DECISION

*Fair Work Act 2009*

s.185—Enterprise agreement

**Goulburn Valley Region Water Corporation T/A Goulburn Valley Water**  
(AG2018/5662)

**GOULBURN VALLEY WATER ENTERPRISE AGREEMENT 2018**

Water, sewerage and drainage services

COMMISSIONER LEE  
MELBOURNE, 31 JANUARY 2019

*Application for approval of the Goulburn Valley Water Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Goulburn Valley Water Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Goulburn Valley Region Water Corporation T/A Goulburn Valley Water. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Municipal, Administrative, Clerical and Services Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 February 2019. The nominal expiry date of the Agreement is 10 May 2022.

COMMISSIONER

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22 January 2019

Fair Work Commission
GPO Box 1994
MELBOURNE GPO PRIVATE BOX VIC 3001

FWC Matter No: AG2018/5662

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/5662

Applicant:
Goulburn Valley Region Water Corporation

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Peter Quinn, Managing Director for Goulburn Valley Region Water Corporation (The Corporation) give the following undertakings with respect to the Goulburn Valley Water Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by The Corporation to provide this undertaking in relation to the application before the Fair Work Commission.

2. That the provisions of Clause 42 of the Agreement will not impede the rights of employees, the Corporation and permit holders contained in Divisions 1 & 2 of Part 3-4 of the Fair Work Act 2009.

3. That Clause 28.6 of the Agreement will be read as being for the purposes of the National Employment Standards.

4. That Apprentices will be entitled to notice of termination as per the provisions of Clause 13.1 of the Agreement.

5. That Clause 22.3 of the Agreement be read as follows:

"Except as otherwise provided, all approved overtime worked in excess of or outside ordinary hours of work shall be paid for at the following rates:
6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Peter Quinn
MANAGING DIRECTOR
Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.
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1. TITLE

This Agreement will be known as the Goulburn Valley Water Enterprise Agreement 2018, and be made pursuant to the Fair Work Act 2009.

2. DEFINITIONS:

(1) Goulburn Valley Region Water Corporation trades as Goulburn Valley Water and will be referred to as Goulburn Valley Water or "the Employer" throughout this Agreement.

(2) "The Agreement" shall mean the Goulburn Valley Water Enterprise Agreement 2018.

(3) "The Act" shall mean the Fair Work Act 2009 as may be amended from time to time and any successor to the Act.

(4) "Ordinary hourly rate" shall mean the Employee's normal annual salary for ordinary hours worked, excluding any allowances, overtime penalties or premiums, divided by 1976.

(5) "EACC" shall mean the Enterprise Agreement Consultative Committee.

(6) "Employee" shall mean Employees of Goulburn Valley Water covered by this Agreement.

(7) "Employer" shall mean Goulburn Valley Water or its successor.

(8) "Exceptional Circumstances" means any event or occurrence outside the ordinary.

(9) "Operations and Maintenance Employee" shall mean any person employed by Goulburn Valley Water whose work primarily involves operations and/or maintenance of water treatment plants and/or wastewater treatment and reuse facilities, and/or maintenance and construction of water and sewer reticulation systems in the field. It includes Employees whose work primarily involves coordination of this type of work, but does not include District Managers or any person whose work primarily involves an administrative and/or technical role with the Employer.

(10) "Administration and Technical Employee" shall mean any person employed by Goulburn Valley Water whose work primarily involves administration and/or technical support and/or advice. It does not include any person whose work primarily involves operations and/or maintenance and construction of water and sewer reticulation systems in the field.

(11) "Senior Executive Officer" shall mean an Employee whose duties and responsibilities exceed those specified in the Benchmark Position Standards set out in Attachments 1 and 2 of this Agreement.

(12) "Customer Service Centre (CSC) Employee" shall mean an Employee working shift work in accordance with the CSC roster.

(13) "FWC" shall mean the Fair Work Commission.

(14) "Employee representative" shall mean other Employee, or an official of a union covered by this Agreement or other person nominated by the Employee/s as his/her Employee representative.
(15) Rostered Day Off is the accrual of time for hours worked but not paid between 38 hours and 40 hours per week. Full-time Employees engaged to work 40 hours are paid 38 hours a week and accrue the additional time worked between 38-40 hours as an RDO entitlement. This accrual entitles a full-time Employee to one paid leave day (7.6 hours) each month.

(16) Time in Lieu means Time Off in Lieu of payment for approved extra time worked over 40 hours for a full-time Employee or the ‘usual contracted part time hours’ for a part-time Employee, where, the Employee and the Employer have agreed, that the additional time worked will not be paid for but rather the Employee will be entitled to time off for the actual time worked.

(17) Parental Leave definitions are as follows:

Child – means: In relation to a birth related leave, a child or children from a multiple birth, of the Employee or the Employee’s spouse;

In relation to adoption –related leave, a child or children who will be placed with an Employee, and:

- Who is or will be under 16 as at the day of placement or the expected day of placement;
- Has not or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
- Is not (otherwise than because of the adoption) a child of the Employee or the Employee’s spouse.

Primary caregiver – means the person who is the primary carer of a newborn or newly adopted child. The primary carer is the person who meets the Child’s physical needs more than anyone else, or the employee has or will have the primary responsibility for the care of the child. Only one person can be a Child’s primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

Secondary caregiver – means a person who has parental responsibility for the Child but is not the Primary Caregiver.

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 a husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.

(18) Availability duty can also be referred to as “on call duty or stand by duty”. This is payable with an allowance for being available, on call or on standby.

(19) PACP—Performance Appraisal and Coaching Plan. An annual process that incorporates setting standards of behaviour against the Values of the Corporation, setting performance objectives and learning/development goals for each Employee. It also includes a mid-year review and an end of year review as well as one-on-one catch-ups throughout the year. The process provides the opportunity for an Employee and their manager to discuss the expectations of their role and progress on meeting expectations. The end of year review takes place in April/May each year and at this time GVV may agree to increase the salary of an Employee based on meeting their review outcomes.
(20) Purchased Leave – is an arrangement entered into between the Employee and the Employer where the Employee may request their pay reduced across an year by 1, 2, 3 or 4 weeks, in order to have 1, 2, 3 or 4 weeks off. The salary is then paid across 52 weeks of the year and adjusted to the normal hourly rate.

3. AGREEMENT PARTICULARS

(a) The Agreement shall replace the Goulburn Valley Water Enterprise Agreement 2015.

(b) For the duration of this Agreement, the terms and conditions detailed in Attachment 5 - Water Industry Award 2010 will apply to Employees. Provided that where there is inconsistencies between the main contents of this Agreement and those contained in Attachment 5, the contents of the main Agreement shall prevail.

4. OCCUPATIONAL HEALTH AND SAFETY

Those covered by this Agreement agree that each will, as a key component of the employment relationship, do all things practicable to ensure that the health and safety of GVW Employees, contractors and the public is not put at risk.

It is agreed that the relevant requirements of the Occupational Health and Safety Act 2004, and Goulburn Valley Water’s Occupational Health and Safety System (AS4801 certified) will be adhered to.

5. OPERATION

(a) Commencement and Duration

The date of commencement of this Agreement will be seven (7) days after formal approval by the Fair Work Commission.

The changes to call out arrangements, availability and other allowances, hours of work (including RDO accruals) and improved leave provisions, from those provided for in the Goulburn Valley Water Enterprise Agreement 2015 will commence from the 10 May 2018, the in principle agreement date, and will be backdated seven (7) days after approval by the Fair Work Commission.

The nominal expiry date of this Agreement shall be 10 May 2022. It is agreed that discussions for a subsequent Agreement will commence 26 weeks prior to the nominal expiry date of this Agreement.

(b) Coverage

This Agreement covers:

- Goulburn Valley Water; and
- Employees of Goulburn Valley Water other than those employed subject to a State Government (GSERP) employment agreement.

This Agreement will also cover:

- Australian Services Union (ASU);

Provided that the Fair Work Commission, in its decision to approve the Agreement, notes that the Agreement covers the above organisation(s).
6. ACCESS TO THE AGREEMENT

A copy of this Agreement shall be kept:

- in an easily accessible place within each work location; and
- on Goulburn Valley Water’s Intranet;

and be available for inspection at any time by Employees.

7. RESOLUTION OF DISPUTES

7.1 Resolution of Disputes Process

7.1.1 For the purpose of this process the definition of a dispute includes a grievance.

7.1.2 Unless otherwise provided for in this Agreement, a dispute about a matter arising under this Agreement or the National Employment Standards, other than termination of employment on grounds of redundancy, must be dealt with in accordance with this clause. This includes a dispute about:

- whether an Employer had reasonable grounds to refuse a request for flexible working conditions; or
- an application to extend unpaid parental leave; or
- the issue of a Final Discipline Warning.

7.1.3 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.

7.1.4 The Employer or an Employee covered by this Agreement may choose to be represented at any stage by a representative, including a union representative or Employer’s organisation.

7.2 Obligations

7.2.1 The parties to the dispute, and their representatives, must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

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

7.2.3 No person covered by the Agreement will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.
7.3 Agreement and Dispute Settlement Facilitation

7.3.1 For the purposes of compliance with this Agreement (including compliance with this resolution of disputes procedure) where the chosen Employee representative is another Employee of the Employer, he/she must be released by the Employer from normal duties for such periods of time as may be reasonably necessary to enable her/him to represent Employees concerning matters pertaining to the employment relationship including but not limited to:

(a) Investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards;

(b) Endeavouring to resolve a dispute arising out of the operation of the Agreement or the National Employment Standards; or

(c) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

7.3.2 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the Employer.

7.4 Discussion of Dispute

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

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

7.5 Internal Process

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

(a) The rules of natural justice;

(b) Provide for mediation or conciliation of the grievance;

(c) Provide that the Employers will take into consideration any views on who should conduct the review; and

(d) Be conducted as quickly and with as little formality as a proper consideration of the matter allows.

7.5.2 If the dispute is not settled through an internal dispute resolution process, the matter can be dealt with in accordance with the processes set out below.
7.5.3 If the matter is not settled, either party may refer the matter to the Fair Work Commission (FWC) for conciliation.

7.6 Disputes of a Collective Character

7.6.1 The parties covered by this Agreement acknowledge that disputes of a collective character concerning more than one Employee may be dealt with more expeditiously by an early reference to the FWC.

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

7.7 Conciliation

7.7.1 Where a dispute is referred for conciliation, a member of the FWC shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute.

7.7.2 This may include arranging:

(a) conferences of the parties to the dispute or their representatives presided over by the member; and

(b) for the parties to the dispute or their representatives to confer among themselves at conferences at which the member is not present.

7.7.3 Conciliation before the FWC, shall be regarded as completed when:

(a) The parties to the dispute have reached agreement on the settlement of the dispute; or

(b) The member of the FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or

(c) The parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

7.8 Arbitration

7.8.1 If the dispute has not been settled when conciliation has been completed, a party to the dispute may request that the FWC proceed to determine the dispute by arbitration.

7.8.2 Where a member of the FWC has exercised conciliation powers in relation to the dispute, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute if a party objects to the member doing so.
7.8.3 Subject to sub-clause 7.8.4 below, the determination of the FWC is binding upon the persons covered by this Agreement.

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

7.9 Conduct of Matters before the FWC

7.9.1 Subject to any agreement between the parties to the dispute in relation to a particular dispute and the provisions of this clause, in dealing with a dispute, through conciliation or arbitrations, the FWC may conduct the matter in accordance with Subdivision B of Division 3 Part 5-1 of the Fair Work Act 2009.
PART 2 – TERMS OF EMPLOYMENT

8. TYPES OF EMPLOYMENT

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

(a) Ongoing (full-time or part-time)
(b) Temporary (full-time or part-time)
(c) Casual

At the time of engagement the Employer will advise each Employee of the terms of their engagement and in particular whether they are ongoing (full-time or part-time), temporary (full-time or part-time) or casual and provide a position description which shall contain all information relevant to the duties and responsibilities of their positions.

8.1 Full-Time Employment

A full-time Employee is one who is engaged to work the ordinary hours of work prescribed in clause 9 – Hours of Work.

8.2 Part-Time Employment

A Part-time Employee is an 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.

The Employer 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).

At the time of engagement the Employer and 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.

Unless a formal variation of agreed hours is agreed and documented, overtime will be payable for all work performed before or after the agreed hours or outside the spread of ordinary hours, if any, applicable to similar full-time Employees. The excess time or time worked outside the spread of ordinary hours shall be treated as overtime and paid at the appropriate overtime penalty rate calculated on the Employee’s ordinary hourly rate.

Where the hours of a part-time Employee are extended by mutual agreement and the total hours worked is 38 hours per week or less than all hours worked will be at the ordinary hourly rate.

No overtime will be worked without the prior approval of the relevant Manager, unless that Employee by reason of the urgency of the work is required to perform such overtime without prior approval.
Unless otherwise specified a part-time Employee shall be entitled to pro rata annual leave, paid personal leave and long service leave paid at the Employee’s ordinary hourly rate and shall be calculated by reference to the Employee’s hours worked.

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 hourly rate and shall be calculated by reference to the Employee’s agreed hours.

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 as their ordinary hourly rate, for the purpose of all leave and superannuation entitlements.

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.

Part-time Employees shall not accrue Rostered Days Off referred to in Clause 9.

8.3 Temporary Employment

A temporary Employee will be an Employee who is engaged on either a full-time 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.

The Employer will not dispense with a permanent position for the purpose of creating a temporary position(s), unless otherwise agreed.

The employment of any such person may, by agreement, be extended in yearly increments by agreement between the Employer and Employee.

Temporary Employees will enjoy the same conditions as permanent Employees, except that such staff shall have no rights to retrenchment payments at the completion of their employment.

Temporary employment may be utilised by Goulburn Valley Water in circumstances including:

- The temporary replacement of staff proceeding on extended leave;
- To meet fluctuating client and staffing needs and unexpected increased workloads;
- To undertake a specific, but finite task (possibly linked to one-off funding);
- To replace departing staff in a section that is under review for possible structural change;
- To temporarily fill a vacancy resulting from an Employee undertaking a temporary assignment or secondment;
- To temporarily fill a vacancy where, following an appropriate selection process, a suitable on-going Employee is not available.
8.4 Casual Employment

A casual Employee for the purpose of this sub-clause will mean an Employee who is engaged in relieving work or work of a casual/irregular nature and who is engaged and paid by the hour, but does not include an Employee who could properly be classified as a full-time under Clause 8.1 or part-time Employee under Clause 8.2.

A casual Employee will be paid 125% of the hourly rate which a full-time Employee would receive. A casual Employee will not be entitled to any pro rata annual leave, paid personal/ carer’s leave, public holidays not worked or rostered days off.

Notwithstanding anything to the contrary appearing elsewhere in this Agreement, the services of a casual Employee may be terminated by one day’s notice on either side or by the payment or forfeiture of one day’s salary as the case may be.

An Employee must not be engaged and re-engaged to avoid any obligation under this Agreement.

A casual Employee, classified GVW1-GVW4, other than an irregular casual Employee defined as one who has been engaged to perform work on an occasional or non-systematic or irregular basis, who has been engaged for a sequence of periods of employment under this EA during a period of six months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process. Provided that, by agreement between the Employer and the casual Employee concerned, the Employer may apply this sub-clause as if the reference to six months is a reference to twelve months. Any such agreement shall be confirmed in writing, signed by the Employee and recorded in the time and wages records.

8.5 Reduction in Hours

The Employer will genuinely attempt to accommodate full time employees who request a change to, or reduction in hours for personal or family reasons, such that any reduction in take-home pay is limited to reduce possible financial stress on the employee.

9. HOURS OF WORK

The hours of work for full-time Employees shall be 38 hours per week normally performed on Mondays to Fridays between 6.00am-6.00pm.

