions, the minimum classification for a position requiring a professional engineering qualification recognised by the Institute of Engineers Australia must be no less than Band 5 Level A.
- 19.4 Subject to meeting the classification definitions, the minimum classification for a position requiring the exercise of duties by an Experienced Engineer must be no less than Band 6 Level A.
- 19.5 Experienced Engineer means a professional engineer with the undermentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires qualifications of the Employee as (or at least equal to those of) a member of the Institute of Engineers, Australia.
- 19.6 The aforesaid qualifications are as follows:
- that he/she is a member of the said Institute; or
  - that he/she having graduated in a four year or a five year course at a University recognised by the said Institute, has had four years experience in professional engineering duties since becoming a qualified engineer; or
  - that he/she, not having so graduated, has had five years of such experience.

## **20. OPTION FOR ANNUALISED SALARY**

- 20.1 By agreement between Western Water and the Employee, a banded Employee can be paid at an annualised rate which is made up of the agreement rate and an additional component.
- 20.2 In such cases, the annualised salary agreement may provide that the provisions of the following clauses do not apply:
- Additional Hours and Overtime
  - Allowances
  - Higher Duties
  - Worksite Flexibility/Starting Point
- Provided that the annualised rate was sufficient to cover what the Employee would have been entitled to if all award required payments, including penalty rate payments and allowances, had been complied within the year. The additional payment may be taken in the form of a non salary benefit.
- 20.3 Provided further in the event of termination of employment prior to completion of a year, the annualised rate paid during such period of employment will be sufficient to cover what the Employee would have been entitled to if all Agreement overtime payments, penalty rate payments and obligations had been complied with.

- 20.4 An agreement under this clause:
- must be in writing and signed by both parties; and
  - provide an annual review of the agreement; and
  - provide for access to dispute resolution in accordance with this Enterprise Agreement.

## **21. INCREASES DURING THIS AGREEMENT**

21.1 Subject to achievement of agreed targets set out in Appendix B, Employees covered by this Agreement will receive the following salary increases:

- a) from 27 November 2008, 4.5%
- b) from the first full pay period 12 months after the first pay increase, 4% or \$32.00 weekly whichever is the greater
- c) from the first full pay period 12 months after the second pay increase, 3.5% or \$32.00 weekly whichever is the greater.

21.2 Subject to the achievement of the agreed KPI detailed in sub-clause 21.3, all Employees classified as Bands 2 to 8 and Employees on the “WW” classification system who are at the end of their Band and who do not receive a Band increment within the 12 months preceding the effective date of payment will receive a “End of Band” payment of \$500 or 1% of base salary whichever is the greater.

The actual date of payment of the "End of Band" payment will be as follows:

- at the commencement of this Agreement;
- from the first full pay period 12 months after the first payment;
- from the first full pay period 12 months after the second payment.

The “End of Band” payment will be paid in the form of a bonus and will not be added to the salary rates specified in Appendix A of this Agreement or added to an Employee’s annual salary.

The payment of the “End of Band” payment to individual Employees will be subject to ‘satisfactory performance’ as measured by the preceding RAPS review and will be applied consistently using the same criteria applied to an incremental move within a Band as outlined in Clause 23 Annual Review of this Agreement.

21.3 The “End of Band” payment will be subject to the achievement of Business Efficiency savings of \$70,000 per annum additional to the savings of \$300,000 per annum contained in Appendix B of this agreement. The business efficiencies/cost savings are measured as part of the ‘BEAT’ initiatives each financial year.

The achievement of the additional \$70,000 per annum will be reviewed effective at the end of the financial year and subject to external audit. The satisfactory achievement of the quantifiable savings will trigger the payment of the \$500 or 1% at the dates specified above. In the event the KPI is part achieved, the matter will be referred to the Consultative Committee who will recommend a pro rata amount for the End of Band payment. If those bound cannot reach agreement, the matter will be dealt with under Clause 49 Prevention and Settlement of Disputes of this Agreement.

In the event that business efficiencies/cost savings exceed \$370,000 as at 30 June 2009 and 30 June 2010, then this excess amount will be carried over into the next financial year for the purposes of calculating business efficiencies/cost savings towards the payment of the next End of Band payment.

## **22. ACCIDENT PAY**

- 22.1 Western Water will pay an Employee accident pay where the Employee is in receipt of weekly payments of compensation by or on behalf of Western Water in accordance with the provisions of the *Accident Compensation Act 1985* and the *Accident Compensation (WorkCover) Act 1992*.
- 22.2 Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee in accordance with the *Accident Compensation Act 1985*, the *Accident Compensation (WorkCover) Act 1992* and the Employee's appropriate 38 hourly rate or in the case of a part time Employee, the pro rata rate, including the amount an Employee would have received as a "standby" payment paid in accordance with Clause 29.2 of this Agreement.
- 22.3 Western Water will pay accident pay during the incapacity of the Employee arising from any one injury until the incapacity ceases or until the expiration of 26 weeks from the date of payment of first payment with respect to the injury whether the incapacity is in one continuous period or not.
- 22.4 Western Water's liability to pay accident pay will arise as at the date of the injury or accident in respect of the compensation payable and the termination of an Employee's employment for any reason during the period of incapacity will in no way affect the liability of Western Water to pay accident pay as provided in this clause.
- 22.5 In the event that an Employee receives a lump sum in redemption of weekly payments, the liability of Western Water to pay accident pay will cease from the date of redemption.
- 22.6 Notwithstanding the provisions of this clause:
- The liability to pay accident make-up pay to casual, temporary or Employees who retire will cease at the expiration of such engagement or 26 weeks whichever is the lesser period.
  - Where an Employee has given notice of their intention to retire and is injured prior to the notified date of retirement, the liability to pay accident make-up pay will cease at the date on which the Employee was due to retire or 26 weeks whichever is the lesser period.

## **23. ANNUAL REVIEW**

A review will be undertaken annually for all full time and part time Employees using the Review and Performance System (RAPS).

The annual review system includes a process to determine progression from one level to the next within a Band or a classification level contained in Appendix A - Classification and Minimum Rates of Pay.

The review will be confidential and comprise the following:

- a review of the level within a Band or classification level;
- a review of skills acquired and utilised over the previous period;
- a plan to identify skill gaps and training needs over a 12 month period;
- a review of performance and service standards over the previous 12 months;
- a review of the Position Description.

Progression from one level to the next will not be automatic but will be dependent on achievement of the following:

- the acquisition and satisfactory utilisation of new or enhanced skills as required by Western Water and as determined in accordance with the RAPS;
- the meeting of established performance objectives as determined in accordance with the RAPS;
- satisfactory performance and service standards over the previous 12 months.

Provided that any Employee who has had an absence of paid leave in excess of 3 months in aggregate or any unpaid leave in the preceding 12 months, may have his/her review delayed by the period of such absence.

## **24. SUPERANNUATION**

Western Water will make superannuation contributions in respect of the Employees regardless of age, covered by this Agreement in accordance with this clause.

24.1 Those bound agree that all employer superannuation contributions will be made by Western Water to the Local Authorities Superannuation Fund, known as Vision Super which is a complying superannuation fund under the *Superannuation Industry (Supervision) Act 1993*. This includes:

- (i) all contributions made under the provisions of the *Superannuation Guarantee (Administration) Act 1992*, as amended; and
- (ii) any other employer contributions, such as those made under salary sacrifice arrangements or under defined benefit arrangements.

24.2 Western Water will during the life of this Agreement contribute to Vision Super in respect of its Employees and allow Employees wishing to make voluntary contributions to do so by means of salary deductions or salary sacrifice.

## **HOURS OF WORK AND OVERTIME**

### **25. HOURS OF WORK**

25.1 The ordinary hours of work for a full time Employee will be 38 hours per week to be worked between 7.00 am and 7.00 pm Monday to Friday inclusive, or an average of 152 hours every four weeks. These hours will be worked in no less than 19 days in a four week cycle.

25.2 It is agreed that the taking of RDO's during peak periods may be deferred subject to a roster to be developed by each Team including provision for staggering RDO's from

Monday to Friday and approved by a member of the Management Team or their representative. Up to 3 RDO's may be accumulated to be taken at a time approved by the relevant Manager and during the off peak period. An Employee may request approval to defer and accumulate up to a maximum of 5 RDO's for the purpose of meeting their family responsibilities such as child care, school holiday care or dependent care.

As a general principle, as far as practicable, no two team members from the same Team shall be absent on RDO's on the same day or be absent at the same time.

- 25.3 The ordinary hours and the normal start and finish times of outdoor and indoor Employees may be varied by agreement between the affected employees and their manager during the operation of this Agreement.
- 25.4 An outdoor Employee will be entitled to a 30-minute unpaid lunch break and an indoor Employee will be entitled to a 45-minute unpaid lunch break. The timing of lunch breaks will depend on the operational needs of the work team and Western Water's business. Standard lunch times are between 12.00 – 2.00 pm. Lunch times and their duration may be varied by agreement between the affected Employees and their Manager. Employees will generally be given continuous access to tea/coffee making facilities, to enable these refreshments to be taken without interruption to normal workflow. Where Employees work in a location that it is not possible to continue to work and access tea/coffee facilities, then Employees will have access to a 15-minute tea/coffee break at a convenient time.

## **26. ADDITIONAL HOURS AND OVERTIME**

An Employee may be requested by their Manager to work more than their normal weekly or daily hours. Where an Employee is directed to work in excess of ordinary hours, the time worked will be paid as overtime in accordance with the penalty rates applied in this clause. At the request of the Employee overtime may be taken as time in lieu at a mutually convenient date on a time for time basis.

### **26.1 Reasonable Overtime**

26.1.1 Subject to this clause an Employer may require an Employee to work reasonable overtime at overtime rates.

26.1.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable with regard to:

- any risk to Employee health and safety;
- the Employee's personal circumstances including any family responsibilities;
- the needs of the workplace or enterprise;
- the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- any other relevant matter.

### **26.2 Part Time Employees**

- 26.2.1 Penalty rates will apply to part time Employees only when the hours performed exceed eight in any day within the normal spread specified by Clause 25 – hours of work of this Agreement and for work performed outside this spread.
- 26.2.2 Part time Employees required to work overtime on a Saturday, Sunday or public holiday will be paid at the appropriate overtime rate in accordance with this clause.