Subject to the requirements of individual work units, normal starting and finishing times for operations and maintenance Employees shall be 7:44am and 4:30pm respectively with a 45 minute lunch break during those hours. Subject to the requirements of individual work units, normal starting and finishing times for administrative and technical Employees shall be 8:14am and 5:00pm respectively with a 45 minute lunch break during those hours. These start and finish times may be altered by the Employer at individual work units subject to agreement of a majority of Employees at that work unit.
These hours of work provide for the accrual of 12 ‘rostered days off’ (RDOs) per year, provided that Employees do not accrue time towards RDOs whilst on leave. RDOs are to be taken approximately once each four (4) week period in accordance with an annual roster determined by the manager in each work unit, 6 RDOs can be taken flexibly by agreement with the Employee’s manager. Employees can ‘bank’ a maximum of three (3) RDOs at any time.

Where work-related circumstances require that the RDO cannot be taken on the day requested by the Employee another day suitable to the Employee, team and supervisor shall be arranged. Ideally, two (2) working days’ notice of these changes shall be given unless the circumstances are an emergency. Employees may also request a change in RDO and the request shall be granted unless it will adversely affect the operations of their team.

This clause does not apply to Senior Executive Officers who have entered into individual flexibility arrangements.

9.1 Tea Break

The Employee shall be allowed, without deduction of pay, a tea break of 20 (twenty) minutes per day to be taken during the first part of the working day or the option to take two 10 minute tea breaks in the same day, one in the morning and one in the afternoon, at agreed times with the supervisor will be allowable. However, by agreement between the Employer and the Employee that tea break may be taken at another time.

9.2 Annual Close Down

Goulburn Valley Water may close down its main business over the Christmas/New year period and may direct employees to take leave, provided that:

(a) The employer gives not less than three months’ notice of intention to do so; and

(b) Subject to there being work available and the needs of the business unit instead of taking leave individuals may request to work through the closure; and

(c) An employee who has accrued sufficient leave to cover the period of the close-down, may access their annual leave, RDO, or time off in lieu; and

(d) An employee who has not accrued sufficient leave to cover part or all of the close down period, is allowed paid leave for the period for which they have accrued sufficient leave; and given the option of:

(1) Unpaid leave for the remainder of the leave for the close-down; or

(2) Annual leave in advance (Water Industry Award 2010 Schedule G), or

(3) Arrangement made for alternative work if available.

These options must be discussed and authorised with the Employer prior to the shutdown period.
(e) Any leave taken by an employee as a result of a close-down pursuant to clause 9.2 also counts as service by the employee with their employer; and

(f) In the event of leave without pay being granted, such leave will not result in non-payment for public holidays.

10. WORKSITE FLEXIBILITY

Each Employee upon engagement shall be given a starting point, which shall be the point of commencement of his/her daily duty. The Employer may require an Employee to relocate his/her place of employment on a permanent or temporary basis, provided that:

- The relocation is within the boundaries of Goulburn Valley Water’s service district.
- The relocation is reasonable in the circumstances and does not unreasonably disadvantage the Employee.
- Where an agreement cannot be reached between the Employee and the Employer, the matter will be determined by reference to Clause 7 – Resolution of Disputes, contained in this Agreement.

This clause will be read in conjunction with Clause 27 – Travelling Time.

10.1 Right to Request Flexible Working Arrangements

(a) In accordance with and pursuant to section 65 of the Fair Work Act, an Employee may request a change in their working arrangements on the basis of the following circumstances:

(i) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
(ii) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
(iii) the employee has a disability;
(iv) the employee is 55 years of age or older;
(v) the employee is experiencing violence from a member of the employee’s family;
(vi) the employee provides care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because the member is experiencing violence from the member’s family.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

(b) To avoid doubt, and without limiting clause 10.1(a) an Employee who:

(i) is a parent, or has responsibility for the care, of a child; and
(ii) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the Employee to care for the child.
(c) An Employee is not entitled to make a request under this clause unless:

(i) for an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or

(ii) for a casual Employee – the Employee:
   - is a long term casual Employee of the Employer immediately before making the request; and
   - has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

(d) A request made under this clause must be made in writing and set out details of the change sought and the reasons for the change.

(e) On receipt of a request by an Employee under this clause, the Employer must give the Employee a written response within 21 days, stating whether the Employer grants or refuses the request.

(f) The Employer may only refuse the request on reasonable business grounds.

(g) Without limiting what are reasonable business grounds for the purposes of clause 10.1(f), reasonable business grounds include the following:

(i) that the new working arrangements requested by the Employee would be too costly for the Employer;

(ii) that there is no capacity to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employer;

(iii) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;

(iv) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;

(v) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

(h) If the Employer refuses the request, the written response under clause 10.1(e) must include details of the reasons for the refusal.

11. MULTI-SKILLING

The Employer may request an Employee to carry out such duties as are within the potential of the Employee’s capabilities.

Provided that where an Employee is requested to carry out any work within his/her classification level or work of a lower Band, such work will be performed without reduction in salary.
Provided further that where an Employee is requested to carry out work of a higher classification level, the provision of Clause 26 - Higher Duties of this Agreement will apply. Any request issued under this Clause will be consistent with the Employer's obligation to provide a safe and healthy working environment.

12. **INDIVIDUAL FLEXIBLE ARRANGEMENTS**

12.1 An Employee and the Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the Employee and Employer. An individual flexibility arrangement must be genuinely agreed to by the Employee and the Employer.

12.2 An individual flexibility arrangement may vary the effect of terms of this Agreement if one or more of the following matters are dealt with:

(a) Remuneration arrangements for Senior Executive Officers, Technical Specialists and Customer Service Centre Operators;
(b) Arrangements about when work is performed;
(c) Overtime rates;
(d) Penalty rates;
(e) Allowances;
(f) Hours of work;
(g) Time in lieu.

12.3 An Employee may nominate a representative to assist in negotiations of an individual flexibility arrangement.

12.4 The Employer must ensure that any individual flexibility arrangement will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.

12.5 The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and the Employer. If the Employee is under 18 years of age, the arrangement must also be signed by a parent or guardian of the Employee.

12.6 The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.

12.7 The Employer must ensure that any individual flexibility arrangement sets out:

(a) The terms of this enterprise agreement the effects of which will be varied by the arrangements;
(b) How the arrangements will vary the effect of the terms;
(c) How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(d) The day on which the arrangement commences.

12.8 The Employer must ensure that any individual flexibility arrangement:
(a) Is about matters that would be permitted matters under Section 172 of the Fair Work Act 2009 if the arrangement were an enterprise agreement; and

(b) Does not include any term that would be an unlawful term under Section 194 of the Fair Work Act 2009 if the arrangement were an enterprise agreement; and

(c) Provides for the arrangement to be terminated:

(i) By either the Employee or Employer giving a specified period of written notice, with the specified period being not more than 28 days; and

(ii) At any time by written agreement between the Employee and Employer.

12.9 An individual flexibility arrangement may be expressed to operate for a specified term or while the Employee is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the Employee ceases to perform the specified role, unless terminated earlier on notice or by agreement.
13. NOTICE OF TERMINATION

13.1 Notice of Termination by Employee or Employer

This clause applies to ongoing Employees only. The following table of notice shall be used if:

(a) An Employee tenders their resignation; or

(b) In the event that Goulburn Valley Water terminates the employment of an Employee.

Minimum Notice Periods

The notice of termination to be given by an Employer or Employee shall be as per the NES as follows:

<table>
<thead>
<tr>
<th>Period of Service</th>
<th>Minimum Notice Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than one year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than one year but not more than three years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than three years but not more than five years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Five years or more</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

In addition to the above notice period if Goulburn Valley Water terminates the employment of an Employee who is over 45 years of age at the time of giving notice and has completed at least two (2) years of continuous service with Goulburn Valley Water, Goulburn Valley Water will provide the Employee an additional one week’s notice.

Goulburn Valley Water and the Employee may agree to a variation of the period of notice set out as above provided that the notice period is greater than the applicable minimum notice period set out above.

Goulburn Valley Water will make payment in lieu of the notice as prescribed above if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

If an Employee fails to give the required notice specified in this clause, the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the amount of notice the Employee must have given.

The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employees employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

(a) The Employee’s ordinary hours of work (even if not standard hours);

(b) The amounts ordinarily payable to the Employee in respect of those hours; and
(c) Any other amounts payable under the Employees contract of employment.

The period of notice in this clause does not apply:

(a) In the case of dismissal for serious misconduct;
(b) To apprentices;
(c) Employees engaged for a specific period of time or for a specific task or tasks;
(d) To trainees whose employment under a traineeship agreement, or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement, or
(e) To casual Employees.

Leave During Notice Period

Where an Employee requires personal leave during the period of notice, the Employee must provide satisfactory documentation (either medical certificate or statutory declaration) supporting the absences. If the documentation is not produced to the satisfaction of the Employer, this period of absence will be deemed as leave without pay. Furthermore, an Employee may request up to 38 hours Annual Leave during their notice period.

14. REDUNDANCY

The Victorian Government's policy in relation to public sector redundancy is set out in the Public Sector Industrial Relations Policies 2015 or its successor. The policy applies to the Employer, but does not form part of this Agreement.

15. ABANDONMENT OF EMPLOYMENT

An Employee who has been absent for a period of ten working days, without the consent of the Employer, and during such time has not established to the satisfaction of the Employer the Employee was absent for reasonable cause, the Employee will be deemed to have abandoned their employment without notice.

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

In the event the Employer elects to terminate an Employee's employment due to abandonment of employment, the Employer will provide notice of termination pursuant to s.117 of the Fair Work Act 2009 (Cth).

16. INCIDENTAL AND PERIPHERAL DUTIES

An Employee may be required to perform duties that are incidental or peripheral to her/his major task or tasks.

An Employee not attending for duty will, except as provided by approved leave as part of this Agreement, lose payment for the actual time of non-attendance.
PART 3 – EMPLOYMENT CLASSIFICATION AND MINIMUM RATES OF PAY

17. CLASSIFICATION/SALARY

17.1 Classifications

1) The classification of operations and maintenance Employees covered by this Agreement shall align with benchmark position standards in Attachment 1. The classifications of administrative and technical Employees covered by this Agreement shall align with the benchmark position standards in Attachments 2 and 3.

2) All Adult Employees those who are 21 years of Age or older will be employed at the base rate of GVW 2.

3) Senior Executive Officers are subject to annualised salaries as provided for at clause 14.2 of Attachment 5, including the requirement contained in Clause 14.2.2. Of Attachment 5, that there must be no disadvantage to the employee, compared to terms and conditions contained in the Enterprise Agreement.

4) Technical Specialists and Customer Service Officers are entitled to all terms and conditions contained in the Enterprise Agreement, including the appropriate salaries as identified in Clause 17.2. Any Agreements are subject to the requirement identified in Clause 12.4 to ensure that the employees are better off overall, compared to the terms and conditions contained in the Enterprise Agreement.

17.2 Pay increases under this Agreement

(a) From the first full pay period after 10 May 2018, the hourly rate of Employees will increase by 3.25%. Rates are indicated by the ranges given in 17.2 above.

(b) The hourly rate of all Employees covered by this Agreement shall be increased further by 3.25% from the first full pay period after the 10 May 2019. Rates are indicated by the ranges given in 17.2 above.

(c) The hourly rate of all Employees covered by this Agreement shall be increased further by 3.10% from the first full pay period after the 10 May 2020. Rates are indicated in the ranges given in 17.2 above.

(d) The hourly rate of all Employees covered by this Agreement shall be increased further by 3.10% from the first full pay period after the 10 May 2021. Rates are indicated in the ranges given in 17.2 above.
17.3 Salary Ranges - Goulburn Valley Water (GVW) Scale

2018

The salary ranges of the classifications covered by this Agreement from the first full pay period after 10 May 2018 will be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Commencement Salary</th>
<th>Midpoint Salary</th>
<th>End of Band Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>GVW1</td>
<td>$39,135.88</td>
<td>$43,184.31</td>
<td>$47,232.75</td>
</tr>
<tr>
<td>GVW2</td>
<td>$49,257.48</td>
<td>$57,691.45</td>
<td>$66,125.43</td>
</tr>
<tr>
<td>GVW3</td>
<td>$67,475.94</td>
<td>$74,898.58</td>
<td>$82,321.23</td>
</tr>
<tr>
<td>GVW4</td>
<td>$83,670.70</td>
<td>$92,442.82</td>
<td>$101,214.94</td>
</tr>
</tbody>
</table>

Base Salary Rates for Total Remuneration Packaging under individual flexibility arrangements from the first full pay period after 10 May 2018 will be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Commencement Salary</th>
<th>Midpoint Salary</th>
<th>End of Band Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>SE01</td>
<td>$96,976.53</td>
<td>$105,502.40</td>
<td>$114,028.27</td>
</tr>
<tr>
<td>SE02</td>
<td>$112,562.12</td>
<td>$122,317.18</td>
<td>$132,072.24</td>
</tr>
<tr>
<td>SE03</td>
<td>$126,639.22</td>
<td>$133,883.24</td>
<td>$141,127.26</td>
</tr>
<tr>
<td>SE04</td>
<td>$143,396.70</td>
<td>$151,523.51</td>
<td>$159,650.31</td>
</tr>
</tbody>
</table>

2019

The salary ranges of the classifications covered by this Agreement from the first full pay period after 10 May 2019 will be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Commencement Salary</th>
<th>Midpoint Salary</th>
<th>End of Band Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>GVW1</td>
<td>$40,407.80</td>
<td>$44,587.80</td>
<td>$48,767.81</td>
</tr>
<tr>
<td>GVW2</td>
<td>$50,858.35</td>
<td>$59,566.43</td>
<td>$68,274.51</td>
</tr>
<tr>
<td>GVW3</td>
<td>$69,668.91</td>
<td>$77,332.79</td>
<td>$84,996.66</td>
</tr>
<tr>
<td>GVW4</td>
<td>$86,390.00</td>
<td>$95,447.21</td>
<td>$104,504.43</td>
</tr>
</tbody>
</table>

Base Salary Rates for Total Remuneration Packaging under individual flexibility arrangements from the first full pay period after 10 May 2019 will be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Commencement Salary</th>
<th>Midpoint Salary</th>
<th>End of Band Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>SE01</td>
<td>$100,128.27</td>
<td>$108,931.23</td>
<td>$117,734.19</td>
</tr>
<tr>
<td>SE02</td>
<td>$116,220.39</td>
<td>$126,292.49</td>
<td>$136,364.59</td>
</tr>
<tr>
<td>SE03</td>
<td>$130,755.00</td>
<td>$138,234.45</td>
<td>$145,713.90</td>
</tr>
<tr>
<td>SE04</td>
<td>$148,057.09</td>
<td>$156,448.02</td>
<td>$164,838.95</td>
</tr>
</tbody>
</table>
### 2020

The salary ranges of the classifications covered by this Agreement from the first full pay period after 10 May 2020 will be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Commencement Salary</th>
<th>Midpoint Salary</th>
<th>End of Band Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>GYW1</td>
<td>$41,660.44</td>
<td>$45,970.02</td>
<td>$50,279.61</td>
</tr>
<tr>
<td>GYW2</td>
<td>$52,434.95</td>
<td>$61,412.99</td>
<td>$70,391.02</td>
</tr>
<tr>
<td>GYW3</td>
<td>$71,828.64</td>
<td>$79,730.10</td>
<td>$87,631.56</td>
</tr>
<tr>
<td>GYW4</td>
<td>$89,068.09</td>
<td>$98,406.08</td>
<td>$107,744.07</td>
</tr>
</tbody>
</table>

### 2020

Base Salary Rates for Total Remuneration Packaging under individual flexibility arrangements from the first full pay period after 10 May 2020 will be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Commencement Salary</th>
<th>Midpoint Salary</th>
<th>End of Band Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEO1</td>
<td>$103,232.24</td>
<td>$112,308.09</td>
<td>$121,383.95</td>
</tr>
<tr>
<td>SEO2</td>
<td>$119,823.22</td>
<td>$130,207.55</td>
<td>$140,591.89</td>
</tr>
<tr>
<td>SEO3</td>
<td>$134,808.40</td>
<td>$142,519.72</td>
<td>$150,231.03</td>
</tr>
<tr>
<td>SEO4</td>
<td>$152,646.86</td>
<td>$161,297.91</td>
<td>$169,948.96</td>
</tr>
</tbody>
</table>

### 2021

The salary ranges of the classifications covered by this Agreement from the first full pay period after 10 May 2021 will be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Commencement Salary</th>
<th>Midpoint Salary</th>
<th>End of Band Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>GYW1</td>
<td>$42,951.91</td>
<td>$47,395.10</td>
<td>$51,838.28</td>
</tr>
<tr>
<td>GYW2</td>
<td>$54,060.44</td>
<td>$63,316.79</td>
<td>$72,573.14</td>
</tr>
<tr>
<td>GYW3</td>
<td>$74,055.33</td>
<td>$82,201.74</td>
<td>$90,348.14</td>
</tr>
<tr>
<td>GYW4</td>
<td>$91,829.20</td>
<td>$101,456.67</td>
<td>$111,084.13</td>
</tr>
</tbody>
</table>

Base Salary Rates for Total Remuneration Packaging under individual flexibility arrangements from the first full pay period after 10 May 2021 will be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Commencement Salary</th>
<th>Midpoint Salary</th>
<th>End of Band Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEO1</td>
<td>$106,432.44</td>
<td>$115,789.65</td>
<td>$125,146.85</td>
</tr>
<tr>
<td>SEO2</td>
<td>$123,537.74</td>
<td>$134,243.99</td>
<td>$144,950.24</td>
</tr>
<tr>
<td>SEO3</td>
<td>$138,987.46</td>
<td>$146,937.83</td>
<td>$154,888.19</td>
</tr>
<tr>
<td>SEO4</td>
<td>$157,378.91</td>
<td>$166,298.14</td>
<td>$175,217.37</td>
</tr>
</tbody>
</table>
17.4 Translation

Employees shall translate into the classification set out in this Agreement at their existing salary immediately prior to the commencement of this Agreement, plus the agreed initial increase.

At the commencement of this Agreement, the salary ranges set out in clause 17.2 and benchmarks set out in clauses 19.1 and 19.2 shall not result in an existing Employee, employed subject to the Goulburn Valley Water Enterprise Agreement being classified at a lower level than prior to the commencement of this Agreement.

If, at the commencement of this Agreement an Employee is paid less than the salary range for his/her classification set out in clause 17.2, the Employee’s salary shall be increased to accord with the appropriate salary range within 12 months of the commencement of this Agreement.

18. JUNIOR EMPLOYEES

A junior Employee classified in accordance with the definitions above will be paid at the appropriate percentage of minimum weekly salary according to age based on the following scales which are percentage rates of the End of Band Salary of GVW 1:

- At 16 years and under 55%
- At 17 years 65%
- At 18 years 75%
- At 19 years 85%
- At 20 years 95%

19. CAREER PROGRESSION

Where a minimum salary point referred to in clause 19 is a nominal dollar amount, that salary point shall be indexed by the % increases provided for in clause 17.3(b) and 17.3(c) of this Agreement.

19.1 Operations and Maintenance Employees

(a) Upon completion of a traineeship and subject to an offer of continuing employment, an Operations/Maintenance Trainee Employee shall advance to classification GVW 2.

(b) The entrance salary level for Operations/Maintenance Employees (with exception of Trainees) will be the starting point of GVW 2. Provided that the minimum salary level for an Employee with a relevant trade qualification (plumbing, electrical or mechanical fitter) and/or relevant three year tertiary qualifications (ie: Environmental Science or Natural Resources Management) will be each year as at the first full pay period after May 10.

<table>
<thead>
<tr>
<th>Year</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$54,118.11</td>
<td>$55,876.94</td>
<td>$57,609.13</td>
<td>$59,395.01</td>
</tr>
</tbody>
</table>

26.
(c) It is expected that an Employee who obtains qualifications at Certificate III level in the Water Industry Training Package and completes at least three (3) years’ experience in water/wastewater operations and/or maintenance, in addition to fully meeting expectations in most of the parameters referred to in Goulburn Valley Water’s Personal Appraisal and Coaching Plan (see clause 20.1 of this Agreement), shall be paid at the midpoint of GVW 2. Or if an Employee who has obtained their qualifications at Certificate III level in the Water Industry Training Package and who has completed less than three years’ experience and who has exceeded in the majority of their KPIs, their values and continually exceeds expectations, they will be entitled to be paid at the midpoint of GVW 2.

(d) For Employees who have obtained qualifications at Certificate III level in the Water Industry Training Package and completed at least three (3) years’ experience in water/wastewater operations and/or maintenance, progression beyond the midpoint of GVW2 will be subject to the Employee consistently exceeding expectations in most of the parameters referred to in Goulburn Valley Water’s Personal Appraisal and Coaching Plan (see clause 20.1 of this Agreement).

(e) Appointment to Senior Operations/Maintenance Officer (GVW3) shall be by promotion, based on merit, to vacant or reclassified positions at that level.

(f) Salary increases, which include the recognition of achievement of certificate qualifications, will be considered as part of the Goulburn Valley Water’s Personal Appraisal and Coaching Plan, not at the time of awarding the Certificate.

(g) Water/wastewater operations and/or maintenance experience for the purposes of this clause shall include relevant experience with other water authorities, or other water related activities (i.e.: plumbing experience)

19.2 Administrative and Technical Employees

(a) Administrative/Technical Junior/Trainee (GVW1) will apply to formal traineeship positions and may apply to Employees under the age of 21. All adult Employees must be employed commencing at GVW 2 level and have their duties, responsibilities, experience and skills accord with those required at that level.

(b) Subject to the provisions of clause 19.2(a), the entrance level for Administrative and Technical Employees shall be the starting point of GVW 2. Appointment to Administrative/Technical Officer GVW 3 and Administrative/Technical Officer GVW 4 shall be by promotion, based on merit, to vacant or reclassified positions at that level.

(c) Provided that the minimum salary level for an Employee with a relevant trade certificate and/or relevant three year diploma qualification will be each year as at the first full pay period after May 10.

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$54,118.11</td>
<td>$55,876.94</td>
<td>$57,609.13</td>
<td>$59,395.01</td>
</tr>
</tbody>
</table>

27.
(d) Provided that the minimum salary level for a position for which a degree qualification (at least three year degree level) is essential will be each year as at the first full pay period after May 10.

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$58,927.98</td>
<td>$60,843.14</td>
<td>$62,729.27</td>
<td>$64,673.88</td>
</tr>
</tbody>
</table>

(e) Provided that the entry level for a position requiring a professional engineering Qualification (at least four year degree level) recognised by the Institute of Engineers Australia shall be GVW 2 (minimum outlined below each year as at the first full pay period after May 10.

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$60,731.95</td>
<td>$62,705.74</td>
<td>$64,649.62</td>
<td>$66,653.76</td>
</tr>
</tbody>
</table>

It is expected that an Employee in this position, in addition to fully meeting expectations, will be eligible for recategorisation to GVW 3 after one (1) years’ experience in most of the parameters referred to in Goulburn Valley Water’s Personal Appraisal and Coaching Plan (see clause 20.1 of this Agreement.)

(f) Provided that the minimum salary level for a position requiring the exercise of duties by an experienced engineer will be the mid-point of GVW 3. For the purposes of this clause experienced engineer means completion of a professional engineering qualification (at least four year degree level) recognised by the Institute of Engineers Australia and having four years’ experience in professional engineering duties since obtaining that qualification.

19.3 Senior Executive Officers

Senior Executive Officers (SEO) will progress within the remuneration structure of each band based on the performance of the role as measured through the PACP process. This will be underpinned by requirements of the role, scope of accountabilities, experience, qualifications and within the criteria outlined in the classification guidelines. (Attachment 3)

20. PERFORMANCE AND DEVELOPMENT REVIEW

20.1 Annual Review

Goulburn Valley Water shall review the performance and development of all Employees covered by this Agreement annually. This review will take place during April and May each year, in accordance with Goulburn Valley Water’s Personal Appraisal and Coaching Plan (PACP). The PACP plan will include fair and reasonable objectives for each Employee. The plan is set up for a 12 month period and objectives and targets to be assessed accordingly.

Goulburn Valley Water may agree to increase the salaries of Employees having regard to the following:

- Behaviours, attitudes and adherence to GVW’s Values;
- Technical/functional quality of work;
- Attitude to work and application of work;
- Interaction with customers;
• Development and utilisation of new skills;
• Initiative and acceptance of responsibility;
• Interpersonal skills, teamwork, and communications;
• Changes to the duties and responsibilities of the position;
• Participation in Occupational Health and Safety activities; and
• Any specific achievements attained or individual strengths demonstrated during the year.

An interim review will be undertaken by the Employee’s manager in consultation with the Employee each year. The Employee will be given the opportunity to give and receive feedback on their performance to date in a constructive and timely manner and re-establish goals/targets. This interim review has not been established to lead to further salary changes outside of the annual review process.

The Employee may request a third party to attend the annual review and interim review, provided the third party is in a supervisory position. Any dispute arising from the annual review will be dealt with in accordance with clause 7 of this Agreement.

Individual Learning and Development Plans will also be discussed. All aspects of Performance and Coaching plans including learning and development plans will be confidential and will be developed in consultation and agreement with the Employee concerned and will clearly set out:

• The new or enhanced skills required by the Employer, together with proposed competency levels where appropriate;
• The training to be undertaken;
• The performance objective required of the learning and development; and
• The time frame for completion of the plan.

Position descriptions will be reviewed annually by the Employer in consultation with the Employee.

20.2 **Employees at the end of the Band**

For Employees who are not eligible for progression to a higher level because they have already progressed to the top of the classification range, reward and recognition via the Personal Appraisal and Coaching Plan annual review process will be in the form of a lump sum bonus equivalent to the increment amount approved by GWW for that year.

Where Employees wish for their lump sum bonus payment to be salary sacrificed into the Employee’s superannuation fund, they are required to provide twelve (12) months’ notice to the Employer.
21. **ALLOWANCES**

(a) Allowances covered by this Agreement include meals allowance provided for in Clause 21(c), dead animal/s allowance Clause 21(d), hot places allowances Clause 21(e), working away from home meals allowance 21 (f) and availability allowance provided for in Clause 23 of this Agreement. The allowances shall apply to all Employees covered by this Agreement.

(b) The following allowances have been incorporated into the Employee’s base salary or “ordinary hourly rate” including:

(i) Annual Leave Loading;

(ii) First Aid Allowance;

(iii) Industry Allowances;

(iv) Disability allowance; and

(v) Adverse Working conditions levels 1 and 2.

(c) **Meal Allowances:**

(i) Where an Employee is recalled to duty prior to 7am and at the completion of the job immediately commences his/her normal day’s work they shall be entitled to a meal allowance from the first pay period after May 10 each year of:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meals</td>
<td>$12.47</td>
<td>$12.88</td>
<td>$13.28</td>
<td>$13.69</td>
</tr>
</tbody>
</table>

(ii) Where an Employee is required to work overtime which is continuous with normal working hours, and works for at least three (3) hours overtime; or

(iii) Where an Employee is recalled to duty after 16:30 and before 20:00, does not finish until after 20:00 and works for a minimum of three (3) hours;

The Employee shall be entitled to a meals allowance from the first pay period after May 10 each year of:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meals</td>
<td>$19.96</td>
<td>$20.61</td>
<td>$21.25</td>
<td>$21.91</td>
</tr>
</tbody>
</table>

A meals allowance shall not be payable where the Employer provides or offers to provide an adequate meal or where the Employee is provided the opportunity and can reasonably be expected to return home for meals. The meals allowance provided for in this clause shall be increased as per clause 17.3 (b) and 17.3 (c).

(d) **Adverse Working Conditions Level 3**

The level 3 working conditions allowance compensates for the nature of extremely obnoxious offensive or dirty work in septic and sewerage treatment works;

- Entering and cleaning aeration ponds or wet wells at sewer pump stations;
- Working in live sewers (including repair of main bursts and significant sewer spills); or
- Cleaning septic tanks, septic closets and/or chemical closets other than by mechanical means.
- This will also include any removal of dead animals as per 21 e.

The rates per hour claimed and approved by supervisors will be paid as follows at the full pay period after 10 May:

<table>
<thead>
<tr>
<th>Year</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$11.02</td>
<td>$11.38</td>
<td>$11.73</td>
<td>$12.09</td>
</tr>
</tbody>
</table>

(e) Dead Animals Allowance – this will now be included in Adverse Working Conditions level 3 as per 21 (d).

(i) An Employee removing and destroying or burying any dead animal or animals specified herein will be paid an additional amount in respect of any day on which such duty was carried out. (Animals will include horses, cattle, pigs and animals, sheep, dogs, cats, and fish in quantities. Where other dead animals are removed they will need to be declared and approval of payment within this clause will be authorised.

(f) Hot Places:

An Employee working for more than one hour in the shade in places where the temperature is raised by artificial means between 45 and 54 degrees Celsius will be paid 46 cents per hour extra; in places where the temperature exceeds 54 degrees Celsius he/she will be the following rates on the first full pay period after May 10 each year.

<table>
<thead>
<tr>
<th>Year</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.56</td>
<td>$0.58</td>
<td>$0.60</td>
<td>$0.62</td>
</tr>
</tbody>
</table>

Where work continues for more than two hours in temperature exceeding 54 degrees Celsius, Employees will also be entitled to 20 minutes rest after each two hours 'work without deduction of pay'.

The temperature will be decided by measurement by the Employee in charge after consultation with the Employees who claim the extra rate.

(g) Working Away from Home Meals Reimbursement:

Introduction

From time to time Employees will be required to work or attend training and/or meetings at a location away from their normal place of work. Where this requires overnight accommodation, Goulburn Valley Water shall meet the reasonable costs associated with these arrangements, in accordance with this clause.
Accommodation

Where hotel/motel/apartment accommodation is required, this will be arranged in advance after consultation with the Employee/s and payment will be made by Goulburn Valley Water on account to the hotel/motel/apartment via the booking agency. If payment is made by the Employee, this will need to be pre-arranged and approved and reasonable expenses will be reimbursed.

Meals

Where the meals can be provided as part of the accommodation then these should be included in the hotel/motel/apartment account provided. This will be checked with accommodation and travel bookings process. Where meals cannot be provided as part of the accommodation; then the Employee shall be reimbursed at the following rates from the first full pay period after May 10 each year:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$15.00</td>
<td>$15.49</td>
<td>$15.99</td>
<td>$16.49</td>
</tr>
<tr>
<td>Lunch</td>
<td>$20.00</td>
<td>$20.65</td>
<td>$21.32</td>
<td>$21.98</td>
</tr>
<tr>
<td>Dinner</td>
<td>$35.00</td>
<td>$36.14</td>
<td>$37.31</td>
<td>$38.47</td>
</tr>
</tbody>
</table>

22. OVERTIME

Employees covered by the Agreement shall be available to work reasonable rostered and unplanned overtime in accordance with the requirements of their work unit.

22.1 Reasonable Overtime

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 having regard to:

(a) Any risk to an Employee’s health and safety;
(b) The Employee’s personal circumstances including any family responsibilities;
(c) The need of the workplace or enterprise;
(d) The notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
(e) Any other relevant matter.