### 26.3 Ordinary Overtime/Planned Overtime

Where an Employee is directed to work overtime in excess of ordinary hours directly before and leading into ordinary hours of work or immediately following on from ordinary hours of work or where the additional hours are worked where an Employee returns to work on any day to perform a specific pre arranged job, Employees will be paid for actual hours worked as follows:

- 26.3.1 For work on Monday to Saturday, time and a half for the first two hours and double time for all hours beyond the first two hours in excess of ordinary hours.
- 26.3.2 For work on a Sunday, double time for all hours worked.
- 26.3.3 For work on a Public Holiday, other than Good Friday or Christmas Day:
- (a) for hours within the ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid ordinary time for the public holiday plus time and a half for the actual hours worked.
  - (b) for hours outside the ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid double time and a half for actual hours worked.
- 26.3.4 For work on Good Friday or Christmas Day:
- (a) for hours within the ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid ordinary time for the public holiday plus double time for the actual hours worked.
  - (b) for hours outside the ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid triple time for actual hours worked.
- 26.3.5 **Public Holiday on a Weekend**  
Where the public holiday falls on a Saturday or Sunday, the rate of payment for overtime is double time and a half other than if the public holiday is Christmas Day, when the payment for overtime is triple time.

## 26.4 Call Outs/Call Outs while on Standby

Where an Employee is called out to work overtime prior to commencement of work and is required to continue up to and beyond their normal starting time, ordinary overtime as provided in sub Clause 26.3 will apply.

Where an Employee is called out to work overtime after leaving his or her place of employment, he/she will be paid overtime in accordance with this subclause, provided that where an Employee receives a second or subsequent call out prior to returning home, this will not be treated as a separate call out and treated as part of the first call out. Time worked on second or subsequent call outs prior to returning home will be deemed continuous work and paid continuous with the first call out. Employees called out to work overtime will be paid as follows:

- 26.4.1 For work on a Monday to Saturday, where an Employee works for two hours or less, the Employee will be paid time and a half with a minimum payment of three hours. Where an Employee works for more than two hours, the Employee will be paid for the first two hours at time and a half and double time for the remaining hours worked with a minimum payment of three hours.
- 26.4.2 For work on a Sunday, for the first call out for the day the Employee will be paid double time for all hours worked with a minimum payment of three hours and for subsequent call outs on the same day, double time for all hours worked.
- 26.4.3 For work on a Public Holiday other than Good Friday or Christmas Day, for the first call out for the day for hours within the ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid ordinary time for the public holiday plus time and a half for the actual hours worked with a minimum payment of three hours. For subsequent call outs on the same day, time and a half for actual hours worked provided that where the work is outside of ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid double time and a half for all actual hours worked.
- 26.4.4 For work on a Public Holiday other than Good Friday or Christmas Day for the first call out for the day for hours outside the ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid double time and a half for actual hours worked with a minimum of three hours. For subsequent call outs on the same day, double time and half for actual hours worked.
- 26.4.5 For work on Good Friday or Christmas Day, for the first call out for the day for hours within the ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid ordinary time for the public holiday plus double time for the actual hours worked with a minimum payment of three hours. For subsequent call outs on the same day, double time for actual hours worked provided that where the work is outside of ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid triple time for all actual hours worked.

26.4.6 For work on Good Friday or Christmas Day, for the first call out for the day for hours outside the ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid triple time for actual hours worked with a minimum of three hours. For subsequent call outs on the same day, triple time for actual hours worked.

26.4.7 **Public Holiday on a Weekend**

Where the public holiday falls on a Saturday or Sunday, the rate of payment for overtime is double time and a half other than if the public holiday is Christmas Day, when the payment for overtime is triple time.

26.5 **Remote Access**

Where an Employee has responded to a call requiring use of the computer based SCADA (Supervisory Control and Data Acquisition) system and is not required to attend the site, the Employee will be paid for a minimum payment of one hour at the applicable overtime rate as follows:

26.5.1 For work on a Monday to Saturday, where an Employee works for two hours or less, the Employee will be paid time and a half with a minimum payment of one hour. Where an Employee works for more than two hours, the Employee will be paid for the first two hours at time and a half and double time for the remaining hours worked.

26.5.2 For work on a Sunday, an Employee will be paid for all time worked at double time with a minimum payment of one hour. Each remote access required will be paid for a minimum of one hour.

26.5.3 For work on a Public Holiday other than Good Friday or Christmas Day, for remote access within the ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid time and a half for the actual hours worked with a minimum payment of one hour additional to the ordinary time payment for the public holiday. Each remote access required will be paid for a minimum of one hour.

26.5.4 For work on a Public Holiday other than Good Friday or Christmas Day for remote access outside of the ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid double time and a half for the actual hours worked with a minimum payment of one hour. Each remote access required will be paid for a minimum of one hour.

26.5.5 For work on Good Friday or Christmas Day, for remote access within the ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid double time for the actual hours worked with a minimum payment of one hour additional to the ordinary time payment for the public holiday. Each remote access required will be paid for a minimum of one hour.

26.5.6 For work on Good Friday or Christmas Day, for remote access outside of the ordinary hours of work the Employee would have worked had it not been a public holiday, the Employee will be paid triple for the actual hours worked with a minimum payment of one hour. Each remote access required will be paid for a minimum of one hour.

26.5.7 **Public Holiday on a Weekend**

Where the public holiday falls on a Saturday or Sunday, the rate of payment for overtime is double time and a half other than if the public holiday is Christmas Day, when the payment for overtime is triple time.

**26.6 Ten Hour Break**

Employees must have a ten hour break either before or after working any overtime and resuming work. Employees who are required to work for more than three hours between the hours of 10.00 pm and 7.00 am consecutively or in two separate blocks regardless of time worked must have a ten hour break before resuming normal work.

An Employee who has worked 15 hours straight at anytime must take a ten hour break. Variance to the operation of this clause requires approval from the relevant Manager prior to the resumption of work.

If an Employee is required to work before completing their ten hour break, the Employee will be paid at double time for all actual hours worked until released from work. Provided that the Employee will then be entitled to be absent from work until he/she has had ten consecutive hours off work without loss of pay for ordinary working time occurring during such absence.

**26.7 Working through Meal Breaks**

An Employee will not be required to work more than six hours without a recognised meal break. Provided that if the continuance of work is reasonably necessary and could not have been avoided by any reasonable action of the employer, an Employee will be paid at the rate of time and a half until a meal break is taken. Such time is not additional to an Employee's ordinary hours of work.

**27. LOSS OR DAMAGE TO CLOTHING OR PERSONAL ITEMS**

If an Employee's clothes or other personal items which are required for use by the Employee while on duty are spoiled or destroyed, he/she will be reimbursed for the value of the spoiled or destroyed item(s), provided that such loss or damage is not in any way caused by the Employee's own act or negligence.

Personal items are defined as items worn by the Employee while at work and exclusive of mobile phones, iPods etc.

This Clause will not apply when an Employee is entitled to Worker's Compensation in respect to the damage.

## **28. PUBLIC HOLIDAYS**

28.1 An Employee, other than a casual, shall be entitled to the following public holidays or other holidays gazetted by the Victorian Government without loss of pay:

New Years Day	Australia Day
Labour Day	Good Friday
Easter Saturday	Easter Monday
Anzac Day	Queens Birthday
Melbourne Cup Day	Christmas Day
Boxing Day	

28.2 When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27th December. When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28th December. When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

28.3 The public holidays set out in above are in addition to Annual Leave and Long Service Leave entitlements.

## **29. ALLOWANCES**

### **29.1 Absorption of Allowances**

The following award allowances are incorporated into the base pay rates of this Agreement:

- Industry allowance
- Leading hand allowance
- Employee in charge of plant
- Trades allowance
- Tool allowance
- Registered plumber's allowance
- Plumbing trades allowance
- Licence allowance
- Special rates
- Wet work
- Dead animals
- Disability rates
- Hot places
- First aid allowance

Provided that where Western Water requires an Employee to obtain a First Aid Certificate, all training costs will be paid by Western Water and the Employee will be paid to attend such training.

Provided further that in relation to individual allowances received in previous agreements or under the award, these have been added to base salaries and form part of an Employees' annualised salary or an Employee's annualised salary plus individual "retained" allowances. The details of these allowances which form part of an Employee's annualised salary or individual 'retained' allowances are recorded and placed on the Employee's personnel file.

## 29.2 **Standby**

Any Employee who is required to be available for standby duty for seven consecutive days will be paid an allowance equivalent to sixteen hours of ordinary pay for each occasion they are on standby.

Employees will be paid the standby allowance at their rate of pay with an upper limit of \$439.03 being applied. Pay increases referred to in Clause 21 Increases During this Agreement will be applied to this amount over the life of this Agreement.

## 29.3 **Meal Break and Meal Allowance**

A meal break means an unpaid period of not less than 20 minutes and not more than 60 minutes.

### 29.3.1 **Weekdays**

An Employee required to work overtime which is continuous with normal working hours and who is at work beyond two hours in addition to the interval taken for a meal break, shall be paid a meal allowance. Provided that an Employee will be entitled to a meal break and meal allowance at 6.30 pm regardless of whether or not the Employee has completed a full two hours of overtime.

After completion of each four continuous hours of such overtime, an additional meal break shall be given and taken for which a subsequent meal allowance shall be paid, provided the Employee is required to work beyond each respective fourth hour.

### 29.3.2 **Saturdays, Sundays, Public Holidays and Call Back**

An Employee required to work overtime on a Saturday, Sunday, public holiday or on recall to duty shall be entitled to a meal break and meal allowance after four hours of continuous work, provided the Employee is required to work beyond the fourth hour.

After completion of each four continuous hours of such overtime, calculated from the end of the previous meal entitlement, an additional meal break shall be given and taken for which a subsequent meal allowance shall be paid, provided the Employee is required to work beyond each respective fourth hour.

### 29.3.3 **Meal Allowances**

When an Employee is entitled to a meal break under 29.3.1 and 29.3.2 of this clause, Western Water shall pay a meal allowance of \$16.53 for the first meal and \$10.31 for each subsequent meal.

Subject to Western Water's approval an Employee may elect to work continuously without a meal break but such Employee shall not lose any entitlement to the meal allowance(s) specified in the clause

A meal allowance shall not be payable where Western Water provides or offers to provide an adequate and suitable free meal.

The meal allowance rates will be increased by the ABS figure for annual increase in the food component of the CPI for the 12 months to the June quarter in 2009, 2010 and 2011 to take effect on and from the date of increases referred to in Clause 21 of this Agreement.