22.2 Communication

Where an Employee who immediately after a normal work day has worked four consecutive hours of overtime they should advise the Supervisor or Manager of working such time, within 30 minutes, or where needed inform the supervisor to arrange appropriate break, source relief Employees or respond to specific operational issues where required.

If the time worked in overtime/callouts will cause an Employee to commence later than the normal start time due to an incurred rest break, notification of return to work time to the supervisor (as agreed within the District/Workgroup) is to occur.
22.3 Calculation of Overtime

Except as otherwise provided, all approved overtime worked in excess of or outside ordinary hours of work shall be paid for at the following rates:

- Monday to Saturday noon inclusive: one and half times the base salary for the first two hours and then at twice the base salary of pay thereafter;

- After noon Saturday and Sunday: twice the base salary.

For the purpose of overtime:

- Public Holidays: between what would be the normal starting time and the normal finishing time on an ordinary working day will be paid at 1.5 times the ordinary prescribed rate for all time worked: and if required to work on a public holiday outside of such ordinary working times either before the normal starting time or after the normal finishing time and up to the normal starting time of the subsequent day, he/she will be paid at 2.5 times his/her ordinary prescribed rate for all time worked and such payment will be in addition to his/her normal wages for the day.

- In addition, if working on one of the following specifically listed public holidays being Good Friday, Easter Monday, Christmas Day or Boxing Day, at any time, a day in lieu (7.6 hours at normal time) will be granted for any time worked on any of those nominated public holidays.

For the purposes of computation of overtime:

- Each day’s work shall stand-alone except where overtime is continuous with the previous day.

- A day shall mean all time between midnight on any one day and midnight on the succeeding day.

Minimum Period for pre-arranged overtime:

- An Employee required to work on a Saturday and Sunday or Public Holiday shall be afforded at least three hours work or paid for three hours at the appropriate overtime rate.

Payment for overtime worked shall be made as soon as practicable after the end of the fortnightly pay period during which the overtime was worked.

22.4 Time in Lieu

The parties may agree for the Employee to take time-off (equivalent to the actual time worked) in lieu of payment for all time except for call outs.

22.4.1 Time in Lieu for Call-Outs

From time to time an Employee may opt to have Time in Lieu instead of payment for call-outs. If this is agreed by the manager, the Employee will be entitled to three (3) hours in lieu for a callout or for the total of the time allocated to the job above three hours continuous, instead of being paid overtime rates.
22.5 Transport of Employees

Where an Employee after having worked overtime has to travel at a time when reasonable means of transport is not available the Employer will provide the Employee with a conveyance to and/or from their home or pay the Employee ordinary time for the time reasonably occupied in travelling to and/or from their home.

23. AVAILABILITY DUTY - available to all Employees

All Employees shall be available to work, as required, in any Availability Duty rotsters established in accordance with the requirements of their work units. Managers will have the right to determine which times during the year based on a roster they wish for their Employees to be on call.

Availability Duty means that an Employee will be continuously available outside normal working hours for recall to work. Continuously Available shall mean that the Employee need not be at home, but shall not go where he/she cannot be contacted by telephone so that he/she can be in a position to take up duty within 15 minutes.

Employees who are rostered on Availability Duty shall be paid an Availability Duty Allowance while on the roster, based on the following amounts from the first full pay period after the 10 May each year as follows:

<table>
<thead>
<tr>
<th></th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each day Monday</td>
<td>$57.17</td>
<td>$59.03</td>
<td>$60.86</td>
<td>$62.74</td>
</tr>
<tr>
<td>through to Friday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each Day for</td>
<td>$89.70</td>
<td>$92.62</td>
<td>$95.49</td>
<td>$98.45</td>
</tr>
<tr>
<td>Saturday, Sunday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and Public Holidays</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Employees recalled to duty whilst on Availability Duty shall be paid as per clause 24 at the appropriate overtime rate. Where an Employee fails to comply with the provisions of this clause, the availability or on-call allowance will not be payable.

Where an Employee with prior agreement of his/her Employer delegates availability or on-call duty to another Employee then the applicable allowance will be paid to each Employee.

With prior management approval and where an agreement has been reached between two Employees the Availability Duty payment may be split between both Employees.

24. RECALL TO DUTY APPLICABLE TO RELEVANT EMPLOYEES

All Employees shall be reasonably available to be recalled to Duty to Work overtime after they have finished their normal duties. This would be determined by the manager prior to any work being carried in all areas except for operations and maintenance, water or wastewater who will be covered by their on-call rosters.

The changes to call out provisions specified in Clause 24 will commence from the first full pay period after commencement of this Agreement.
Call-Out Categories

Call-Out – Category A (Phone Call)

(a) Where an Employee receives phone call(s) between the hours of 10.00pm and
6.00am, seeking operational advice and does not require the Employee to leave
his/her residence or rectify via remote access, the Employee shall be paid for a
minimum of one hour at the normal overtime rate for the first call.

(b) Provided that any additional calls within the first hour shall be included in the
minimum payment, same rules will apply for calls received after the first hour.

(c) Where an Employee not receiving Availability Allowance (as per Clause 23)
receives a phone call directly from the Customer Service Centre or the person on
Availability Duty seeking operational advice during anytime outside the normal
hours of work (save for part (a) above), and the phone call is longer than five (5)
minutes duration, then the Employee shall receive a minimum of half an hour at
the normal overtime rate for the first call.

(d) Provided that any additional calls within the first hour shall be included in the
minimum payment. Same rules will apply for calls received after the first half hour.

(e) Routine and voluntary checks performed by an Employee by way of
laptop/portable computer, telephone or other type of remote access do not qualify
for payment under this clause.

Call-Out – Category B (Telemetry Response)

(a) Where an Employee receives a phone call outside of the normal hours of work,
and is requested to respond to an alarm or rectify an issue via telemetry response,
but there is no requirement for the Employee to leave his/her residence, the
Employee shall be paid for a minimum of one hour at the applicable overtime rate
for the first call out.

(b) Where an Employee receives a second or subsequent call-out during the minimum
one hour period, it will not be treated as a separate call-out but will be considered
as continuous time worked and will not attract an additional call-out payment. If
the work exceeds the minimum one hour period, it will be paid at the appropriate
overtime rates prescribed.

(c) Routine and voluntary checks performed by an Employee by way of
laptop/portable computer, telephone or other type of remote access do not qualify
for payment under this clause.

Call-Out – Category C

(a) Where an Employee receives a phone call outside the normal hours of work and is
requested to leave the location from where they have answered the call to
commence work, the Employee shall be paid for a minimum of three hours at the
normal overtime rate for the first call-out.

(b) Where an Employee receives a call-out during the period three hours prior to the
normal commencement time of the Employee, no minimum three hour payment
applies, but rather appropriate overtime rates for all time from the start of such
overtime until the Employee’s normal commencement time will be applied.
(c) Employees called out and who receive further call-outs prior to returning to their place of residence will perform the additional work which will be regarded as part of the first call out. Time worked in this manner will be regarded as continuous work and be paid as part of the first call-out as the appropriate overtime rates. This sub-clause will not apply in cases:

- Where it is customary for the Employee to return to his/her place of employment on any day to perform a specific job outside of his/her ordinary working hours, or
- When the overtime is continuous (subject to a reasonable meal-break) with the completion or commencement to ordinary working hours;

to the extent that such work does not exceed three hours, the above clauses do not apply.

25. **REST PERIOD**

All provisions in clauses 22 - Overtime, 23 - Availability, 24 - Recall to Duty, 31 - Emergency Services Leave and this clause are subject to the Employee, being able to work safely upon return to work and wherever reasonably practicable, planned work shall be arranged so that an Employee has at least ten (10) consecutive hours off duty between work on successive days.

25.1 **Minimum Break**

An Employee, other than a casual Employee who:

(a) Works equal to or greater than six (6) hours overtime between what would be the finish time of ‘normal hours’ on any day and the normal start time the next day must be released until the Employee has had ten (10) consecutive hours off duty without loss of pay of ordinary hours occurring during such absence; or

(b) Is recalled to duty and the recall is longer than one hour but less than six (6) hours between 10.00pm and 6.00am, the Employee’s normal starting time that day shall be delayed by the time worked plus one hour without loss of pay of ordinary hours occurring during such absence.

(c) The calculation of the rest period shall take account of all time worked where an Employee is called out more than once and that time shall be accumulated and be rounded up to the nearest hour.

(d) Employees are entitled to be paid a rest break of ten (10) minutes for each two hours of continuous overtime worked and shall not work more than four hours overtime without having a break.

25.2 **Availability Duty Safe Work**

(a) If the rest period occurs when the next day is not a normal working day, the supervisor or manager will coordinate a replacement for the Employee on Availability Duty for the duration of the rest break. There will be no loss of Availability Allowance for the Employee on Availability Duty and any replacement Employee shall be paid a minimum of one day’s Availability Allowance at the appropriate rate while undertaking replacement duties.
(b) Where an Employee on Availability Duty has subsequently worked overtime over several days, continuous nights or for prolonged hours and has had the minimum break set out in this clause, and the supervisor determines that the Employee still poses a health and safety risk, the supervisor may release the Employee from the requirement to start work at their normal start time without loss of pay for a period determined by the supervisor.

25.3 Break Flexibility

(a) Approval must be received from the Employee’s supervisor for an Employee to bring forward their finishing time, in lieu of delaying their start time.

(i) An Employee may not elect to continue on with normal duties they are required to have a ten (10) hour break. (eg: already worked six (6) or more hours).

(ii) By agreement, if an Employee elects to work continuously, penalty rates return to the normal rate of pay at the Employee’s normal start time.

(b) However if, on the instruction of the Employer, an Employee resumes or continues work without the rest break detailed in sub-clause 25.2b, he/she will be paid at double the normal hourly rate until he/she is released from duty. The Employee is then entitled to be absent until he/she has had the applicable break without loss of pay for ordinary working time occurring during such absence.

25.4 Ten (10) Hour Break

(a) In exceptional circumstances the relevant manager ie; Manager-Operations, Operations IT Coordinator, Manager-Asset/Project Delivery or other managers as identified, may request an Employee to resume or continue work without having had the required ten (10) consecutive hour rest period detailed in sub-clause 25.1a:

(i) The relevant manager as identified above, must have given due consideration to the circumstances, number of hours worked and any break in hours that the individual has had prior to a request being made.

(ii) The Employee has a right of refusal as per clause 22.1 “reasonable overtime”.

(iii) The Employee must be paid at the rate of double the overtime rate until the Employee is released from duty.

(iv) The Employee is then entitled to be absent until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
26. HIGHER DUTIES AND SECONDMENTS

Where an Employee is required to undertake the majority of the duties or full duties of a higher classification under this Agreement for a period of five days or more, and the Employee meets the specified experience and expertise requirements of that higher classification, the Employee shall be paid at the following appropriate rate within the salary range of that higher classification:

If performing higher duties a higher duties allowance will be paid the following at the appropriate level.

- One classification level above your current classification = $100 per week;
- Two classification levels above your current classification = $150 per week;
- Three classification levels above your current classification = $250 per week;
- Four classification levels above your current classification = $300 per week;
- Five classification levels above your current classification = $350 per week;
- If acting in a role that is classified as a General Manager you will be paid an additional $400 per week.
- Per week means five consecutive days. This can be inclusive of weekends and Public Holidays (working weekends and public holidays will need to be preapproved or authorized for payment by the Manager of the area prior to working and prior to payment).

Current classifications are GVW 1, GVW2, GVW3, GVW4, SEO1, SEO2, SEO3 and SEO 4.

General Manager roles are not classified in the EBA but are above SEO 4. For the purpose of working out the payment structure outlined above, determine your current level in the table below. Identify the classification level of the role you will be acting in and that will determine how many levels above you need to apply. Eg: if your role is currently classified as a GVW 3 and you are asked to perform Higher Duties at GVW 4 level, that is one level above. If you were asked to perform Higher Duties at the SEO 1 level, that is two levels above, and so on.

<table>
<thead>
<tr>
<th>General Manager</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SEO 4</td>
<td></td>
</tr>
<tr>
<td>SEO 3</td>
<td></td>
</tr>
<tr>
<td>SEO 2</td>
<td></td>
</tr>
<tr>
<td>SEO 1</td>
<td></td>
</tr>
<tr>
<td>GVW 4</td>
<td></td>
</tr>
<tr>
<td>GVW 3</td>
<td></td>
</tr>
<tr>
<td>GVW 2</td>
<td></td>
</tr>
<tr>
<td>GVW 1</td>
<td></td>
</tr>
</tbody>
</table>

Where Employees undertake higher duties for less than a week, tasks and duties will be discussed and recorded within the PACP discussions each year.
Where Employees undertake higher duties for five or more working days, the extra days will be paid on a pro-rata basis of the weekly calculation as determined above.

If an Employee is undertaking higher duties for a period in excess of one month the parties shall discuss whether the agreed additional payment is still appropriate and may agree to adjust the additional payment after that time or switch to a secondment arrangement.

Further, where an Employee is undertaking higher duties for a period in excess of one month and the higher duties are ongoing, personal/carer’s leave taken after one month shall be paid at the higher duties rate to a maximum of ten days. This may include payment of individual sick days up to 10 days. If the Employee is on sick leave for in excess of ten days, payment will revert to the Employee’s normal rate of pay.

If there is a genuine vacancy and Employees are acting in specific roles, an option to second people into these roles will be given for periods of one month or more. In these situations all salary payments will be in line with salary of the secondment position as advertised or agreed by the recruiting manager and all leave taken during the whole time of the secondment will be paid at the higher rates.

A secondment role will be deemed necessary where there is a genuine vacancy or if there is extensive leave taken for by an Employee where there is an unknown return date due to illness or other extenuating circumstances. In these situations, GVV shall provide secondment opportunities for appropriately skilled people into the role and it will be for periods of one month or more.

Where an Employee is seconded into the role or undertaking higher duties in excess of three months duration, all leave and applicable allowances will be paid at the Higher Duties rate.

27. TRAVELLING TIME

An Employee who is required to work temporarily at a location other than the normal work location shall be:

(a) Provided with a vehicle, where possible, to travel to the temporary location;

(b) Paid at the ordinary hourly rate (calculated to the nearest 15 minutes) in respect of travelling time in excess of 15 minutes in total over the time reasonably spent travelling to and from the normal place of work;

(c) In the spirit of productivity and efficiency, where an Employee has been directed to attend training by Goulburn Valley Water, the Employee will undertake travelling on a 50/50 time basis (ie: 50% in the Employer’s time and 50% in the Employee’s time);

Where operational commitments have been met, the Employee may be released from work to travel to training for the full-time it is estimated to travel to the training;

(d) Where an Employee has requested to attend a training course, conference or seminar for their own development and Goulburn Valley Water allows such attendance, the Employee will travel to the course within their own time.
PART 4 – LEAVE ENTITLEMENTS

28. ANNUAL LEAVE, CARERS LEAVE AND COMPASSIONATE LEAVE

This clause applies to all Employees except where otherwise specified.

28.1 Period of Annual Leave

- All Employees (except casual Employees who are in receipts of the casual loading) for each twelve months’ continuous service will be entitled to four (4) weeks (152 hours) annual leave. Pro-rata amounts apply to part-time Employees.

- Employees’ entitlements to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours or work, and accumulates from year to year.

- Payments in respect of annual leave may be made throughout the period of leave in accordance with normal pay arrangements.

- Provided however that where an Employee requests payment in advance then such payment will be made, with approval by the Employer.

- In determining the entitlement of annual leave, any periods of leave without pay shall not be included.

28.2 Payment for Period of Leave

Each Employee will in respect of that period be paid their ordinary pay as if they had worked instead of taking leave.

28.3 Annual Leave Exclusive of Public Holidays

When a public holiday prescribed by this Agreement falls within the period of an Employee’s annual leave, that Employee will not be deemed to have taken annual leave for that day.

28.4 Leave to be Taken

- Annual leave will be given and taken in such period or periods and at such a time or at such times mutually convenient to the Employer and the Employee and (except as hereinafter provided) not more than twelve months after the right to the leave accrued.

- Provided further that the Employer may require an Employee to take annual leave or any part of annual leave that has been accrued greater than two (2) years, as provided by Fair Work Act 2009. Any leave accrued in excess of two (2) years will require a Leave Management Plan to be agreed between the Employee and the Employer and implemented.

28.5 Proportionate Leave on Termination

An Employee who leaves the employment of the Employer or whose employment is terminated by the Employer for any reason will be paid all accrued annual leave entitlements as of their last day of service.
28.6 Seven Day Shift Workers

In addition to the leave prescribed in clause 28.1, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, will be allowed seven consecutive days leave including non-working days.

Where an Employee with 12 months’ continuous service is engaged for part of the twelve-monthly period as a seven day shift worker, he/she will be entitled to have the period of leave to which he/she is entitled as prescribed in clause 28.1 hereof increased by half a day for each month he/she is continuously engaged asforesaid.

28.7 Annual Leave Close Down

Notwithstanding anything contained in this Agreement where the Employer decides to close down part or all of the organisation at the Christmas/New Year period for the purpose of giving the whole of the banked Rostered Days Off (RDOs) or annual leave due to all or the majority of his/her Employees then qualified for such leave, the Employer will give at least two months’ notice to the Employees of the intention to do so.

Provided that where an Employee has insufficient accrued RDOs or annual leave he/she will be given the option of:

- Taking annual leave in advance;
- Taking leave without pay; or
- Working during the period of close-down.

28.8 Cashing Out of Annual Leave

An Employee may apply in writing for the cashing out of Annual Leave subject to the conditions of this clause.

To be eligible of cashing out of Annual Leave, the Employee must:

- Request payment of no more than ten (10) days’ Annual Leave to be cashed out in any 12 month period;
- Maintain a minimum balance of five (5) weeks’ Annual Leave accrual; and
- Give the Corporation a written election to forgo the amount of Annual Leave in return for receiving payment in lieu of such Annual Leave.

Annual Leave that is cashed out will be deducted from the Employee’s accrued Annual Leave entitlement.

The payment made to an Employee whose request for cashing out of Annual Leave is approved will be:

- Calculated using the Employees ordinary hourly rate at the time the election is made; and
- Made in the next pay period, following the approval of the cashing out of Annual Leave.
28.9 Personal/Carers and Compassionate Leave

This clause applies to all Employee covered by this Agreement other than casual Employees.

All Employees shall be entitled to 12 days (pro rata for part-time Employees) paid personal/carers leave per each year of service to cover their sickness and carer’s leave requirements. Personal/carers leave shall accrue by the previous year’s unused entitlement.

An Employee who is unable to report for duty due to illness or a need to care for an immediate family member, is entitled to seek approval for paid leave for such absence. In the case of personal leave or carer’s leave, the Employer may require a medical certificate or statutory declaration to be provided by the Employee for any such absence. Administration of personal leave shall be in accordance with this Agreement. Unplanned absences shall be advised to the Employer as soon as possible, in accordance with this Agreement, and the Employer’s approval of that unplanned absence shall be sought at the first available opportunity.

28.10 Immediate Family or Household

The entitlement to use personal (sick) leave, compassionate leave and carer’s leave in accordance with this clause is subject to the person being either:

- A member of the Employee’s immediate family; or
- A member of the Employee’s household.

The term immediate family includes:

- A spouse (including a former spouse, a de facto and a former de facto partner) of the Employee. A de facto partner, in relation to a person, includes a person of either sex who lives with the first mentioned person as the partner of that person on a bona fide domestic basis although not legally married to that person; and
- A child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- Employees will be able to take compassionate leave for other relatives (eg: Cousins, aunts and uncles) if they are a member of the employee’s household, or if the employer agrees to this.

28.11 Personal (Sick) Leave

Leave taken by an Employee under this clause is deducted from the amount of the Employee’s personal leave.

Where an Employee is absent due to personal illness or injury he/she will notify the Employer of such absences as soon as is possible, and where practicable within the first part of what would have been his/her normal working day; stating the nature of the illness or injury and the estimated duration of such absence. If it is not reasonably practicable to inform the Employer during the ordinary hours of the first part of such absence the Employee will inform the Employer within 24 hours of the commencement of such absence.
For each period of personal leave for three or more continuous working days, a satisfactory certificate by a duly qualified medical practitioner will be required, stating whether the person is fit for work or not fit for work, at the discretion of the medical practitioner, and the probable duration. Provided that, Goulburn Valley Water may require a medical certificate to be provided with respect to any absence.

Provided further that for any absence, either the working day before or the working day after a rostered day off, holiday or public holiday, an Employee will be required to provide a certificate from a duly qualified medical practitioner, or statutory declaration.

A public holiday observed during any period of personal/carer's leave of an Employee will not be regarded as part of the personal/carer's leave.

On the production of satisfactory medical evidence by a duly qualified medical practitioner in respect of a period or periods of personal and serious incapacitating illness or injury in excess of seven consecutive calendar days (other than an injury for which worker's compensation is payable), occurring during an Employee's absence on annual leave or long service leave, such medical evidence will be provided to Goulburn Valley Water at the earliest reasonable opportunity but no later than 14 days after the occurrence of such personal and serious incapacitating illness or injury, Goulburn Valley Water will:

- Debit such periods of personal and serious incapacity illness or injury against the Employee's personal/carer's leave entitlement had the Employee normally been required to work subject to the existence of sufficient personal/carer's leave credit; and
- Grant such Employee additional annual leave or long service leave equivalent to the period of personal and serious incapacitating illness or injury; Such additional annual leave or long service leave (if available) will be taken at a time mutually convenient to the Employee and the Employer.

Provided that notwithstanding the requirement of a medical certificate, this sub-clause will not apply unless the Employee notifies the Employer of such personal and serious incapacitating illness or injury within either ten days of such occurrence where practicable, stating the nature of the personal and serious incapacitating illness or injury and the estimated duration, unless impracticable or on the first day back at work, whichever is earlier.

28.12 Natural Disaster Leave

Where:

- an Employee is affected by a regional emergency event (fire, flood, storm) as determined by the activation of the Hume or Loddon Mallee Region Emergency Management Team and the emergency event presents a threat to life or property of the Employees immediate family; or
- Closing of a school due to the declaration of a Code Red day;

GVW will not unreasonably refuse the Employee to take up to two days per year of "natural disaster support leave" for the purpose of providing immediate short term response to care for their families or protect their property. This leave will be deducted from personal leave balances.
28.13 Compassionate Leave

An Employee is entitled to three days compassionate leave, paid on each occasion, if a member of the Employee’s immediate family or household:

- contracts or develops a personal illness that poses a serious threat to his or her life;
- sustains a personal injury that poses a serious threat to his/her life; or
- dies.

Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination. Such leave does not have to be taken consecutively.

An Employee may take unpaid compassionate leave by agreement with the Employer.

The Employer will require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

28.14 Carer’s Leave

An Employee, other than a casual Employee shall be entitled to use, in accordance with this sub-clause, any accrued personal/carer’s leave entitlement to provide care and support for members of their immediate family or members of their household who need their care and support when they are ill or who requires care due to an unexpected emergency. The entitlements of casual Employees are set out in clause 28.16.

When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the Employer, establish by producing documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

In normal circumstances an Employee must not take carer’s leave under this clause where another person has taken leave to care for the same person.

The Employee must, where practicable, give the Employer prior notice of his/her intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of the absence.

Each day or part of a day of carer’s leave taken in accordance with clause 29.14 is to be deducted from the amount of personal leave provided in clause 28.9 of this Agreement.
28.15 Unpaid Leave for Family Purpose

If an Employee has exhausted their personal/carer’s leave balance they may, with the consent of the Employer, take unpaid leave for the purpose of providing care to an immediate family member or a member of their household who is ill or injured. The Employer and Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (maximum of 15.2 hours) per permissible occasion.

28.16 Casual Employment - Caring Responsibilities and Compassionate Leave

Subject to established notice requirements and evidence requirements for personal leave taken to care for members of Employee’s immediate family or household who are sick and require care and support, casual Employees are entitled to not be available 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 of an immediate family or household member.

The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available 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.

29. PARENTAL LEAVE

Subject to the terms of this clause Employees are entitled to paid and unpaid primary and secondary caregiver leave, 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 GVV on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least 12 months; and

(b) Who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

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

GVW 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 GVV in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.
29.1 Parental Leave Definitions

Child – means

(i) In relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee’s Spouse or partner;

(ii) In relation to adoption related leave, a child (or children) who will be placed with an Employee, and

- Who is or will be under 16 as at the day of placement, or expected day of placement;
- Has not or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
- Is not (otherwise than because of the adoption) a child of the Employee or the Employee’s spouse/partner.

Primary Caregiver – means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child’s physical needs more than anyone else, or the employee has or will have the primary responsibility for the care of the child. Only one person can be a Child’s primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

Secondary Caregiver means a person who has parental responsibility for the Child but is not the Primary Caregiver.

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, whether or not legally married to the Employee.

29.2 Summary of Parental Leave Entitlements

Parental Leave entitlements in this clause are summarised in the following table:

<table>
<thead>
<tr>
<th>Types of Leave</th>
<th>Paid Leave</th>
<th>Unpaid Leave</th>
<th>Total Combined Paid and Unpaid Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Primary Caregiver</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>14 weeks</td>
<td>Up to 38 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Eligible casual employee</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td><strong>Secondary Caregiver</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>2 weeks</td>
<td>Up to 50 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Types of Leave</td>
<td>Paid Leave</td>
<td>Unpaid Leave</td>
<td>Total Combined Paid and Unpaid Leave</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>------------</td>
<td>--------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>Eligible casual employee</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Pre Natal Leave</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pregnant Employee</td>
<td>Up to 38 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spouse</td>
<td>Up to 7.6 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permanent Care Leave</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Grandparent leave</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
</tbody>
</table>

29.3 Parental Leave - Primary Caregiver

(a) An employee who has or will have completed at least 12 months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave comprising:

(i) 14 weeks paid parental leave; and

(ii) Up to 38 weeks unpaid parental leave.

(b) An Employee who will be the Primary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption of their Child, is entitled to up to 52 weeks unpaid parental leave.

(c) An eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

(d) Only one person can receive Primary Caregiver parental leave entitlements in respect the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:

(i) If their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their child;

(ii) If their Spouse has received, or will receive paid maternity leave, primary caregiver entitlements or a similar entitlement, from their employer; or

(iii) If the Employee has received or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

(e) A period of parental leave taken in accordance with this clause must be for a single continuous period.
29.4 Parental Leave – Secondary Caregiver

(a) An Employee who has, or will have completed at least twelve months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

(i) 2 weeks paid parental leave; and
(ii) Up to 50 weeks of unpaid parental leave.

(b) An Employee who will be the Secondary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption, is entitled to up to 52 weeks unpaid parental leave.

(c) An Eligible Casual who will be the Secondary Caregiver at the time of the birth or adoption of their child is entitled to up to 52 weeks unpaid parental leave.

(d) Only one parent can receive Secondary caregiver parental leave entitlements in respect to the birth or adoption of their child.

29.5 Pre Natal Leave

(a) A pregnant Employee will have access to paid leave totalling up to 38 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy. The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.

(b) An Employee who has a Spouse who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy to enable the Employee to attend the routine medical appointments associated with the pregnancy.

(c) The Employee is required is required to provide a medical certificate form a registered medical practitioner confirming that the Employee or their Spouse is pregnant. Each absence or pre-natal leave must also be covered by a medical certificate.

(d) Paid pre-natal leave is not available to casual Employees.

29.6 Pre Adoption Leave

(a) 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;

(b) 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.

(c) Where paid leave is available to the Employee the Employer may require the Employee to take such leave instead.

(d) The Employer may require the Employee to provide satisfactory evidence supporting the leave.
29.7 Permanent Care Leave

If, pursuant to the Children, Youth and Families Act 2005 (Vic) or any successor to that legislation, an Employee (other than a casual Employee) is granted a permanent care order in relation to the custody or guardianship of a child and the Employee is the Primary Caregiver for that child, the Employee will be entitled to 52 weeks unpaid leave at a time to be agreed with the Employer.

29.8 Grandparent Leave

An Employee who is or will be the Primary Caregiver of a grandchild is entitled to a period of up to 52 weeks continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee.

29.9 Continuing to work while pregnant

(a) The Employer may require a pregnant Employee to provide a medical Certificate stating that the Employee is fit to work their Normal duties where the Employee:

(i) Continues to work within a six week period immediately prior to the expected date of birth of the child; or

(ii) Is on paid leave under clause 29.11b)

(b) The Employer may require the Employee to start parental leave if the Employee:

(i) Does not give the Employer the requested certificate within seven days of the request; or

(ii) Gives the Employer a medical certificate stating that the Employee is unfit for work.

29.10 Personal/Carers Leave

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carers leave in accordance with clause 28.11.

29.11 Transfer to a Safe Job

(a) 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 their present work, the Employee will be transferred to a safe job with no other change to the Employee’s terms and conditions of the employment until the commencement of parental leave.

(b) If there is no safe job available, the employee is entitled to take paid no safe job leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:
(i) 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

(ii) Where 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.

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

29.12 Notice of evidence of requirements

(a) An employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:

(i) That the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;

(ii) The particulars of any parental leave taken or proposed to be taken or applied for by the Employees Spouse; and

(iii) That for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

(b) At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave or advise the Employer of any changes to the notice provided in clause 29.11 a), unless it is not practicable to do so.

(c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:

(i) In the case of birth related leave, the date of birth of the Child, (including without limitation, a medical certificate stating the date of birth or expected date of birth) or

(ii) In the case of adoption related leave, the commencement of the placement or expected day of placement of the child and that the child will be under 16 years of age as at the day of placement or expected day of placement;

(d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

29.13 Commencement of parental leave

(a) An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 14 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.

(b) In all other cases Primary Caregiver parental leave commences on the day of birth or placement of the Child.

(c) Secondary Caregiver parental leave may commence on the day or birth or placement of the Child.
(d) The employer and Employee may agree to alternate arrangements regarding the commencement of parental leave.

(e) Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

(f) Goulburn Valley Water supports employees to take paid parental leave in one or two blocks of leave at any time within the 12 months of parental leave, as discussed and agreed with Goulburn Valley Water.

29.14 Single period of parental leave

(a) Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of concurrent leave.

29.15 Employee Couple – Concurrent Leave

(a) Two Employees covered by this Agreement may take up to eight weeks concurrent leave in connection with birth or adoption of their child.

(b) Concurrent leave may commence one week prior to the expected date of birth of the child or the time of placement in the case of adoption.

(c) Concurrent leave can be taken in separate periods but each block of concurrent leave must not be less than 2 weeks, unless the Employee otherwise agrees.

(d) Further leave arrangements may be supported if the Employer agrees.

(e) Goulburn Valley Water supports employee couples to take paid parental leave for a period of up to 16 weeks. They may alternate between primary and secondary carer and take the paid leave at any time within the 12 months.

29.16 Parental Leave and Other Entitlements

(a) An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 29.2.