### 29.4 **Travel Allowances**

An Employee required to provide his/her own vehicle to travel on Western Water business will be reimbursed the following kilometre rates:

Vehicles	Per kilometre
Less than 6 cylinder	80 cents
6 cylinder or greater	97 cents

Increases to reimbursement rates will be applied to take effect on and from the date of increases referred to in Clause 21 of this Agreement.

### 29.5 **Holding the Phone Allowance (while an Employee oncall/standby takes a 10 hour break)**

Where an Employee is called on to cover for an Employee already on standby and oncall who is required to take a 10 hour break, the Employee who covers the Employee on standby is paid a "Holding the Phone" allowance in lieu of any entitlement to stand by and in addition to any applicable overtime or call out payments under this Agreement as follows:

- Monday to Friday, a daily allowance of 4 hours pay at ordinary rates;
- Saturday, a daily allowance of 6 hours pay at ordinary rates;
- Sunday, a daily allowance of 6 hours pay at ordinary rates.

No more than one holding the phone allowance can be paid in any 24 hour period.

Provided that the Employee already on standby and required to take the 10 hours break will not have their standby allowance reduced.

## 29.6 SCADA Allowance

Western Water operates a SCADA allowance policy where Employees who are required to make regular and significant use of the SCADA system at home enter into an agreement which in general provides for the installation cost and ongoing monthly allowance for usage of a second telephone line connection or an internet connection.

SCADA is paid as a fortnightly allowance of \$15.25 and is independent of any amount payable for standby, oncall or overtime spent accessing the SCADA system.

Pay increases referred to in Clause 21 Increases During this Agreement will be applied to this amount over the life of this Agreement.

## 30. HIGHER DUTIES

The opportunity for an Employee to undertake a higher level of responsibility is recognised as part of the overall process of Employee development and skills improvement.

Higher duties shall be paid on the minimum rate of salary applicable to the higher position where an Employee is directed by management to undertake the responsibilities and duties of a higher position for continuous periods of 5 working days or more. The minimum rate for payment of higher duties will be \$50 gross per week.

The higher duties rate of pay for an Employee acting in a higher position will be used for the calculation of overtime and standby allowances.

Where the full responsibilities and duties are not required to be performed, an Employee may be paid proportionate higher duties as determined by the relevant General Manager.

Higher duties at the appropriate classification are to be approved by the relevant General Manager and will be payable for the duration of the higher responsibilities as directed.

## 31. FLEXIBILITY AND EMPLOYEE ROTATION

The culture of Western Water is to encourage and develop the necessary skills for Employees to create an adaptable workplace and embraces the need to have Employees who are interchangeable and flexible.

Rotation of Employees is an opportunity for Western Water to continue to develop a flexible, mobile and well trained workforce resulting in improved efficiencies, productivity and improved customer service.

As part of the commitment to learning and development of all Employees, job rotation is seen as an opportunity for Employees to enhance their career prospects by broadening their work experience and gaining new skills.

The Review and Performance System (RAPS) gives Employees and Managers an opportunity to discuss relevant learning and development annually which may include Employee rotation.

Rotation will be determined on the basis of:

- balanced consideration of work program priorities and the capabilities of Employees to contribute effectively in such a way that their development is enhanced;
- appropriate and relevant training being provided to ensure Employees are able to contribute effectively to work program priorities.

No Employee will have their ordinary rate of pay reduced as a result of job rotation.

Rotation will be a mutually agreed outcome, be reasonable in the circumstances and will not unreasonably disadvantage the Employee.

## **32. WORKSITE FLEXIBILITY/STARTING POINT**

32.1 Every Employee upon engagement will be given a starting point which will be, subject to the provisions below, the commencement point of their daily work activities.

32.2 At the direction of Western Water, any Employee may be required to relocate his/her place of employment provided that:

- the relocation is within the boundaries of the Corporation; and
- the relocation is reasonable in the circumstances and does not unreasonably disadvantage the Employee.

32.3 Where agreement cannot be reached between the Employee and Western Water, the matter to be determined by reference to the disputes settling procedures.

32.4 An Employee who is required to start work temporarily at a location other than the normal workplace shall be paid at the ordinary rate (calculated to the nearest 15 minutes), or granted time off in lieu, in respect of travelling time, over the time reasonably spent travelling to the normal place of work, when travelling to the temporary location.

The return journey shall be in the Employee's own time.

The Employee and the immediate Manager shall agree as to whether the additional travel time is granted as time off or paid time.

However, if an Employee travels in their own time to attend a work related training program, such time shall be paid as follows:

- Less than one hour                      No payment
- More than one hour                      Full payment for time travelled
- Interstate, overseas, overnight      No payment

## **LEAVE**

### **33. ANNUAL LEAVE**

#### **33.1 Calculation of Service**

In calculating service for the purpose of this clause:

33.1.1 All periods of paid leave, including public holidays, shall be counted as service.

33.1.2 No periods of unpaid leave shall count as service, other than periods of unpaid leave of less than twelve months for which compensation is payable under the Act(s) of Parliament relating to accident compensation.

33.2 An Employee will receive 152 hours (pro rata for part time Employees) annual leave per year of service accrued fortnightly calculated on the Employee's ordinary hours of work. This leave accrues on a pro rata basis and is cumulative.

33.3 Annual leave shall be taken at a time, which is mutually convenient to the Employee and Western Water.

If a mutually convenient time cannot be agreed between Western Water and the Employee, Western Water may in accordance with the provisions of the Workplace Relations Act direct the Employee to take annual leave upon giving the Employee 3 months notice. An employee may access the Prevention and Settlement of Disputes process in the agreement.

33.4 Western Water respects the right of Employees to accrue annual leave entitlements and provides additional opportunities to achieve work life balance with a structured system of rostered days off, carer's leave and access to time off in lieu under the provisions of this Agreement.

#### **33.5 Excess Annual Leave**

Those bound are agreed that all Employees should be encouraged to take annual leave as it falls due and to keep their annual leave balances at 6 weeks accrual or less. Western Water will manage the process of taking an annual leave at least biannually through the RAPS process to ensure that where an Employee's annual leave accrual exceeds 6 weeks, plans will be agreed for leave to be taken to ensure the balance remains less than 6 weeks. Annual leave accrual is subject to a maximum of 8 weeks. Where an Employee continues to accrue annual leave in excess of 8 weeks, Western Water may require the Employee take leave to ensure the accrued balance is less than 8 weeks.

33.6 Employees may make an application to their relevant General Manager to accrue leave in excess of 6 weeks (including accrual in excess of 8 weeks) where they can show a plan detailing how and when their excess annual leave will be taken. Such applications will be considered in light of an Employee's overall leave balance and organisational needs.

### **34. 48/52 EMPLOYMENT CYCLE**

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Employees may apply to work a 48 week employment cycle in lieu of 52 weeks eg: to take an additional 4 weeks leave per year and receive 48 weeks salary to be payable over 52 weeks.

Applications must be approved by the Employee's Manager. Approval will be considered on the basis of:

- Operational needs of the team
- Impact on customer service
- Personal needs of the individual.

Applications for a 48/52 employment cycle can only be initiated by the Employee and will be for a 12 month period.

Employees must take their 4 weeks annual leave and the additional 4 weeks 48/52 leave within the 12 month period, notwithstanding Employees with greater than 4 weeks accrued leave at the outset of 48/52 will not be eligible to apply.

Employees will revert to 52/52 at the end of the approved 12 month period unless a further application is received and approved for a subsequent 12 months.

## **35. PERSONAL LEAVE**

The provisions of this clause apply to full time and regular part time Employees.

### **35.1 Amount of Paid Personal Leave**

35.1.1 Paid personal leave will be available to an Employee when they are absent because of:

- personal illness or injury (sick leave); or
- personal illness or injury of an immediate family or household member who requires the Employee's care and support (carer's leave); or
- an unexpected emergency affecting an immediate family or household member (carer's leave).

35.1.2 An Employee will be entitled to 12 days/91.2 hours of paid personal leave for each year of service granted on the anniversary of their appointment.

35.1.3 Unused personal leave accrues from year to year.

35.1.4 An Employee who has exhausted their entitlement may apply to the Managing Director for consideration of additional paid leave or an advancement of paid leave to assist the Employees personal or family circumstances.

### **35.2 Immediate Family or Household**

- 35.2.1 The entitlement to use personal leave for the purpose of carer's leave is subject to the person being either:
- a member of the Employee's immediate family; or
  - a member of the Employee's household.
- 35.2.2 The term immediate family includes:
- 35.2.2(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife or partner on a bona fide domestic basis; and
- 35.2.2(b) child or an adult child (including an adopted child, a step child or an exnuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

### 35.3 Sick Leave

- 35.3.1 An Employee is required to notify a team member or Manager of their absence as soon as practicable. This notice may be before or after the absence started and should indicate that the Employee requires leave because of a personal illness or injury.
- 35.3.2 An Employee may be required to provide evidence in relation to any period of personal leave in excess of 4 individual days per year or any leave in excess of two consecutive days. Evidence provided is a Medical Certificate from a registered health practitioner or if not reasonably practical to provide a Medical Certificate, a Statutory Declaration.
- 35.3.3 A Medical Certificate must state that in the opinion of the practitioner, the Employee was, is or will be unfit for work during the period because of illness or injury. If a Statutory Declaration is provided, it must state the Employee is, was or will be unfit for work due to personal illness or injury.
- 35.3.4 Where an Employee cannot reasonably comply with the documentation requirements of this clause due to circumstances beyond their control, the Employee will not be deemed to have failed to comply with the requirements of this clause.

### 35.4 Carer's Leave

- 35.4.1 An Employee is entitled to use up to 12 days/91.2 hours of their personal leave entitlement each year as carer's leave. In exceptional circumstances an Employee may access their accrued personal leave entitlement in excess of 12 days.
- 35.4.2 An Employee must notify a team member or Manager of their absence as soon as practicable. This notice may be before or after the absence starts. The notice must advise that the Employee requires leave to provide care or

support to a member of the Employee's immediate family or household as they are suffering either a personal illness, injury or unexpected emergency.

- 35.4.3 An Employee may be required to provide evidence in relation to any period of personal leave in excess of 4 individual days per year or any leave in excess of two consecutive days. Evidence provided is a Medical Certificate from a registered health practitioner or if not reasonably practical to provide a Medical Certificate, a Statutory Declaration.
- 35.4.4 A Medical Certificate must state that in the opinion of the practitioner, the member of the Employee's immediate family or household has had or will have a personal illness or injury in the period. If a Statutory Declaration is provided, it must state the Employee requires leave to provide care or support to a member of the Employee's immediate family or household member because of illness, injury or unexpected emergency.
- 35.4.5 Where an Employee cannot reasonably comply with the documentation requirements of this Clause due to circumstances beyond their control, the Employee will not be deemed to have failed to comply with the requirements of this Clause.
- 35.4.6 An Employee may take unpaid carer's leave by agreement with the employer.