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

29.17 Keeping in Touch Days

An Employee may perform up to ten days of paid work for their Employer (or another entity) as keeping in touch days whilst the Employee is taking unpaid parental leave if:

(a) The purpose of the work is to enable the Employee to keep in touch with their employment in order to facilitate a return to that employment;

(b) Both the Employee and the Employer consent to the Employee performing work for the Employer on that day; and

(c) The keeping in touch day is not within:
(i) If the Employee suggested the keeping in touch day, 14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or

(ii) Otherwise, 42 days after the date of birth, or day of placement, of the child.

A keeping in touch day does not break the continuity or extend the period of unpaid parental leave.

29.18 Extending parental leave

(a) Extending the initial period of parental leave

(i) An Employee who is on an initial period of parental leave of less than 52 weeks under clause 29.3 and 29.4 may extend the period of their parental leave on one occasion up to the full 52 weeks entitlement.

(ii) Unless agreed otherwise between the Employer and Employee, where an Employee takes leave under clauses 29.2 and 29.3 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 change arrangements.

(b) Right to request an extension to parental leave

(i) An Employee who is on parental leave under clause 29.2 and 29.3 may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.

(ii) In the case of an Employee who is a member of an employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.

(iii) The Employees request must be in writing and given to the Employer at least 4 weeks before the end of the current parental leave period. The request must specific any parental leave that the employee’s spouse will have taken.

(iv) The Employer shall consider the request having regard to the Employee’s circumstances and, provided the request is based on the Employee’s parental responsibilities, may only refuse the request on reasonable business grounds.

(v) The employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request.

(vi) The Employer must give a written response to the request as soon as practicable as and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal.
(c) Total Period of Parental leave

(i) The total period of parental leave, including any extensions must not extend beyond 24 months.

(ii) In the case of an employee Couple, the total period of parental leave including any extensions, must not extend beyond 24 months.

29.19 Calculation of pay for the purposes of parental leave

(a) The calculation of weekly pay for paid parental leave purposes will be based on the current hourly rate and time fraction of employee. The calculation will exclude periods of unpaid parental leave.

(b) Despite 29.19 a above an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

(c) Half Pay – The Employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

29.20 Commonwealth Paid Parental Leave

Paid Parental Leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

29.21 Returning to work

(a) Returning to work early

(i) During the period of parental leave and Employee may return to work at any time as agreed between the Employer and the Employee provided that time does not exceed four weeks form the recommended dated desired by the Employee.

(ii) In the case of adoption, where the placement of an eligible child 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.

(b) Returning to work at conclusion of leave

(i) At least four weeks prior to the expiration of parental leave, the Employee will notify the Employer

(ii) Subject to clause 29.11, 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 clause 29.11 above, the Employee will be entitled to return to the position they held immediately before such transfer.

(iii) 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.
(c) Returning to work at a reduced time fraction

(i) To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time fraction until their Child reaches school age, after which the Employee will resume their substantive time fraction.

(ii) Where an Employee wishes to make a request under 29.21c) i, 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.

29.22 Refusing a Request

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.

Employee’s request and Employer’s decision to be in writing.

The Employee’s request and the Employer’s decision made under clauses 29.20 c) i and 29.20 c) ii must be recorded in writing. The Employer’s response, including details of the reasons for any refusal, must be given as soon as practicable and no later than 21 days after the request is made.

29.23 Consultation and communication during parental leave

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

(i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

(ii) Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

(b) The Employer 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.

(c) 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 clause 29.21 a).

29.24 Extended Family Leave

(a) An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid extended family leave as a continuous extension to their parental leave taken in accordance with this clause.
(b) The Employee must make an application for Extended Family Leave each year.

(c) An Employee will not be entitled to paid prenataal leave whilst on Extended family leave.

(d) Upon return to work the Employer may reallocate the Employee to other duties.

29.25 Replacement Employees

(a) A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred as a result of an Employee proceeding on parental leave.

(b) Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and the rights of the Employee who is being replaced.

29.26 Casual Employees

The Employer must not fail to re-engage a casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

30. Personal Illness Leave and Special Maternity Leave

(a) Where the pregnancy of an Employee not then on maternity leave terminates other than by the birth of a living child, the Employee must as soon as practicable give notice to the Employer of the taking of leave advising the Employer of the period, or expected period, of the leave (the Employer may require the Employee to provide evidence that would satisfy a reasonable person that the leave is taken for a reason below or a certificate from a registered medical practitioner), in accordance with the following:

(i) Where the pregnancy terminates during the first 20 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal/carers leave provisions in accordance with clause 28.11;

(ii) Where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under clause 29.2 and thereafter, to unpaid special maternity leave.

(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 personal illness leave to which she is entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions.

31. LONG SERVICE LEAVE

31.1 Basic Entitlement

Long Service Leave entitlements are provided for in the Water (Long Service Leave) Regulations 2011.
31.2 Pro-Rata Entitlement

An Employee may access this entitlement, on a pro-rata basis, after an initial seven years of continuous service.

31.3 Long Service Leave at Half Pay

At the request of the Employee and by agreement of the Employer, Long Service Leave may be taken at half pay for a period equal to twice the period of leave. The minimum period of leave applicable to this is one week (two weeks leave at half pay); up to a maximum of three (3) months (six (6) months leave at half pay). Leave must be taken in week blocks.

32. EMERGENCY SERVICES LEAVE/RESERVE DEFENCE FORCES LEAVE

Goulburn Valley Water may agree to provide paid leave to volunteers in community-based organisations, such as the CFA, SES and St Johns Ambulance, to respond to declared emergencies and natural disasters. A request shall be made by the Employee to the Employee's manager/supervisor and the Employer will not unreasonably refuse a request for such leave.

Where an Employee attends an emergency situation, eg: an Employee is called out and is required to work a substantial period during the night, shall not resume work until they have completed a rest break in accordance with clause 25 of this Agreement.

Goulburn Valley Water may agree to provide paid leave for Employees to participate in the Reserve Defence Forces activities. A request shall be made by the Employee to the Employee's manager/supervisor, and the Employer will not unreasonably refuse a request for such leave. Any remuneration, other than reimbursement of costs incurred, received by an Employee in the course of undertaking Reserve Defence Forces activities shall be refunded to the Employer.

33. FAMILY VIOLENCE LEAVE PROVISIONS

33.1 General Principle

(a) The Employer recognises that Employees Sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, The Employer is committed to providing support to staff that experience family violence.

(b) Leave for family violence purposes is available to employees who are experiencing family violence, and also to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to and as a consequence of family violence.

33.2 Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the Family Violence Protection Act 2008 (VIC).
33.3 Eligibility

(a) Leave for family violence purposes are available to all Employees with the exception of casual Employees.

(b) Casual Employees are entitled to access leave without pay for family violence purposes.

33.4 General Measures

(a) Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.

(b) All personal information concerning family violence will be kept confidential in line with the Employer’s policies and relevant legislation. No information will be kept on an Employee’s personnel file without their express permission.

(c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.

(d) The Employer will identify contacts within the workplace that will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.

(e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.

(f) Where requested by an Employee, the Human Resources contact will liaise with the Employee’s manager or the Employees’ behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 33.5 and 33.6.

(g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

33.5 Leave

(a) An Employee experiencing family violence will have access to 20 days paid leave following an event of family violence and for related purposes such as attending medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

(b) An Employee who supports a person experiencing family violence may utilise their personal/carer’s leave entitlement to accompany them to court, to hospital or to care for children. The Employer may require evidence consistent with clause 33.4 a) from an Employee seeking to utilise their personal/carer leave entitlement.
33.6 Individual Support

(a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer, where able, will approve any reasonable request from an Employee experiencing family violence for:

(i) Temporary or ongoing changes to their span of hours or patterns or hours and/or shift patterns;
(ii) Temporary or ongoing job redesign or changes to duties;
(iii) Temporary or ongoing relocation to suitable employment;
(iv) A change to their telephone number or email address to avoid harassing contact;
(v) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
(vi) The Employer will work with the Employee to find a suitable arrangement in these circumstances for as long as they need alternative arrangements.

(b) Any changes to an Employee’s role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee’s substantive position.

(c) An employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local employee support resources. The EAP shall include professionals trained specifically in family violence.

(d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

34. PUBLIC HOLIDAYS

34.1 All Employees except casual Employees who are in receipt of a loading in lieu of payment for annual leave; sick leave and public holidays are entitled to the following public holidays without deduction of pay:

(a) New Year’s Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and the following days as prescribed in the State of Victoria:

(b) Australia Day, Anzac Day, Queen’s Birthday, Labour Day, Easter Sunday, the Friday before the Australian Football League Grand Final and Melbourne Cup Day.

(c) When Christmas Day is a Saturday or a Sunday, an additional holiday in lieu shall be observed on 27 December.

(d) When Boxing Day is a Saturday or a Sunday, an additional holiday in lieu shall be observed on 28 December.
(e) When New Year’s Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

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

(g) Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out above, those days will constitute additional holidays.

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

34.3 Where the whole or part of the State of Victoria, additional or substituted public holidays are declared or prescribed on days other than those set out in clauses 34.1 and 34.2 those days shall constitute additional or substituted holidays for the purpose of this agreement for Employees who have their place of principle employment in a municipality to which the additional or substituted public holiday applies.

34.4 Provided that by agreement between the Employer and the Employee other days may be substituted for any set days prescribed in this clause.

35. PURCHASED LEAVE

35.1 Annualised Purchased Leave

To support family or other commitments, Employees may request to adopt a minimum 48 week year for a negotiated 12 month period. The pay will be 48/52 of the Employee’s ordinary hourly rate.

An individual purchased leave arrangement must be nominated annually during the PACP discussion and will be reviewed by the relevant management representative and the Employee annually at each subsequent PACP discussion.

Employees who have accumulated annual leave at or above 152 hours at the time of application will not be eligible for purchased leave.

The purchased leave arrangement will then commence from the first full pay period of the following financial year and cease at the commencement of the first full pay period of the subsequent financial year.

For the nominated 12 month period Employee(s) are able to apply to have up to four (4) weeks additional purchased leave with a proportionate reduction in pay spread over the full year.

All leave accrued during a purchased leave financial year, including the purchased leave, must be taken during the financial year which approval has been given. Variations of this model will be considered eg: 50/52

Any additional leave accrued under the purchased leave model of employment must be exhausted prior to reverting, to standard employment conditions. The decision to approve a purchased leave arrangement will rest with the relevant management representative on a case by case basis and should also
be endorsed by the relevant General Manager. An application will not be unreasonably refused and will be determined with regard to:

- Impact on department(s), cost of backfill, training and implementations;
- Impact on customer service;
- Operational and service obligations;
- Team work and work relationships;
- Needs of the applying Employee;
- Other relevant considerations.

35.2 Purchased Leave – Five Year Extended Leave Scheme

The Five Year Extended Leave Scheme allows the Employee with the consent of the Employer, over a four year period; to receive 80% of the salary they would be entitled to in accordance with their contract of employment and Agreement conditions and to take a fifth year paid leave at 80% of the salary rate. Employees should seek their own independent financial advice before accessing the scheme.
36. EXPENSES

Goulburn Valley Water shall reimburse out-of-pocket expenses reasonably incurred by the Employee in the performance of his/her duties. Where an Employee is required to work away from his/her normal location and that work necessarily requires the Employee to stay overnight away from home, Goulburn Valley Water will reimburse the Employee in accordance with the rates set out in clause 21 g).

37. CONFLICT OF INTEREST

As per the Code of Conduct for Victorian Public Sector Employees, Employees shall avoid circumstances where there is a reasonable perception that the Employee, family or close associates could benefit personally from decision taken by the Employee in their duties at Goulburn Valley Water.

As per the public Sector Management Act 2004 and the Code of Conduct for Victorian Public Sector Employees, Employees who wish to obtain secondary employment must seek prior approval from the relevant General Manager, Goulburn Valley Water will consider the request for secondary employment, taking into account any activity or business which would prevent the Employee being available to work in the standby roster, work reasonable overtime or perform their normal duties.

38. PRODUCTIVITY AND TRAINING COMMITMENTS

The parties to this Agreement agree to co-operate positively to ensure the future development and long term viability of Goulburn Valley Water to the benefit of all stakeholders, including customers, Employees, the community and the environment. The parties further agree to work towards the achievement of cost beneficially of this Agreement through the productivity measures outlined in Attachment 4.

Goulburn Valley Water undertakes:

- To continue to observe modern employment practices and ensure the effective utilisation and gainful employment of the Employees;
- To continue to develop the skills and expertise of all Employees by providing access to appropriate training and development opportunities, and that access to training shall not be unreasonably withheld;
- To provide the opportunity for operations and maintenance Employees to achieve Certificate III in Water Industry Operations within three years of commencement for new Employees or within three years of commencement of this Agreement for existing Employees;
- To consult with Employees on its plans/proposals for achieving productivity improvements; and
- To discuss the impact of changes from those productivity plans with Employees.
- To further improve safety and customer service using GPS type technology solutions (if implemented by Goulburn Valley Water). If implemented, this technology will not be used for disciplinary purposes, and will adhere to the requirements of the Surveillance Devices Act 1999 and the Privacy and Data Protection Act 2014.
The Employees undertake:

- To maintain their commitment to the customer service culture of Goulburn Valley Water, including customer service standards set by the Corporation;

- To co-operate positively with the Corporation’s workforce resource needs and to be available for reasonable overtime as required by their work units;

- To participate in appropriate training as required both within and out of normal hours;

- To not oppose change unreasonably and to not engage in any action, practice or behaviour which would impede achievement of GYW’s objectives.

39. METHOD OF PAYMENT OF SALARY

All wages shall be paid fortnightly by electronic funds transferred to the bank, building society or credit co-operative account of the Employee’s choice.

40. NO EXTRA CLAIMS

The parties agree to not pursue any extra claims in relation to the terms of this Agreement until its expiry.

41. CONSULTATION AND MONITORING (Enterprise Agreement Consultative Committee)

The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of Goulburn Valley Water and to enhance the training and career opportunities which requires effective and positive consultation and honest and open communication.

The role of the Enterprise Agreement Consultative Committee is to:

- review and monitor the operation and implementation of the Agreement;

- consider and assist in the resolution of any interpretative and application issues arising out of the operation of the Agreement;

- provide a forum to consult with Employees regarding the revision or implementation of relevant workforce related policies and or procedures; and

- Appointment of a Chairperson and Deputy Chairperson of the Committee.

The Consultative Committee will comprise Employee representatives as follows:

- three (3) operations and maintenance employees;
- three (3) administrative and technical employees;
- one (1) customer service centre employee; and
- one (1) employee employed subject to a SEO/Annualised Salary Agreement;

and at the discretion of Goulburn Valley Water, up to an equal number of management representatives.
The Employee members will include at least three members of the union covered by this Agreement (ASU) and GVW will invite the union organiser to meetings.

Appointment terms for Employee representatives on the Consultative Committee will be for no more than three years, however all Employee representative appointments will expire one year from the end of this Agreement.

The appointment process will be via a nomination process and where there are more nominations received than available for each category of Employee group, an election (first past the post) will determine the result. That is the most votes for an individual received.

The Employee representative role is to:

- Represent the views and opinions of those people they represent as well as their own;
- Speak on the basis of the facts presented and not on the basis of pre-conceived ideas;
- Seek the view of colleagues on issues to be discussed by the Committee; and
- Provide explanations of times recorded in the minutes to the workgroups they represent.

The Employee representative will be made vacant where:

- Their employment with Goulburn Valley Water ends; or
- They consistently fail to attend meetings; or
- They fail to meet the minimum requirements of Goulburn Valley Water’s Code of Conduct.

The Employee consultative committee:

- Will meet every three months, with meetings planned in advance, with additional meetings convened as required;
- Minutes will be distributed by the minute-taker within 14 days of the meetings; and
- Agendas will be issued one week prior to the meetings.