### **35.5 Unpaid Personal Leave**

An Employee is entitled to take unpaid personal leave to care for members of his/her immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Employer Manager and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two days unpaid personal leave per occasion.

### **35.6 Casual Employees – Caring Responsibilities**

- 35.6.1 Casual Employees are entitled to be unavailable to attend work or to leave work:
- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - upon the death in Australia of an immediate family or household member.
- 35.6.2 Western Water and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be unavailable to attend work for up to two days per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- 35.6.3 Western Water will require the casual Employee to provide satisfactory evidence to support the taking of this leave.

## **36. COMPASSIONATE LEAVE**

### **36.1 Amount of Compassionate Leave**

- 36.1.1 Employees are entitled to three days compassionate leave during each year of employment on each occasion, when a member of the Employee's immediate family or a member of the Employee's household:
- contracts or develops a personal illness that poses a serious threat to his/her life; or
  - sustains a personal injury that poses a serious threat to his/her life; or
  - dies.
- 36.1.2 Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.
- 36.1.3 An Employee may take unpaid compassionate leave by agreement with the Employer.
- 36.1.4 Western Water will require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

## **37. LONG SERVICE LEAVE**

Employees are entitled to long service leave in accordance with the provisions of the Water (Long Service Leave) Regulations 2001 No. 79.

The Regulations include the following general provisions:

- (1) An Employee who has completed ten years of service is entitled to long service leave at the rate of 10% of 13 weeks pay for each completed year of service (equivalent 13 weeks at 10 years).
- (2) For every additional 5 year's service, long service leave at the rate of 10% of 13 weeks pay for each completed year of service (equivalent 6.5 weeks) will be granted.
- (3) Long service leave will be taken at a mutually convenient time.
- (4) Where an Employee has an entitlement to long service leave but has not taken the leave prior to termination of their employment, they will be paid out their entitlement to accrued long service leave at the rate of 10% of 13 weeks pay for each completed year of service.
- (5) If requested by an Employee, long service leave may be taken at double pay for half leave or half pay for double leave.

In addition to the Regulations, under this Agreement:

- (1) A minimum of 10 working days (or two weeks) Long Service Leave must be taken by an Employee at any one time unless otherwise agreed between the employer and employee.
- (2) Employees shall be entitled to take pro-rata long service leave entitlements after 7 years of continuous service.
- (3) Employees shall be paid pro rata long service leave entitlements after 7 years of continuous service on termination of employment.

### **38. PARENTAL LEAVE**

Subject to the terms of this clause 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 clause apply to full time, part time and eligible casual Employees, but do not apply to other casual Employees.

An eligible casual Employee means a casual Employee:

- (a) employed by an Employer 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.

For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual Employee because:

- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

#### **38.1 Definitions**

38.1.1 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 5 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.

38.1.2 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.

#### **38.2 Basic Entitlement**



38.2.1 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	16 weeks or 32 at half pay	36 weeks if primary care giver or 20 if paid leave taken at half pay	52 weeks
Paternity/partner	2 weeks	50 weeks if primary care giver	52 weeks
Adoption leave – primary care giver	16 weeks or 32 at half pay	36 weeks if primary care giver or 20 if paid leave taken at half pay	52 weeks
Adoption leave – secondary care giver	2 weeks	1 week	3 weeks

38.2.2 Subject to 1.3.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

38.2.2(a) for maternity leave and paternity leave, an unbroken period of up to two weeks at the time of the birth of the child;

38.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

### 38.3 Maternity Leave

38.3.1 An Employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

38.3.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks;

38.3.1(b) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

38.3.2 When the Employee gives notice under 38.3.1(a) hereof 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.

- 38.3.3 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.
- 38.3.4 Subject to 38.2.1 hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 38.3.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 38.9.2, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties. The Employer may require the Employee to start maternity leave if the Employee:
- 38.3.5(a) does not give the Employer the requested certificate within 7 days after the request; or,
- 38.3.5(b) within 7 days after the request for the certificate, gives the Employer a Medical Certificate stating that the Employee is unfit to work.
- 38.3.6 **Sick Leave and Special Maternity Leave**
- 38.3.6(a) Where the pregnancy of an Employee not then on maternity leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
- (i) Where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid sick leave entitlements in accordance with the relevant personal leave provisions;
- (ii) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under 38.2.1, and thereafter, to unpaid special maternity leave.
- 38.3.6(b) Where an Employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an Employee may take any paid sick leave to which she is entitled and/or unpaid sick leave in accordance with the relevant personal leave provisions.
- 38.3.7 Where leave is granted under 38.3.4 hereof, during the period of leave an Employee may return to work at any time, as agreed between the employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

## 38.4 Paternity/Partner Leave

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- 38.4.1 An Employee will provide to the Employer at least ten weeks prior to each proposed period of paternity/partner leave, with:
- 38.4.1(a) 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
- 38.4.1(b) written notification of the dates on which he or she proposes to start and finish the period of paternity leave; and
- 38.4.1(c) a Statutory Declaration stating:
- 38.4.1(c)(i) except in relation to leave taken simultaneously with the child's mother under Clause 38.2.2(a) or Clause 38.6.1(a), that he or she will take the period of paternity/partner leave to become the primary caregiver of a child;
- 38.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his or her spouse; and
- 38.4.1(c)(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.
- 38.4.2 The Employee will not be in breach of 38.4.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## 38.5 **Adoption Leave**

- 38.5.1 The Employee shall be required to provide the employer 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.
- 38.5.2 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.
- 38.5.3 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:
- 38.5.3(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
- 38.5.3(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.

- 38.5.4 As a general rule, the Employee must make application for leave to the employer 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. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- 38.5.5 Before commencing adoption leave, an Employee will provide the employer with a statement from an adoption agency of the day when the placement is expected to start and a Statutory Declaration stating:
- 38.5.5(a) 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.
- 38.5.5(b) except in relation to leave taken simultaneously with the child's other adoptive parent under Clause 38.2.2(a) or Clause 38.6.1(a), that the Employee is seeking adoption leave to become the primary care-giver of the child;
- 38.5.5(c) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
- 38.5.5(d) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- 38.5.6 An Employee must provide the employer with confirmation from the adoption agency of the start of the placement.
- 38.5.7 Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- 38.5.8 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.
- 38.5.9 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the employer 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 employer may require the Employee to take such leave instead.

## 38.6 Right to Request

38.6.1 An Employee entitled to parental leave pursuant to the provisions of Clause 38.2.1 may request the employer to allow the Employee:

38.6.1(a) to extend the period of simultaneous unpaid parental leave provided for in Clause 38.2.2(a) up to a maximum of eight weeks;

38.6.1(b) to extend the period of unpaid parental leave provided for in Clause 38.2.1 by a further continuous period of leave not exceeding 12 months;

38.6.1(c) to return from a period of parental leave on a part time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

38.6.2 The Employer 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 employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

### 38.6.3 **Employee's request and employer's decision to be in writing**

The Employee's request and the employer's decision made under Clauses 38.6.1(b) and 38.6.1(c) must be recorded in writing.

### 38.6.4 **Request to return to work part time**

Where an Employee wishes to make a request under Clause 38.6.1(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.

## 38.7 Variation of Period of Parental Leave

Unless agreed otherwise between the employer and Employee, where an Employee takes leave under Clause 38.2.1 and 38.6.1(b) an Employee may apply to their employer 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.

## 38.8 Parental Leave and Other Entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 38.6.

## **38.9 Transfer to a Safe Job**

38.9.1 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of maternity leave.

38.9.2 If the employer does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take paid leave, or the employer may require the Employee to take paid leave immediately for a period which ends at the earliest of either:

38.9.2(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

38.9.2(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 leave is in addition to any other leave entitlement the Employee has.

## **38.10 Returning to Work after a Period of Parental Leave**

38.10.1 An 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.

38.10.2 Subject to Clause 38.10.3, an 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 38.9 hereof, the Employee will be entitled to return to the position they held immediately before such transfer.

38.10.3 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.

## **38.11 Replacement Employees**

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

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

## **38.12 Communication during Parental Leave**

38.12.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

38.12.1(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

38.12.1(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.

38.12.2 The Employee shall take reasonable steps to inform the employer 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.

38.12.3 The Employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 38.12.1.

### **38.13 Pre Natal Leave**

Female Employees will have access to sixteen additional hours of paid leave per pregnancy to enable them to attend routine medical appointments associated with the pregnancy.

An Employee whose partner is pregnant will have access to eight hours paid leave per pregnancy.

The Employee must provide a Medical Certificate confirming the pregnancy to enable the Employee to access leave under this clause. Western Water may also require the Employee to provide a satisfactory Medical Certificate from a duly qualified Medical Practitioner with regard to any absence under this clause.

## **39. JURY SERVICE**

39.1 An Employee required to attend for jury service during his/her ordinary working hours will be reimbursed by Western Water an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of pay he/she would have received in respect of ordinary time he/she would have worked had he/she not been on jury service.

39.2 An Employee will notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service.

39.3 Further, the Employee will give his/her employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

#### **40. OTHER SPECIAL LEAVE**

Western Water acknowledges and values contributions of volunteers in community based organisations and reasonable paid leave will be approved for CFA, SES duty, St John Ambulance, members of the Reserve Defence Force etc. Employees must apply and obtain the approval of their Manager.

- 40.1 Where Employees have responded to a community based emergency, they will be entitled to the same rest periods before returning to work in accordance with Clause 26.6 of this Agreement.
- 40.2 Employees will be granted reasonable leave for the purpose of giving blood and plasma. This leave may be taken in work hours, if required, and the Employee must obtain the approval of their Manager.
- 40.3 All OH&S Committee members will have the opportunity to undertake recognised OH&S accredited training.
- 40.4 Community Leave known as “4 for 4” is available to assist Western Water’s objective of being a valuable member of the community. Western Water will offer community leave for 4 hours work at an approved community activity. This leave must be matched by four hours unpaid voluntary work. Events suitable for community leave will be agreed by General Managers and monitored by the Consultative Committee. The community leave events can be weekdays, weekends or public holidays. No penalty rates will apply.

#### **41. STUDY LEAVE**

- 41.1 Western Water will provide paid and unpaid leave to an approved Employee for the purposes of acquiring a qualification or course of study which is relevant to the functions of the business or an individual Employee's career development. Study leave is approved for a full course of study or where the course is greater than one semester, on a semester by semester basis in advance based on the requirements of the course.
- 41.2 Approval of applications for study leave will be consistent with guidelines established by Western Water and available to Employees.
- 41.3 Subject to specific details and procedures for granting and approval for study leave, generally approved study leave will provide for a combination of paid leave and leave in lieu on a time for time basis for weekly attendance at lectures and tutorials, attending examinations and preparation for assignments and examinations.
- 41.4 In addition to paid study leave, an Employee may apply for and be granted annual leave or unpaid leave for study leave purposes.

#### **42. LEAVE WITHOUT PAY**

Western Water provides normal leave options in the form of annual, personal, compassionate and long service leave. To assist Employees in better managing their

competing responsibilities, leave without pay may be considered as a flexible option to normal leave. Instances where leave without pay may be applied for might include:

- compassionate leave for extraordinary family circumstances;
- cultural and ceremonial leave;
- study leave;
- career purposes;
- personal leave.

Leave without pay must have the prior approval of the General Manager, except in an emergency situation. General Managers may exercise discretion depending on the circumstances prior to approving leave without pay.

Those bound to this agreement recognise and value the cultural diversity of all Employees and therefore shall provide the opportunity for Employees who are required to observe days of cultural ceremonial and/or religious significance. Where attendance requires time away from work, Employees may use any accrued annual leave to which they are entitled.

#### **43. EXTENDED LEAVE AND RETURN TO WORK**

During periods of extended leave Employees can elect to remain informed by receiving workplace newsletters and copies of internally advertised vacant positions.

Where Employees have been on extended leave their Team Leaders and/or Manager will ensure their incorporation back into the workplace includes any refresher or updated information. Particular emphasis is placed on the health and safety of the individual and workgroup members in any return to work.

### **WORK/LIFE BALANCE OPTIONS**

#### **44. EQUAL EMPLOYMENT OPPORTUNITY**

Western Water is committed to fulfilling its obligations under Equal Opportunity legislation. Western Water will endeavour to implement affirmative action policies and will always hire or promote Employees based on merit.

#### **45. WORKING FROM HOME**

Western Water recognises that Employees may request to work from home. A work from home agreement is one where the Employee works some of their time from home, without direct supervision, although with some on site attendances for training sessions or meetings. Working from home may be adopted as a response to a short term personal emergency, or to resolve specific tasks, or may be adopted long term as a part of an Employee's permanent role, subject to the operational requirements for the Employee's position from time to time. Employees wishing to apply to work from home whether for some or the majority of their working hours should submit a written request to their supervisor setting out their reasons for requesting to work from home. Western Water commits to considering requests from Employees to work from home on a case for case basis, and will assess each case based on

the job description, whether the requirements of the job can be completed from home, the operational requirements of the business and the suitability of the home as a workplace, to ensure compliance with Western Water's obligations under the *Occupational Health & Safety Act 2004*.

Equipment provided to the Employee to enable them to work from home remains the property of Western Water.

#### **46. BREAST FEEDING**

Western Water supports the right of mothers to continue breast feeding after their return to work and encourages mothers to make arrangements with their Manager to provide breaks in the working days to allow for breast feeding.

Western Water will ensure that there is a space available to working mothers who need to express milk in a private environment. Western Water will negotiate flexible work arrangements and breaks to accommodate the individual needs of parents and working mothers, subject to the operational requirements of the business.

#### **47. JOB SHARE ARRANGEMENTS**

An Employee may request to reduce their hours of work by entering into a job share arrangement with another Employee.

Western Water will consider any such request, and subject to the feasibility of the proposal and Western Water's operational requirements, may allow the job share arrangements to proceed.

Any provisions of this Agreement that apply to part time employment will apply to an Employee on a job share arrangement.

### **COMMUNICATION AND CONSULTATION**

#### **48. CONSULTATIVE COMMITTEE**

Western Water's Consultative Committee shall consider organisational issues which have a direct impact on Employees and be responsible for providing feedback and raising issues relevant to the implementation of Human Resources policies.

The Consultative Committee has an important role to play in relation to the monitoring and implementation of this Agreement.

## **49. PREVENTION AND SETTLEMENT OF DISPUTES**

### **49.1 Resolution of Disputes and Grievances**

Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement, other than termination of employment must be dealt with in accordance with this clause.

### **49.2 Obligations of Those Bound and Employees**

Those bound to the dispute or grievance and their representatives must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must co-operate to ensure that these processes are carried out expeditiously.

Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised Western Water of this concern and has not unreasonably failed to comply with a direction by Western Water to perform other available work that is safe and appropriate for the Employee to perform.

No parties to the dispute or grievance and their representatives, will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

### **49.3 Internal Process**

If the dispute or grievance falls within the scope of Western Water's internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process.

If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter will be dealt with in accordance with the processes set out below, provided that Clause 48.4 will not apply to the extent that their requirements have been satisfied as part of an internal review process.

### **49.4 Discussion of Grievance or Dispute**

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

If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of Western Water appointed for the purposes of this procedure. The Employee(s) may choose to have a representative present at this discussion.

If the matter is not settled, a party bound by the agreement may apply to the Australian Industrial Relations Commission (AIRC) to have the dispute or grievance dealt with by conciliation.

### **49.5 Conciliation**

Where a dispute or grievance is referred for conciliation, a member of the AIRC shall do everything that appears to the member to be right and proper to assist those bound to agree on terms for the settlement of the dispute or grievance.

This may include arranging:

- Conferences of those bound to the dispute or grievance and their representatives presided over by the member; and
- For those bound to the dispute or grievance and their representatives to confer among themselves at conferences at which the member is not present.
- Conciliation before the AIRC shall be regarded as completed when:
  - Those bound to the dispute or grievance and their representatives have reached agreement on the settlement of the grievance or dispute; or
  - The member of the AIRC conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in agreement by those bound to the dispute or grievance and their representatives on terms for settlement of the grievance or dispute; or
  - Those bound to the dispute or grievance and their representatives have informed the Commission member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

#### 49.6 **Arbitration**

If the dispute or grievance has not been settled when conciliation has been completed, either Party may request that the AIRC proceed to determine the dispute or grievance by arbitration.

Where a member of the AIRC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.

Subject to sub-Clause 49.7 below, the determination of AIRC is binding upon those bound to the dispute or grievance and their representatives.

An appeal lies to a Full Bench of the AIRC, with the leave of the Full Bench, against a determination of a single member of the AIRC made pursuant to this clause.

#### 49.7 **General Power and Procedures of AIRC**

Subject to any agreement between those bound to the dispute or grievance and their representatives in relation to a particular dispute or grievance and the provisions of this Clause, in dealing with a dispute or grievance through conciliation or arbitration, the AIRC may:

- Determine matters of procedure as if Clause 110 of the *Workplace Relations Act 1996* applied to the proceedings; and
- Exercise the powers set out in Clause 111 of the *Workplace Relations Act 1996*, to the extent relevant, as if Clause 111 applied to the proceedings.

#### 49.8 **Application to AIRC for assistance under the Model Clause**

An application to have the dispute dealt with by the AIRC under the model must be in accordance with Section 709 of the *Workplace Relations Act* (“Dispute resolution process conducted by the Commission under workplace agreement”).

However, before the AIRC assists those bound with a workplace dispute, those bound to the dispute or grievance and their representatives themselves, must ensure that the dispute cannot be resolved at the workplace level.

The AIRC is required by the *Workplace Relations Act* to refuse an application to have the dispute dealt with by the AIRC if the dispute is not one that can be referred to the AIRC under the terms of the dispute resolution clause, or if all of the steps that must be taken under the clause before the dispute can be referred to the AIRC have not been completed.

## **50. INTRODUCTION OF CHANGE**

50.1.1 Where Western Water has developed a proposal to implement significant change in matters pertaining to the employment relationship in any of the workplaces covered by this Agreement, Western Water will consult with Employees and their representatives.

50.1.2 Western Water shall discuss with Employees affected and their representatives where the Employees are affected, the introduction of the changes, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

50.1.3 The discussion shall commence as early as practicable after a definite decision has been made by Western Water to make the changes.

50.1.4 For the purposes of such discussions, Western Water shall provide in writing to the Employees concerned outlining all relevant information about the changes, including the nature, the expected effects on Employees and any other matters likely to affect Employees provided that Western Water shall not be required to disclose any confidential information, the disclosure of which would be harmful to Western Water's interests.

## **51. STAFF LEVELS**

Western Water endeavours to ensure that appropriate staffing levels be maintained at all times in essential service areas, subject to the operational requirements of the business.

## **52. TRANSMISSION OF BUSINESS**

The Western Water will manage transmission of business, should the need arise, by the following process:

- a) Where Government Policy exists, comply with the requirements of the Government's Policy as it relates to Transmission of Business.
- b) In the absence of Government Policy covering Transmission of Business Western Water will comply with the following provisions:

Western Water will not transmit any part or the whole of its business to another employer where that transmission will require the employment by the transmitter of any Employees of

the Corporation, during the life of this Agreement, unless that employer acknowledges its obligations under this Agreement pursuant to s.585 of the *Workplace Relations Act 1996*.

In this clause, "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, outsourcing, assignment or succession whether by agreement of or by operation of a law and "transmitted" has a corresponding meaning.

### **53. ANTI-DISCRIMINATION**

53.1 It is the intention of those bound to this agreement to achieve the principal object in s.3(j) of the Workplace Relations Act 1996 through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

53.2 Accordingly, in fulfilling their obligations under the Prevention and Settlement of Disputes clause, those bound must make every endeavour to ensure neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

53.3 Nothing in this clause is taken to affect:

53.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

53.3.2 an Employer, Employee or Registered Organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

53.3.3 the exemptions in s.659 of the Act.

**Signatories:**

.....  
Managing Director  
Signed for and on behalf of Western Water

.....  
State Secretary  
Signed for and on behalf of the  
Australian Municipal, Administrative, Clerical & Services Union (ASU)

.....  
Director of Victoria  
Signed for and on behalf of the  
Association of Professional Engineers,  
Scientists & Managers, Australia (APESMA)

**CLASSIFICATION AND MINIMUM RATES OF PAY**

To apply from the date determined by IRV after 30 August 2008 - Proposed new rates with industry allowance of \$24.09 added for Bands 2 and 3 then increased by 4.5% and removal of Level 3D.