41.1 Consultative Reviews

Goulburn Valley Water is committed to commencing and concluding the consultation process with Employees, within six months of the commencing date of this Agreement, to review and where necessary develop relevant approaches, policies and changes regarding:

(1) An update on Team Leader roles within Operation and Maintenance areas/ how are the roles going any further issues to review;
(2) Review the process to obtain qualifications and actual salaries for starting point, progression to midpoint progression and progression through midpoint for GVW 2 and GVW3 Operations and Maintenance roles including:


(ii) In addition review other trade qualifications for Operations Maintenance Employees and progression through the band.

42. RIGHT OF ENTRY

For the purpose of ensuring compliance with this Agreement or other matters pertaining to the employment relationship a permit holder shall have the right to enter GVW premises provided that at least 24 hours prior notification has been given to GVW management and provided that approval of GVW management is required if meetings are to occur other than during work breaks. Permit holders must adhere to GVW's OHS policies and procedures whilst on GVW worksites.

43. OHS TRAINING FOR SAFETY REPRESENTATIVES

GVW undertakes to ensure that OH&S representatives on Safety Committee undertake a course of training equivalent to that approved by the Victorian WorkCover Authority.

44. MACHINERY OPERATORS TO POSSESS COMPETENCY TICKET

GVW will ensure that Employees have competency tickets which are specifically required to carry out their duties. GVW will meet the cost of acquiring and maintaining competency for necessary and approved tickets. This does not include a normal driver's licence.

45. INTRODUCTION OF CHANGE

45.1 This clause will apply where:

Where the Goulburn Valley Water has developed a proposal for major change:

(i) likely to have a significant effect on Employees, such as a restructure of the workplace, the introduction of new technology or changes to existing work practices of Employees, or

(ii) propose to introduce a change to the regular roster or ordinary hours of work for employees.

45.2 Major change

(c) For a major change referred in clause 45.1(i) above:

(i) Goulburn Valley Water must notify the relevant employee and their union of the decision to introduce the major change; and

(ii) sub clauses b) to g) apply.

(d) The relevant employees may appoint a representative for the purposes of the procedure in this term.
(e) If a relevant employee appoints or relevant employees appoint a representative for the purposes of consultation, and the employee or employees advise the employer of the identity of the representative, Goulburn Valley Water must recognise the representative.

(f) As soon as practicable after Goulburn Valley Water has developed a change proposal the employer must discuss with the relevant Employees, the relevant Union covered by this Agreement, and any other representative nominated by a relevant Employee:

(i) the introduction of change;
(ii) the effect the change is likely to have on the employees; and
(iii) measures Goulburn Valley Water is taking to avert or mitigate the adverse effect of the change on the employees.

(g) For the purpose of the discussion Goulburn Valley Water must provide in writing to the relevant Employees, the relevant Union covered by this Agreement, and any other representative nominated by a relevant Employee:

(i) all relevant information about the change including the nature of the change proposed; and
(ii) information about the expected effects of the change on the employees; and
(iii) any other matters likely to affect the employees.

However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees,

(h) Goulburn Valley Water must give prompt and genuine consideration to matters raised about the major change by the relevant Employees, the relevant Union covered by this Agreement, and any other representative nominated by a relevant Employee.

(i) For the purpose of this clause, a major change is likely to have a significant effect on Employees if it results in:

(i) the termination of the employment of Employees;
(ii) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees;
(iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
(iv) the alteration of hours of work;
(v) the need to retrain Employees;
(vi) the need to relocate Employees to another workplace;
(vii) the restructuring of jobs.

(j) Relevant employees means the Employees who may be affected by a change referred to in clause (i).
45.3 Change to regular roster or ordinary hours of work

(c) For a change referred to in subclause 45.1(ii) Goulburn Water:

(i) must notify the relevant employees of the proposed change; and
(ii) subclauses b) to e) apply.

(d) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(e) If:

(i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
(ii) the employee or employees advise Goulburn Valley Water of the identity of the representative.

Goulburn Valley Water must recognise the representative.

(f) As soon as practicable after proposing to introduce the change, Goulburn Valley Water must:

(i) discuss with the relevant employees the introduction of change; and
(ii) for the purposes of the discussion provide to the relevant employees:
  • all relevant information about the change, including the nature of the change; and
  • information about Goulburn Valley Water reasonably believes will be the effects of the change on the employees; and
  • regularly consult with relevant Employees, the relevant Union covered by this Agreement, and any other representative nominated by a relevant Employee; and
  • information about any other matters that Goulburn Valley Water reasonably believes are likely to affect the employees; and

(iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(g) In this term:

_relevant employees means_ the employees who may be affected by a change referred in sub clause 45.1.
46. **WORKCOVER MAKE-UP PAY**

Goulburn Valley Water will provide make-up pay to Employees on WorkCover benefits to a maximum of the Employee’s pre-injury average weekly earnings for a period of 12 months from the date of the claim. In exceptional circumstances an extension of this period may be made at the approval of the Managing Director or appointed delegate.

47. **SUPERANNUATION**

(a) The parties agree that Goulburn Valley Water will make contributions on behalf of Employees regardless of age to the Vision Superannuation Fund.

(b) Provided that Goulburn Valley Water will continue to make contributions to alternative superannuation funds for existing Employees with alternative funds at the commencement of this Agreement.

(c) Goulburn Valley Water will make contribution for a new Employee to another superannuation fund upon request.

(d) Superannuation contributions will be paid into superannuation funds on a monthly basis.

(e) Superannuation contributions will be paid on all “paid” parental leave for Primary and Secondary Carers leave. As per clause 29.

48. **SALARY SACRIFICE**

48.1 **General Salary Sacrificing**

The Employees covered by this Agreement shall have access to salary sacrifice of superannuation contributions, where permitted by the relevant superannuation scheme. Goulburn Valley Water will implement such a facility on the basis that there is no additional cost to the Employer.

Employees may salary sacrifice employee contributions to a defined benefits scheme (including the Vision Super Defined Benefits Scheme and the State Superannuation Funds’ Revised Scheme and New Scheme) where provided for by the scheme. Employees may also salary sacrifice additional superannuation contributions to the Vision SuperSaver Accumulation Fund, or an alternative fund for existing Employees with alternative Superannuation funds at the commencement of this Agreement.

Salary sacrifice amount may be up to a maximum of 25% of salary and the Employee may choose to adjust the salary sacrifice component on an annual basis. An Employee may cease salary sacrifice by giving two weeks’ notice in writing.

For the purpose of super guarantee, the salary sacrificed amount does not count towards the corporation’s super guarantee obligations.

The structure of the arrangement must comply with taxation and other relevant legislation. If circumstances change, such as tax rules applying to salary sacrifice arrangements or the rules of a particular scheme, such that Employees are no longer able to salary sacrifice Employee contributions, the Employer may revert to deducting Employee contributions from the Employees after tax earnings and no compensation or adjustment of the Employee’s salary will be made as a result of the change.
48.2 Superannuation Contributions – further EBA increment increases

From the commencement of this agreement employees may elect to contribute 0.5% per year of base salary to the superannuation fund into which an employee’s superannuation guarantee contributions are paid.

Where an employee chooses this option, the superannuation deduction from the employee will increase by 0.5% per year of each Employee’s base salary for the duration of this agreement. Employees will be able to choose this option at any time. In addition Employees may choose to add additional contributions to superannuation above the 0.5% allocation at any time also.

This clause does not impact employer obligations as outlined in clause 48.1 of this Agreement.

49. EMPLOYEE REPRESENTATIVE TRAINING

Upon application an Employee may be granted up to five (5) days’ leave each calendar year to attend an industrial relations training course provided that:

(a) The scope, content and level of the course shall be such as to contribute to a better understanding of Employee relations; and

(b) The Employer will not meet any other costs such as the training costs, travel, accommodation or expenses associated with the training; and

(c) The application is to be made no less than four weeks before the date on which leave is sought and specifies the duration, venue and the nature of the course for which leave is sought; and

(d) The granting of such leave shall be subject to Employer convenience and will not unduly affect the operation of the Employer; and

(e) The Employee shall report back to his/her Manager and work team about the course, in the context of its potential to improve Employee relations within the work team;

(f) A maximum of 15.2 hours per year may be granted under this clause for an Employee who is an elected representative to attend conferences and meetings;

(g) An elected representative shall be entitled to reasonable time to attend to staff representation on the job; and

(h) The amount of training leave granted across all Employee representatives of the same organisation/sub-group shall not exceed 20 days in total per year, and not exceed 60 days over the life of the Agreement.

50. JURY SERVICE

An Employee required under the Juries Act 2000 or Juries Regulations 2011 to appear and serve as a Juror in any Court shall be entitled to be granted leave with pay for the period of required attendance at Court and shall not be required to pay the Corporation any fees received from the Court for servicing as a Juror where that period of attendance is up to five (5) days duration. Where the required attendance at court is greater than five (5) days, leave will be granted with the Employer paying make up pay of the difference between Juror fees received and normal time earnings for the time in excess of five (5) days.
The Employer will notify his/her Employer as soon as possible of the date/s upon which he/she is required to attend for jury service. Further, the Employee will give his/her Employer proof of attendance, the duration of such attendance and the amount received in respect of such services.

51. TRANSFER OF BUSINESS

Where Goulburn Valley Water has decided to transfer a function currently performed by the Corporation to a private provider and where such transfer affects Employees of Goulburn Valley Water, the prevailing Victorian Government Principles governing Employee entitlements on transfer shall apply. The principles do not form part of this Agreement.

52. TRANSITION TO RETIREMENT FOR EMPLOYEES

Goulburn Valley Water recognises the importance of retraining mature aged workers and assisting them in their transition to retirement. To support this commitment Goulburn Valley Water will not provide a financial recommendation or advice to an Employee who may be considering a transition to retirement strategy through reduced working hours.

The decision for an Employee to undertake a transition to retirement strategy is dependent on the Employee’s personal circumstances. Goulburn Valley Water will not provide a financial recommendation or advice to an Employee who may be considering a transition to requirement strategy through reduced working hours. It is recommended Employees considering this option seek independent financial advice e.g.: options for accessing superannuation.

Transition to retirement applications will be considered based on the ability to implement such arrangements without compromising business requirements and no cost to Goulburn Valley Water.

53. UNIFORMS AND LOSS OR DAMAGE TO CLOTHING

The Employer will be responsible up to a maximum of $430.00 for an Employee’s clothing and/or spectacles, including contact lenses, which may be destroyed whilst at work, provided that such destruction is not in any way caused by the Employee’s own act or neglect.

If an Employee’s clothes, spectacles or contact lenses are spoiled or destroyed while on duty because of disfections or acids (unless caused by his/her own neglect) or by an order of the Employer, he/she will be paid the value of the items spoiled or destroyed.

Provided further that this sub clause will not apply when an Employee is entitled to worker’s compensation or other insurance reimbursement in respect to the damage.

54. EMPLOYER CONTRIBUTION TO PROFESSIONAL MEMBERSHIPS (SEO EMPLOYEES ONLY)

The Employer will provide a contribution of up to $320 per annum for membership subscription fee of relevant professional organisations, as approved by the relevant General Manager.

These include the following professional organisations:

- Institute of Engineers Australia
- Australian Water Association
• Water Industry Operators Association
• CPA Australia
• Australian Human Resources Institute
• Or other relevant professional organisations with the approval of the relevant General Manager.

55. INFORMATION FOR EMPLOYEES

54.1 Goulburn Valley Water agrees to include an ASU introduction letter and membership flyer in an induction pack to all new Employees when starting with the organisation.

54.2 A notice board will be erected in the workplace, or each part of a workplace, to facilitate communication between Employees and/or their union representatives.

56. ANTI DISCRIMINATION

The parties to the Enterprise Agreement must comply with obligations contained in the Fair Work Act 2009 and the Equal Opportunity Act 2010 in order to ensure a workplace that is free from discrimination and promotes diversity.

The principal object in this clause is respecting and valuing the diversity of the workforce by helping prevent and eliminate discrimination on the basis of age, breastfeeding, employment activity, gender identity, impairment, industrial activity, lawful sexual activity, marital status, parental status or status as a carer, physical features, political belief or activity, pregnancy, race, religious belief or activity, sex, sexual orientation, personal association (whether relative or otherwise) with a person who is identified by reference to any of the above attributes.

57. MAKE UP TIME

An Employee may elect, with the consent of the Employer, to work make up time, where the Employee takes time off during ordinary hours and works those hours at a later time during the ordinary spread of hours as provided by the Agreement.

58. VEHICLE TRAVEL REIMBURSEMENT

This clause applies to Employees classified GVW 1- GVW 4 only.

An employee who supplies and drives his/her own vehicle for work will be paid the appropriate weekly wage and allowances prescribed by clause 17.2 rates of this Agreement plus:
• The applicable reimbursement rate per kilometre travelled as per the ATO.

59. DISCIPLINE PROCEDURE

Goulburn Valley Water will ensure that it has a clearly documented and published disciplinary procedure. This disciplinary procedure will ensure that when disciplining any Employee or investigating any concern or allegation about the Employee’s work performance, the Employer will adhere to the principles of natural justice and ensure that the Employee:
• Is given a clear indication of the concern the Employer holds;
• The Employee will be given relevant information in relation to allegations to allow for a full response;

• Has an opportunity to consider any concerns or allegations before being required to respond to those concerns or allegations;

• Is made aware of the seriousness and likely consequences of the process being undertaken.

• Where the disciplinary matter concerns work/ performance, the procedure should provide for adequate ongoing supervision/support and document the agreed timeframe for performance improvements.

• Nothing in this clause or the Employer’s disciplinary procedure shall contradict clause 7.1.2, specifically that a dispute arising in relation to this clause can only be referred to the Fair Work Commission after a final warning has been issued.
SIGNATORIES TO THE AGREEMENT:

PETER QUINN
Managing Director
Goulburn Valley Region Water Corporation
104-110 Fryers Street Shepparton Victoria 3630.

EMPLOYEE REPRESENTATIVES

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>NAME</th>
<th>AUTHORITY</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BILLY KING</td>
<td></td>
<td>Australian Services Union</td>
<td>116 Queensberry Street Carlton South Victoria 3053</td>
</tr>
<tr>
<td>Jeremy Lee</td>
<td></td>
<td>Australian Services Union - Vic/Tas Authorities &amp; Services Branch</td>
<td></td>
</tr>
<tr>
<td>Melissa Mongan</td>
<td></td>
<td>C/O Goulburn Valley Water</td>
<td>104-110 Fryers Street Shepparton Victoria 3630</td>
</tr>
<tr>
<td>Daniel Flanagan</td>
<td></td>
<td>C/O Goulburn Valley Water</td>
<td>104-110 Fryers Street Shepparton Victoria 3630</td>
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</tbody>
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72.
ATTACHMENT 1 –
BENCHMARK POSITION STANDARDS –
OPERATIONS AND MAINTENANCE EMPLOYEES

Operations/Maintenance Trainee – GVW1

Scope of Work

Under specific direction, and using established procedures and systems, work flexibly to undertake a range of different activities relating to the efficient and effective construction, operation, maintenance and rehabilitation of the Corporation’s water supply and sewerage systems.

Features

The tasks call for some knowledge and understanding of the system’s establishment and operation. Work in this Band involves little scope for decision making and independent control of routine matters and decisions on operational matters would be made by more experienced Employees or supervisors. The work requires communication skills, with customers, members of the public, supervisors and other Employees, as well as writing skills, where appropriate, and the ability to work as a team member.