<b>Award Band</b>	<b>Level A</b>	<b>Level B</b>	<b>Level C</b>	<b>Level D</b>
Band 2	705.08	721.14	739.48	
Band 3	755.92	785.81	816.92	
Band 4	825.76	849.33	877.87	898.56
Band 5	928.20	978.69	1030.81	1079.49
Band 6	1133.30	1183.59	1234.15	
Band 7	1270.99	1319.86	1370.18	1420.68
Band 8	1476.07	1531.49	1590.29	1652.49

SEO minimum salary - \$85,930.45 per annum

4% or \$32.00 per week increase from first full pay period 12 months after first increase

<b>Award Band</b>	<b>Level A</b>	<b>Level B</b>	<b>Level C</b>	<b>Level D</b>
Band 2	737.08	753.14	771.48	
Band 3	787.92	817.81	849.59	
Band 4	858.79	883.30	912.98	934.50
Band 5	965.33	1017.84	1072.04	1122.67
Band 6	1178.63	1230.93	1283.52	
Band 7	1321.83	1372.65	1424.99	1477.50
Band 8	1535.11	1592.75	1653.90	1718.59

SEO minimum salary - \$89,367.68 per annum

3.5% or \$32.00 per week increase from first full pay period 12 months after second increase.

<b>Award Band</b>	<b>Level A</b>	<b>Level B</b>	<b>Level C</b>	<b>Level D</b>
Band 2	769.08	785.14	803.48	
Band 3	819.92	849.81	881.59	
Band 4	890.79	915.30	944.98	967.20
Band 5	999.12	1053.46	1109.56	1161.96
Band 6	1219.88	1274.01	1328.44	
Band 7	1368.09	1420.69	1474.87	1529.21
Band 8	1588.84	1648.50	1711.79	1778.74

SEO minimum salary - \$92,495.48 per annum

EBA INITIATIVES/KEY PERFORMANCE INDICATORS

INITIATIVE	MEASURE																				
<b>To Drive an Environmentally Sustainable Future</b>																					
Maintain and improve Western Waters Integrated Management Systems	Maintain accreditation following system audits ISO 14001 Environmental ISO 9001 Quality AS 4801 Safety HACCP for Drinking Water (Continuous improvement A Quality)																				
Meet Greenhouse Gas Targets in GHG Strategy (net tonnes of CO2e)	End 2008/09 2009/10 2010/11 22826t 20923t 19021t																				
Meet Western Waters internal water use reduction targets	End 2008/09 2009/10 2010/11 50ML 45ML 40ML																				
Meet Western Waters unaccounted for water target	End 2008/09 2009/10 2010/11 ≤10% ≤9.5% ≤9%																				
Meet Western Waters potable substitution with recycled water target	End 2008/09 2009/10 2010/11 1100ML 1200ML 1300ML																				
<b>To Proactively Manage Our Destiny</b>																					
Achieve \$300k savings p.a. by Business Efficiency Initiatives	Balanced Scorecard \$300k p.a.																				
<b>To be a Leading Service Provider as Judged by our Customers and the Wider Community</b>																					
Service Western Water's customers and new growth in accordance with the Customer Service Charter	Collect and collate data to meet internal timeframes for ESC audits quarterly. Meet Customer Service Standards verified by ESC Audit for: <table border="1" data-bbox="639 1173 1433 1323"> <thead> <tr> <th></th> <th>2008/09</th> <th>2009/10</th> <th>2011/10</th> </tr> </thead> <tbody> <tr> <td>Water Quality Complaints per 1000 props</td> <td>4</td> <td>4</td> <td>4</td> </tr> <tr> <td>Water Main Breaks per 100km</td> <td>≤22</td> <td>≤21.5</td> <td>≤21</td> </tr> <tr> <td>Sewer Blocks per 100km</td> <td>≤29</td> <td>≤28.5</td> <td>≤28</td> </tr> <tr> <td>Call to Operator within 30 secs</td> <td>88%</td> <td>89%</td> <td>89%</td> </tr> </tbody> </table>		2008/09	2009/10	2011/10	Water Quality Complaints per 1000 props	4	4	4	Water Main Breaks per 100km	≤22	≤21.5	≤21	Sewer Blocks per 100km	≤29	≤28.5	≤28	Call to Operator within 30 secs	88%	89%	89%
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Call to Operator within 30 secs	88%	89%	89%																		
Prepare Asset Management Plans and implement priority outcomes/actions	Phase 1 Key Sewerage Assets 2008/09 Phase 2 Key Water Assets 2009/10 Phase 3 Remaining Assets 2010/11																				
Be an Employer of Choice Through HR Strategy  Western Water's goal is to achieve zero Lost Time Injuries and this will be aided by the successful achievement of the target OH&S audits and associated actions.	2008/09 - Implement HR policies in line with EBA 2008-2011 20 OH&S audits 2009/10 - Review and update Human Resources Manual 20 OH&S audits 2010/11 - Commence negotiations for Enterprise Bargaining Agreement Provide on-line Human Resources programs for Induction and Training 20 OH&S audits																				

## CLASSIFICATION DEFINITIONS

### NOTE:

- (a) All aspects of the following definitions must be taken into consideration when classifying individual positions and typically individual positions will meet the criteria under each heading for classification into that Band.
- (b) External Operational/Maintenance Services Employees are defined by Bands 1 to 6 of Part A of this Appendix.
- (c) Administrative/Technical/Professional Employees are defined by Bands 3 to 8 of Part A of this Appendix.
- (d) Senior Executive Officers are defined by Part B of this Appendix.

### PART A - EMPLOYEES - BANDS 1 TO 8

#### 1. EMPLOYEE BAND 1

A position in this Band has the following job characteristics:

##### 1.1 Accountability and extent of authority

- An Employee in this Band performs broad tasks involving the utilisation of a range of basic skills.
- Works under routine supervision either individually or in a team environment.
- Work performed falls within specific guidelines including the exercise of discretion in the application of established practices and procedures.
- Is responsible for the quality of their work.
- Assist in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

##### 1.2 Judgement and decision making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of tools, techniques and methods within a specified range of work. An Employee may resolve minor problems that relate to immediate work task.

##### 1.3 Specialist knowledge and skills

Indicative but not exclusive of the skills required of an Employee in this Band are:

- Safe and competent operation of light mechanical plant.
- Safe and competent driving of vehicles up to 4.5 tonne GCM.
- The undertaking of semi-skilled work.
- Assistance to skilled Employees.
- Basic horticultural maintenance not requiring any advanced botanical knowledge.

## **1.4 Inter-personal skills**

Position in this Band may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other Employees.

## **1.5 Qualifications and experience**

An Employee in this Band will have commenced on-the-job training which may include an induction course. Indicative but not exclusive of the qualifications required in this Band are the following:

- 1.5.1** Basic construction and maintenance work.
- 1.5.2** Introduction to basic horticulture.
- 1.5.3** Communication skills including radio procedures.
- 1.5.4** Basic concreting and bitumen work.

or relevant experience/on-the-job training commensurate with the requirements of the work in this Band.

## **2. EMPLOYEE - BAND 2**

A position in this Band has the following job characteristics:

### **2.1 Accountability and extent of authority**

- An Employee in this Band performs broad tasks involving utilisation of developed skills.
- Works in a team environment or works individually under routine supervision.
- Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
- May assist others in the supervision of work of the same or lower band.
- Is responsible for assuring the quality of work performed.
- Employees in this Band may provide on-the-job training based on their skill and experience.

### **2.2 Judgement and decision making**

**2.2.1** In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented.

**2.2.2** Employees in this Band are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

### **2.3 Specialist knowledge and skills**

Indicative but not exclusive of the skills required of an Employee in this Band are:

- Safe and competent operation of medium mechanical plant.
- Safe and competent driving of vehicles from over 4.5 tonne GCM to 13.9 tonnes GCM.
- Safe and competent handling and use of explosives.
- Concrete work, e.g. Floater.

- Pipe laying to line and grade from a plan.
- Control of a store.
- Estimating and ordering materials.
- Capable of working to a plan.
- Basic Administrative/Professional skills.
- Assist in the operation of a Water/Waste Water Treatment Plant.

## **2.4 Inter-personal skills**

Positions in this Band require oral communication skills and where appropriate written skills, with clients, members of the public and other Employees.

## **2.5 Qualifications and experience**

As a minimum an Employee in this Band will have satisfactorily completed the requirements of Band 1 or equivalent. Indicative but not exclusive of the qualifications required in this Band are the following:

- 2.5.1** Licence or certification in explosives handling.
- 2.5.2** Advanced construction and maintenance.
- 2.5.3** Basic VDU operation.
- 2.5.4** Communication skills including radio operation.
- 2.5.5** Inventory control.

or relevant experience/on-the-job training commensurate with the requirements of work in this Band.

## **3. EMPLOYEE - BAND 3**

A position in this Band has the following job characteristics:

### **3.1 Accountability and extent of authority**

#### **3.1.1 External Operational/Maintenance Services Employees**

- 3.1.1(a)** Employees perform work under general supervision.
- 3.1.1(b)** Employees in this Band have contact with the public or other Employees which involves explanations of specific procedures and practices.
- 3.1.1(c)** Positions in this Band may be required to supervise and coordinate others in similar or related work.
- 3.1.1(d)** Employees in this Band are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

#### **3.1.2 Administrative/Technical/Professional Employees**

- 3.1.2(a)** These positions are essentially doing jobs and are often the providers of information and support to clients and/or to more senior Employees.
- 3.1.2(b)** The work is performed within specific guidelines and under general supervision.

- 3.1.2(c)** The freedom to act is limited by standards, procedures, the content of the position description and the nature of the work assigned to the position from time to time. Nevertheless Employees in this Band should have sufficient freedom to plan their work at least several days in advance.
- 3.1.2(d)** Outcomes of work are readily observable.
- 3.1.2(e)** The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

## **3.2 Judgement and decision making**

### **3.2.1 External Operational/Maintenance Services Employees**

- 3.2.1(a)** These positions require personal judgement. The nature of work is usually specialised with procedures well understood and clearly documented.
- 3.2.1(b)** The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

### **3.2.2 Administrative/Technical/Professional Employees**

The nature of the work is clearly defined with procedures well understood and clearly documented. The particular tasks to be performed may involve selection from a limited range of existing techniques, systems, equipment, methods or processes in a defined range of recurring work situations. Guidance and advice is always available.

## **3.3 Specialised knowledge and skills**

### **3.3.1 External Operational/Maintenance Services Employees**

- 3.3.1(a)** These positions require proficiency in the operation of more complex equipment or knowledge of the use of plant which requires the exercise of judgement or adaptation.
- 3.3.1(b)** Indicative but not exclusive of the skills required of an Employee in this Band include:
- Understanding and application of quality control techniques.
  - Performance of trades and non-trade tasks incidental to the work.
  - Provision of trade guidance and assistance as part of a work team.
  - Provision of formal training programmes in conjunction with supervisors and trainers.
  - Supervisory skills.
  - Safe and competent operation of Heavy Mechanical Plant.
  - Safe and competent driving of Vehicles over 13.9 tonnes GCM to 22.4 tonnes GCM (Level 3A only) exceeding 22.4 tonnes GCM (Level 3B only).

### **3.3.2 Administrative/Technical/Professional Employees**

- 3.3.2(a)** These positions require proficiency in the application of standardised procedures, practices and/or in the operation of equipment or knowledge of the use of plant which requires the exercise of a limited degree of skill.
- 3.3.2(b)** An understanding may be required of the function of the position within its organisational context, including relevant policies and procedures.

## **3.4 Management skills**

### **3.4.1 External Operational/Maintenance Services Employees**

- 3.4.1(a)** Some positions in this Band are at the “work face”, others involve first line supervision of Employees at the “work face”.
- 3.4.1(b)** Employees in this Band must be able to provide Employees under their supervision with on-the-job training and guidance. Such Employees in this Band must also have a basic knowledge of personnel practices.

### **3.4.2 Administrative/Technical/Professional Employees**

- 3.4.2(a)** These positions require basic skills in managing time and planning and organising one’s own work so as to achieve specific and set objectives in the most efficient way within resources available and within a set timetable.
- 3.4.2(b)** Employees in this Band may assist other Employees by providing guidance, advice and training on routine technical, procedural or Administrative/Professional matters.

## **3.5 Inter-personal skills**

### **3.5.1 External Operational/Maintenance Services Employees**

Positions in this Band require skills in oral and written communication with clients, other Employees and members of the public and in the resolution of minor problems.

### **3.5.2 Administrative/Technical/Professional Employees**

These positions require skills in oral and written communication with clients, other Employees and members of the public and in the resolution of minor problems.

## **3.6 Qualifications and experience**

### **3.6.1 External Operational/Maintenance Services Employees**

- 3.6.1(a)** An Employee in this Band will have satisfactorily completed the requirements of Band 2 or equivalent, as well as structured training to one or more of the following levels:

- 3.6.1(a)(i)** Trade Certificate or equivalent.

- 3.6.1(a)(ii)** Completion of TAFE accredited/industry based training courses.

or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this Band.

### **3.6.2 Administrative/Technical/Professional Employees**

- 3.6.2(a)** The skills and knowledge needed for entry to this Band would normally be acquired through four years of secondary education plus a short industry based training course or some on-the-job training.

## **4. EMPLOYEE BAND 4**

A position in this Band has the following job characteristics:

#### **4.1 Accountability and extent of authority**

##### **4.1.1 External Operational/Maintenance Services Employees**

- 4.1.1(a)** They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.
- 4.1.1(b)** Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.
- 4.1.1(c)** Positions in this Band provide direction, leadership and on-the-job training to supervised Employees or groups of Employees.
- 4.1.1(d)** Employees with supervisory responsibilities are required to ensure that all Employees under their direction are trained in safe working practices and in the safe operation of equipment and made aware of all occupational, health and safety policies and procedures.

##### **4.1.2 Administrative/Technical/Professional Employees**

- 4.1.2(a)** Some positions in this Band are essentially doing jobs and are often the providers of information to clients and/or information and support to more senior Employees. Some positions may also supervise resources including other Employees and/or regulate clients.
- 4.1.2(b)** The freedom to act is limited by standards and procedures encompassed by the nature of the work assigned to the position from time to time. The work generally falls within specific guidelines, but with scope to exercise discretion in the application of established standards and procedures.
- 4.1.2(c)** Employees in this Band should have sufficient freedom to plan their work at least a week in advance.
- 4.1.2(d)** The effect of decisions and actions are usually limited to a localised work group or function, individual jobs or clients, or to internal procedures and processes.

#### **4.2 Judgement and decision making**

##### **4.2.1 External Operational/Maintenance Services Employees**

- 4.2.1(a)** In positions in this Band, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives.
- 4.2.1(b)** For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- 4.2.1(c)** Guidance and counsel are always available within the time available to make a choice.

##### **4.2.2 Administrative/Technical/Professional Employees**

Employees in this Band require:

- 4.2.2(a)** In these positions, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For Supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- 4.2.2(b)** Guidance and advice are always available within the time available to make a choice.

### **4.3 Specialist knowledge and skills**

#### **4.3.1 External Operational/Maintenance Services Employees**

- 4.3.1(a)** Employees in this Band must have the ability and skills to provide training in the post-trades or specialist disciplines either through formal training programmes or on-the-job training.
- 4.3.1(b)** Employees in this Band also require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.1(c)** Indicative but not exclusive of the skills required of an Employee in this Band include:
- Safe and competent operation of Very Heavy Mechanical Plant.

#### **4.3.2 Administrative/Technical/Professional Employees**

Employees in this Band require:

- 4.3.2(a)** An understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.2(b)** An understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents and an understanding of the goals of the unit in which they work and where appropriate, an appreciation of the goals of the wider organisation.
- 4.3.2(c)** Proficiency in the application of standardised procedures, practices, Acts and Regulations and an understanding of relevant precedents, previous decisions and/or proficiency in the operation of equipment or knowledge of the use of plant which require the exercise of considerable skill or adaptation.

### **4.4 Management Skills**

#### **4.4.1 External Operational/Maintenance Services Employees**

- 4.4.1(a)** Some positions in this Band are at the “work face” while others involve supervision of Employees or groups of Employees.
- 4.4.1(b)** All Employees at this level should have sufficient freedom to plan their work at least a week in advance.
- 4.4.1(c)** Where supervision is part of the job, it is expected that the supervisor will assist other Employees in their tasks where required.
- 4.4.1(d)** Supervisors are also expected to have a knowledge of personnel policies and practices applicable to the work performed and supervised Employees.

#### **4.4.2 Administrative/Technical/Professional Employees**

- 4.4.2(a)** The Employee must have a basic knowledge of personnel practices and be able to provide Employees under their supervision with on-the-job training and guidance.
- 4.4.2(b)** All positions necessitate skills in managing time and planning and organising one's own work.

#### **4.5 Inter-personal skills**

##### **4.5.1 External Operational/Maintenance Services Employees**

- 4.5.1(a)** Positions in this Band require the ability to gain co-operation and assistance from members of the public and other Employees in the performance of well defined activities.
- 4.5.1(b)** Employees in this Band may also be expected to write reports in their field of expertise.

##### **4.5.2 Administrative/Technical/Professional Employees**

- 4.5.2(a)** Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other Employees in the administration of well defined activities and in the supervision of Employees where applicable.
- 4.5.2(b)** Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if required.

#### **4.6 Qualifications and experience**

##### **4.6.1 External Operational/Maintenance Services Employees**

An Employee in this Band will have satisfactorily completed the requirements of Band 3 or equivalent as well as a minimum of a post-trades certificate (e.g. special class trades) or equivalent and/or will have in addition have completed a TAFE certificate course or equivalent.

##### **4.6.2 Administrative/Technical/Professional Employees**

- 4.6.2(a)** The skills and knowledge needed for entry to this Band are beyond those normally acquired through secondary education alone.
- 4.6.2(b)** Typically they would be gained through completion of a post-trade certificate or other post secondary qualification below diploma or degree or knowledge and skills gained through on-the-job training commensurate with the requirements of the work at this Band.

### **5. EMPLOYEE BAND 5**

A position at this level has the following characteristics:

#### **5.1 Accountability and extent of authority**

### **5.1.1 External Operational/Maintenance Services Employees**

- 5.1.1(a)** Positions in this Band may supervise resources and/or give support to more senior Employees.  
In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior Employees and a regular reporting mechanism to ensure adherence to plans.
- 5.1.1(b)** Whatever the nature of the position, Employees in this Band are accountable for the quality, effectiveness, cost and timelines of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- 5.1.1(c)** Employees with supervisory responsibilities are also required to ensure that all Employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

### **5.1.2 Administrative/Technical/Professional Employees**

- 5.1.2(a)** Positions in this Band may supervise resources, other Employees or groups of Employees and/or provide advice to or regulate clients and/or give support to more senior Employees.
- 5.1.2(b)** In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans.
- 5.1.2(c)** In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. The effect of decisions and actions taken on individual clients may be significant but the decisions and actions are always subject to appeal or review by more senior Employees.

In positions where the prime responsibility is to provide direct support and assistance to more senior Employees, the freedom to act is not limited simply by standards and procedures, and the quality of decisions and actions taken will often have an impact upon the performance of the Employees being supported.

## **5.2 Judgement and decision making**

### **5.2.1 External Operational/Maintenance Services Employees**

- 5.2.1(a)** In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.
- 5.2.1(b)** However, problems in this Band are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.
- 5.2.1(c)** Guidance and counsel may be available within the time available to make a choice.

### **5.2.2 Administrative/Technical/Professional Employees**

- 5.2.2(a) In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.
- 5.2.2(b) The work may involve solving problems, using procedures and guidelines and the application of professional or technical knowledge, or knowledge acquired through relevant experience.
- 5.2.2(c) Problems are occasionally of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.
- 5.2.2(d) Guidance and advice would usually be available within the time required to make a choice.

### **5.3 Specialist knowledge and skills**

#### **5.3.1 External Operational/Maintenance Services Employees**

- 5.3.1(a) Supervisors in this Band require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.1(b) Employees also require an understanding of the role and function of the senior Employees to which they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the long term goals of the wider organisation.
- 5.3.1(c) All Employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.
- 5.3.1(d) Positions in this Band provide direction, leadership and structured training or on-the-job training to supervised Employees or groups of Employees.

#### **5.3.2 Administrative/Technical/Professional Employees**

- 5.3.2(a) Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.2(b) Specialists and Employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.
- 5.3.2(c) Support Employees also require an understanding of the role and function of the senior Employees to whom they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the goals of the wider organisation.
- 5.3.2(d) All Employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

### **5.4 Management skills**

#### **5.4.1 External Operational/Maintenance Services Employees**

- 5.4.1(a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised Employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

- 5.4.1(b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and Employees training and development.

#### **5.4.2 Administrative/Technical/Professional Employees**

- 5.4.2(a) These positions require skills in managing time, setting priorities and planning and organising one's own work and in appropriate circumstances that of other Employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- 5.4.2(b) Where supervision is part of the job, the position requires an understanding of and ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and Employees training and development.

### **5.5 Interpersonal skills**

#### **5.5.1 External Operational/Maintenance Services Employees**

- 5.5.1(a) Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other Employees in the administration of defined activities and in the supervision of other Employees or groups of Employees.
- 5.5.1(b) Employees in this Band are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

#### **5.5.2 Administrative/Technical/Professional Employees**

- 5.5.2(a) These positions require the ability to gain co-operation and assistance from clients, members of the public and other Employees in the administration of well defined activities and in the supervision of other Employees where appropriate.
- 5.5.2(b) Employees in this Band will be expected to write reports in their field of expertise and/or to prepare external correspondence.

## **5.6 Qualifications and experience**

### **5.6.1 External Operational/Maintenance Services Employees**

- 5.6.1(a)** The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of TAFE certificate or associate diploma alone.
- 5.6.1(b)** They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this Band.

### **5.6.2 Administrative/Technical/Professional Employees**

- 5.6.2(a)** The skills and knowledge needed for entry to this Band are beyond those normally acquired through completion of secondary education alone.
- 5.6.2(b)** They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of the work in this Band.

## **6. EMPLOYEE BAND 6**

A position in this Band has the following job characteristics:

### **6.1 Accountability and extent of authority**

- 6.1.1** Positions in this Band may manage resources and/or provide advice to or regulate clients and/or provide input into the development of policy.
- 6.1.2** In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to goals and objectives. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.
- 6.1.3** In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision. The effect of decisions and actions taken in this Band on individual clients may be significant but it is usually subject to appeal or review by more senior Employees.
- 6.1.4** Few positions in this Band are primarily involved in policy development. Where they are, the work is usually of an investigative and analytical nature, with the freedom to act prescribed by a more senior position. The quality of the output of these positions can have a significant effect on the process of policy development.
- 6.1.5** Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.

### **6.2 Judgement and decision making**

The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. The work may involve improving and/or developing methods and techniques generally based on previous experience. Problem solving may involve the application of these techniques to new situations. Guidance and advice are usually available.

### **6.3 Specialist knowledge and skills**

**6.3.1** Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the practices.

**6.3.2** All positions require an understanding of the long term goals of the functional unit in which the position is placed and of the relevant policies of both the unit and the wider organisation.

**6.3.3** Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.

### **6.4 Management skills**

**6.4.1** These positions require skills in managing time, setting priorities, planning and organising one's own work and where appropriate that of other Employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

**6.4.2** Where management of Employees is part of the job, the position requires an understanding of and an ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and Employees development.

### **6.5 Inter-personal skills**

**6.5.1** These positions require the ability to gain co-operation and assistance from clients, members of the public and other Employees in the administration of defined activities and in the supervision of other Employees.

**6.5.2** All Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss specialist matters and with other Employees in other functions in their own organisation to resolve intra-organisational problems.

### **6.6 Qualifications and experience**

**6.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.

**6.6.2** Typically, they would be gained through completion of a degree or diploma course with some relevant experience. They might also be acquired through lesser formal qualifications and substantial relevant experience, or through substantial relevant experience in the field of specialist expertise.

## **7. EMPLOYEE BAND 7**

A position in this Band has the following job characteristics:

## **7.1 Accountability and extent of authority**

- 7.1.1** Positions in this Band may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.
- 7.1.2** In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. Decisions and actions taken at this level may have a significant effect on the programs or projects being managed or on the public perception of the wider organisation.
- 7.1.3** In positions where the prime responsibility is to provide specialist advice to or regulate clients, the freedom to act is subject to professional and regulatory review. The impact of decisions made or advice given may have a substantial impact on individual clients or classes of clients.
- 7.1.4** In positions where the prime responsibility is in policy formulation, the work may be of an investigative, analytical or creative nature, with the freedom to act generally prescribed by a more senior position. The quality of the work of these positions can have a significant effect on the policies which are developed.
- 7.1.5** All positions in this Band would have an input into policy development within their area of expertise and/or management.

## **7.2 Judgement and decision making**

- 7.2.1** These positions are essentially problem solving in nature. The nature of the work is specialised with methods, procedures and processes generally developed from theory or precedent. The problem solving process comes from the application of these established techniques to new situations and the need to recognise when these established techniques are not appropriate. Guidance is not always available within the organisation.
- 7.2.2** In positions where the prime responsibility is in policy formulation, the primary challenge will be intellectual and will typically require the identification and analysis of an unspecified range of options before a recommendation can be made.

## **7.3 Specialist knowledge and skills**

- 7.3.1** These positions require proficiency in the application of a theoretical or scientific discipline in the search for solutions to new problems and opportunities.
- 7.3.2** Where the prime responsibility is in policy formulation, analytical and investigative skills are required to enable the formulation of policy options from within a broad organisation-wide framework.
- 7.3.3** An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and political context in which it operates.

**7.3.4** Knowledge of and familiarity with the principles and practices of budgeting and relevant accounting and financial procedures may be required.

#### **7.4 Management skills**

**7.4.1** These positions require skills in managing time, setting priorities and planning and organising one's own work and where appropriate that of other Employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable despite conflicting pressures.

**7.4.2** In this Band, the position requires an understanding and an ability to implement personnel policies and practices including certified agreements, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, position descriptions and Employees development schemes. They would be also expected to contribute to the development and implementation of long term staffing strategies.

#### **7.5 Inter-personal skills**

**7.5.1** These positions require the ability to gain co-operation and assistance from clients, members of the public and other Employees in the administration of broadly defined activities and to motivate and develop Employees.

**7.5.2** Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss and resolve specialist problems and with other Employees within their own organisation to resolve intra-organisational problems.

#### **7.6 Qualifications and experience**

**7.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.

**7.6.2** Typically, they would be gained through completion of a degree or diploma course with several years of subsequent relevant experience. They might also be acquired through higher formal qualifications either in the field of specialist expertise or in management, together with a shorter period of experience, or they might be acquired through lesser formal qualifications with extensive relevant experience.

### **8. EMPLOYEE BAND 8**

A Position in this Band has the following job characteristics:

#### **8.1 Accountability and extent of authority**

**8.1.1** Positions in this Band may manage resources and/or regulatory or specialist units and/or develop and interpret policy.

**8.1.2** In positions where the prime responsibility is for resource management the freedom to act is governed by broad goals, policies and budgets with periodic reviews to ensure conformity with those goals and a reporting mechanism to ensure adherence to budgets. Decisions and actions taken in this Band may have a substantial effect on the operational unit being managed or on the public perception of the wider organisation.

**8.1.3** In positions where the prime responsibility is to manage regulatory or specialist units, the freedom to act is governed by the goals and policies of the organisation and by statute and subordinate legislation. Decisions and actions taken at this level may have a substantial effect on the community or sections of it.

**8.1.4** In positions where the prime responsibility is to develop policy options and strategic plans, the freedom to act is wide and limited only to the areas nominated by Employer or the corporate management. The advice and counsel provided by these positions is relied upon for guidance and part-justification for adopting particular policies the impact of which may be substantial upon the organisation and/or the community.

## **8.2 Judgement and decision making**

These positions generally involve both problem solving and policy development. Methods, procedures and processes are less well defined and Employees are expected to contribute to their development and adaptation. The work will typically require the identification and analysis of an unspecified range of options before a choice can be made. Employees at this level will identify and develop policy options in their own functional area for consideration and choice by their Manager or by Employer.

## **8.3 Specialist knowledge and skills**

**8.3.1** These positions require proficiency in the application of theoretical or scientific approaches in the search for solutions to new problems and opportunities which may be outside the original field of specialisation by the Employee.

**8.3.2** An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and socio-economic and political context in which it operates.

**8.3.3** A sound knowledge of budgeting and relevant accounting and financial procedures is essential except for specialist positions where such knowledge may not be required.

## **8.4 Management skills**

**8.4.1** Positions in this Band typically involve the supervision of large numbers of Employees or the supervision of tertiary qualified Employees or Employees with extensive experience.

**8.4.2** Management skills are required to achieve objectives and goals, taking account of organisational and external constraints and opportunities.

## **8.5 Inter-personal skills**

Positions require the ability to persuade, convince or negotiate with clients, members of the public, other Employees, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Employees at this level must be able to lead, motivate and develop other Employees.

## **8.6 Qualifications and experience**

- 8.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through a degree course and experience in the field of the Employee's specialist expertise alone.
- 8.6.2** Typically, the necessary skills and knowledge would be gained through further formal qualifications in the field of expertise or in management, or through at least four years of experience in another specialised field.
- 8.6.3** Alternatively, they might be acquired through lesser formal qualifications together with extensive and diverse experience, or intensive specialist experience.

## **PART B - SENIOR EXECUTIVE OFFICER**

### **9. SENIOR EXECUTIVE OFFICER**

Senior Executive Officers are as defined in Clause 12 of this Agreement.

**SINGLE BARGAINING UNIT CHARTER**

- This Unit is to be known as the Single Bargaining Unit.
- The make up of the unit is two Management representatives, three Outdoor Staff representatives, 1 Individual Employment Agreement representative and two Indoor Staff representatives. The Unit also allows for the role of Facilitator, this role is an administrative role that does not participate in the negotiation process.
- Everyone comes to the table as equals.
- The role in the Unit is separate from the work position.
- The meeting will be planned, have timeframes and action items.
- Caucus for staff reps meetings prior to Unit meetings may be undertaken for a period of 30 minutes prior to Unit meetings.
- We'll try to understand and respect other people's positions.
- We will keep our groups/staff informed both verbally at team meetings, circulating minutes to teams and faxing or emailing.
- Try to keep focused on our aim.
- We will provide positive support to other Unit members
- Quorum for meetings requires one management representative and three staff representatives at any meeting.
- Union officials have a right to attend all meetings where they have been requested by Employees.
- The negotiations should be open and frank by all parties.
- Single Bargaining Unit Charter should be reviewed at the commencement of a new agreement.
- A draft agreement will clearly indicate agreed Clauses and those in dispute.
- An agreed and outstanding list of log of claims will be regularly updated so that items are clearly tracked.