Qualifications and Experience

While no minimal educational qualification is required, it is preferred that applicants would possess a minimum year 11 secondary education, or an equivalent qualification. Some appropriate experience in work related to the tasks to be performed would be an advantage, as would some progress towards an appropriate (post year 11) certificate or relevant vocational studies. Relevant desirable abilities include:

- Maintaining records and preparing short reports;
- Operating and maintaining relevant equipment and systems;
- Communicating with customers and clients;
- Some knowledge of relevant work practices and procedures;
- Some knowledge of the business, activities and customers of the Corporation;
- A knowledge of Occupational Health and Safety Requirements;
- The ability to undertake physical work in an efficient manner; and
- The ability to consider and recommend solutions to minor problems.
Operations/Maintenance Officer – BASE GVW2 to Midpoint GVW2

Scope of Work

Under direction, and using established procedures and systems, work flexibly to undertake a range of different activities relating to the efficient and effective construction, operation, maintenance and rehabilitation of the Corporation’s water supply and sewerage systems.

Features

The tasks call for basic knowledge and understanding of the system’s establishment and operation. Work in this Band involves some scope for decision making and independent control of routine matters. Decisions on non-routine operational matters would generally be made by more experienced Employees or supervisors. The work requires communication skills with customers, members of the public, supervisors and other Employees, as well as writing skills, where appropriate, and the ability to work as a team member.

Qualifications and Experience

While no minimal educational qualification is required, it is preferred that applicants would possess a minimum year 11 secondary education, or an equivalent qualification combined with some appropriate experience in work related to the tasks to be performed. Some progress towards an appropriate (post year 11) certificate or relevant vocational studies would be an advantage. Relevant desirable abilities include:

- Maintaining records and preparing short reports;
- Operating and maintaining relevant equipment and systems;
- Communicating with customers and clients;
- Knowledge of relevant work practices and procedures;
- A limited, but increasing, knowledge of the business, activities and customers of the Corporation;
- A knowledge of Occupational Health and Safety Requirements;
- An ability to undertake physical work in an efficient manner; and
- An ability to consider and implement solutions to minor problems.

GVW 2 to midpoint (Operational) – Example Positions (included but not limited to):

- Commencing Water Treatment Plant Operator
- Commencing Operations and Maintenance Employee
- Commencing Wastewater Facility Management Operator
- Commencing Farming Operator (Including irrigation)
- Water Sampler
THRESHOLD CRITERIA

Operational Employees wishing to progress above the mid-point of GVW 2 must demonstrate the development of new skills and the utilisation of these skills, in at least two of the following:

1. Undertake supervision of peers;
2. Provide on the job training;
3. Take a lead role in undertaking/competing complex tasks;
4. Act on a higher duties basis in a GVW 3 position for a continuous period of 5 days or more. (This can include acting in Higher Duties for up to 10 or more days in a year)

Plus also demonstrate achievement of:

1. Minimum 3 years’ service in the Water Industry; and

Operations/Maintenance Officer – Midpoint GVW2 – Midpoint and above

Scope of Work

Under general direction, and using established procedures and guidelines, work flexibly to perform a broad range of different activities relating to the efficient and effective construction, operation, maintenance and rehabilitation of the Corporations’ water supply, sewerage or farming/irrigation systems.

Features

The tasks call for a good knowledge and understanding of the system’s establishment and operation, including any special features. Work in this Band involves greater scope for decision making but instruction may be required on the method of approach on usual or difficult features from more experienced Employees or supervisors, or from recorded guidelines such as operational manuals. The work requires communication skills with customers, members of the public, supervisors and other Employees, as well as writing skills or plant operating skills and the ability to work as a team member.

Qualifications and Experience

Employees at this level would have met the requirements of the progression as outlined in Clause 19.1 (iii). Relevant desirable abilities include:

- Providing advice to less experienced Employees;
- Reading plans and understanding work manuals;
- Maintaining records and preparing accurate reports;
- Operating relevant equipment and computer systems;
- Communicating with customers and clients;
- A good knowledge of relevant work practices and procedures;
- A good knowledge of the business, activities and customers of the Corporation;
- A good knowledge of Occupational Health and Safety Requirements;
- Take a lead role in at least one area including safety leadership, a technical area, a system function (Scada or Focus etc), a customer focused project or function or an improvement project;
GVW 2 to midpoint (Operational) – Example Positions (included but not limited to):

- Experienced or Lead Water Treatment Plant Operator;
- Experienced or Lead Operations and Maintenance Employee;
- Experienced or Lead Wastewater Facility Management Operator;
- Experienced or Lead Farming Operator.

Operations/Maintenance Officer – GVW3

Scope of Work

Under limited direction, and using established procedures and guidelines, work flexibly to perform a broad range of different activities, utilising well developed technical and/or specialist skills relating to the efficient and effective construction, operations maintenance and rehabilitation of the Corporation’s water supply and sewerage systems, or supervise a small unit by monitoring work standards and practices and preparing the unit’s work program.

Features

The tasks call for a well-developed knowledge and understanding of the system’s establishment and operation, including any special features, and the ability to schedule work activities, determine priorities and prepare cost estimates. Work in this Band often requires the coordination of operations and maintenance activities of a small group of Employees or the performance of a number of inter-related activities within an overall activity. Occupants may resolve disputes between Employees and clients and may attend public meetings to assist in the explanation for Corporation procedures.

Qualifications and Experience

Employees entering this band would normally have completed an appropriate post-secondary certificate or relevant vocational qualification, usually supplemented by five years relevant experience. Relevant desirable abilities include:

- Supervising and providing advice to small number of Employees;
- Coordinating a number of inter-related activities;
- Reading plans and work manuals;
- Maintaining records and preparing costs estimates and accurate reports;
- Operating relevant equipment and computer systems;
- Communicating with Employees, customers and clients;
- A well-developed knowledge of relevant work practices and procedures;
- A well-developed knowledge of the business, activities and customers of the Corporation; and
- A well-developed knowledge of Occupational Health and Safety Requirements.

GVW 3 (Operational) – Example Positions (included but not limited to):

- Operational roles with area of specialisation or expertise
- Senior Operator
Certificate IV qualified water treatment plant operator, primarily responsible for operating a Category 4 Water Treatment Plant.

Senior Operators and Corticated IV qualified water treatment plant operators responsible for operating a Category 4 plan plant are eligible to progress up to the mid-point of GVW3 salary band, whereas Works Coordinators are eligible to progress beyond the mid-point, subject to meeting the threshold criteria.

THRESHOLD CRITERIA

Senior Operators and other GVW 3 positioned operators wishing to progress above the mid-point of GVW 3 must demonstrate the development of new skills and the utilisation of these skills in at least two of the following:

1. Take a lead role in understanding Personal Appraisal and Coaching Plans;
2. Act on a Higher Duties basis as a Team Leader or District Manager;
3. Review and update relevant team based Team Leadership and Improvement information including:
   (a) Process Flows;
   (b) Supporting Documents;
4. Facilitate approved Improvement or Innovation projects or other project management;
5. Take a lead role in Safety Leadership and at least one other area including a technical area, a system function (Scada or Focus etc), a customer function or an improvement project;
6. Be responsible for the verification of Workplace Evidence Guides that are accepted by GVW and the Registered training organisation engaged by Goulburn Valley Water. (This can include Certificate III, IV in Water Operations, SOls and SWIs for Safety)

Plus also demonstrate achievement of:

1. Minimum five (5) years' service and
2. Minimum Certificate IV – Water Industry Operations or Frontline Management (or equivalent courses approved by GVW).
Operations/Maintenance– GVW 4

Scope of Work

Supervise a small functional or professional group characterised by distinct functions and resources or provide specialist expert advice in a particular area of administrative or technical or professional expertise to achieve defined objectives.

Key Tasks

- Supervise activities and priorities across a limited range of functions.
- Develop and motivate a work group, including the deployment, training and counselling of Employees.
- Plan, schedule, cost and complete (where appropriate) a diverse range of professional project activities.
- Apply (where appropriate) professional knowledge and adjustment to the analysis of issues and problems.
- Assess and recommend solutions to a range of administrative or technical professional problems.
- Investigate new and updated methods and procedures for application in relevant work areas and prepare reports and recommendations.
- Provide advice or information (where appropriate) in a particular area of expertise.
- Approve and monitor work group programs and seek approval for budgets.
- Keep abreast of developments in a relevant administrative or technical or professional area.
- Undertake ongoing skills training to perform a range of activities.

Attributes and Qualifications

- Completion of a relevant Certificate IV in Water Operations, Water Treatment, Waste Water Treatment or Farming and a Certificate IV or lessor qualifications and at least seven (7) years relevant industry experience would normally be required.
- For Team Leaders and Supervisors - At least a Certificate IV or Diploma in Management or Leadership or equivalent for Team Leaders or completion of an approved Leadership Course by GVW that would fulfil development of leadership capabilities.
- A high level of expertise and knowledge of the functions supervised or the specialist area concerned.
- Leadership in Safety and provision of setting a high standard in safety.
- A high degree of understanding for the Corporation’s Goals and Corporate functions and ensuring the customer focus at the heart of processes and outcomes.
- Ability to analyse and develop solutions to difficult business and (where appropriate) professionals problems.
- A good knowledge/understanding of related fields/functions and the ability to work in multi-disciplinary groups.
- High level oral and written communication skills, including presentation, consultation and negotiations skills.
• Ability to provide (where appropriate) professional guidance to Employees.
• Sound business/professional and people management skills.
• Ability to communicate effectively with external parties on sensitive business and (where appropriate) professional issues.
• A detailed knowledge and understanding of the business, functions and customer of the Corporation.
• A good appreciation of the strategic direction of the Corporation.

THRESHOLD CRITERIA

• Act in a higher level role including a District Manager for various times throughout the year.
• Complete a Diploma or higher level tertiary qualification.
• Be regarded as an industry expert in areas of specialisation.
• Prepare, submit and present a paper at a key industry forum conference etc...
• Complete PACP objectives, contribute and or lead one on one discussions
• Ability to provide performance management processes for Employees
ATTACHMENT 2 –
BENCHMARK POSITION STANDARDS –
ADMINISTRATIVE AND TECHNICAL EMPLOYEES

Administrative/Technical Officer – (Junior/Trainee) - GVW 1

Scope of Work

Under specific direction and using established procedures and systems, work flexibly to undertake arrange of routine administrative or technical support activities to meet established accuracy, quality and timeliness standards.

Key Tasks

• Provide routine administrative or technical support services and related information to customers.

• Operate computer systems and other automated equipment.

• Undertake ongoing skills training to enhance the performance of administrative or technical support tasks.

• Exchange information in a team environment.

• Perform other duties (as directed) appropriate for a junior Employee or trainee.

Incumbent Attributes

• Completion of Year 11 secondary education, combined with some experience in work related tasks would normally be required.

• Some progress towards an appropriate post-secondary certificate or other vocational studies would be desirable.

• Ability to perform relevant administrative or technical support task.

• Ability to operate relevant automated equipment and computer systems.

• Effective communication skills in a team environment and with customers.

• A limited, but increasing, knowledge of the business, activities and customers of the Corporation.
Administrative/Technical Officer – GVW 2

Scope of Work

Under direction and within established guidelines, work flexibility to undertake interrelated, administrate or technical service activities within a specific area or focus.

Key Tasks

- Provide interrelated administrative or technical services and related information to customers.
- Monitor work standards and practices within defined quality controls.
- Provide on-the-job training and guidance.
- Operate complex equipment and computer-based systems.
- Prepare reports and other required documentation.
- Contribute to the ongoing development and refinement of operating methodologies, guidelines and work practices.
- Undertake ongoing skills training to enhance performance of administrative or technical activities.
- Communicate internally and externally on related matters.
- Perform other duties appropriate to the Level as directed.

Incumbent Attributes

- Completion of a relevant course of studies, or not less than 3 years’ experienced in a relevant area of work, would normally be required;
- Knowledge and experience in relevant practices and procedures;
- Ability to provide on the job training, to prepare accurate and informative documentation, to communicate effectively with Employees contractors, managers and the public on non-policy matters and to recommend work practice improvements.
- A reasonable working knowledge and understanding of the business, activities and customers of the Corporation.

GVW 2 (Administrative/Technical) - Example Positions (included but not limited to)

- Customer Accounts and Services Officer;
- Technical Customer Services Officer;
- Records Management Officer;
- Accounts payable/receivable officer;
- Technical Officer-Asset Performance;
- Trade Waste Officer.
- IT Helpdesk Support (commencing)
GVW 2 - THRESHOLD CRITERIA

Administrative/Technical Employees wishing to progress above the mid-point of GVW 2 must demonstrate the development of new skills and the utilisation of these skills, and the utilisation of these skills, in at least two of the following.

1. Undertake supervision of peers;
2. Provide on the job training;
3. Take a lead role in undertaking/completing complex or multi-discipline tasks;
4. Act on a higher duties basis in a GVW 3 position for a continuous period of five (5) days or more.

Plus also demonstrate achievement of:

1. Minimum three (3) years' service; and
2. Minimum Certificate 3 in a relevant field: (ie: Business Administration, Engineering Technology)

GVW 2 - Administrative/Technical Officer – Midpoint and Above

Scope of Work

Under general direction and using established procedures and guidelines, work flexibly to perform a broad range of different activities relating to the efficient and effective administration and operation of GVW's business and technical functions.

Features

The tasks call for a good knowledge and understanding of the area of employment, including any special features. Work in this Band involves greater scope for decision making, but instruction may be required on the method of approach on unusual or difficult features from more experienced Employees or supervisors, or from recorded guidelines such as processes.

The work requires communication skills with customers, members of the public, supervisors and other Employees as well as writing skills or technical functional skills and the ability to work as a team member.

Qualifications and Experience

Employees at this level would have met the requirements for progression as outlined in clause 19.1 (iii). Relevant desirable abilities include:

- Providing advice to less experienced Employees;
- Maintaining records and preparing accurate reports;
- Operating relevant equipment and computer systems;
- Communicating with customers and clients;
- Take a lead role in at least one area including safety leadership, a technical area, a system function (Records Management TRIM, Axapta, Payroll System, HR System, Customer interface/system etc), a customer focused project or function or an improvement project;
- A good knowledge of relevant work practices and procedures;
• A good knowledge of the business, activities and customers of the Corporation; and
• A good knowledge of occupational health and safety requirements.

GVW 2 (Administrative/Technical) - Example Positions (included but not limited to):

• Multi Skilled Customer Accounts and Services Officer;
• Technical Customer Services Officer (experienced);
• Records Management Officer (experienced);
• Technical Officer – Asset Performance;
• IT Helpdesk Support (experienced);
• Commencing Graduate Positions including:
  ♦ Environmental Officers;
  ♦ Engineers;
  ♦ Accounting Graduates;
  ♦ People and Wellbeing Graduates.
Administrative/Technical Officer – GVW 3

Scope of Work

Under general direction and (where applicable) according to professional principles, techniques and methods, undertake work in a functional area, project or work unit, or work independently on complex activities, or provide advice in a particular area of expertise to achieve defined objectives.

Key Tasks

- Supervise (where applicable) or co-ordinate a small work group, including the deployment of Employees and the monitoring of work to achieve defined objectives.
- Resolve local Employee issues and problems.
- Assess and recommend work priorities for a function or project or work unit.
- Plan and complete specialist activities or projects.
- Assess and recommend changes and improvements to standard operational procedures and guidelines.
- Apply (where appropriate) professional knowledge, judgement and precedent to problem solving.
- Prepare reports in an area of professional services or related to project activities undertaken.
- Formulate, recommend and monitor work group programs and budgets.
- Provide advice or information in a particular area of expertise.
- Liaise with peers, managers, external organisations and the public to resolve issues.
- Keep abreast of development in relevant functions or a professional area.
- Undertake ongoing skills training to perform a range of functional or professional activities.

Attributes:

- Completion of a relevant tertiary qualification (mandatory for professional positions) or not less than 5 years relevant experience would normally be required.
- A sound understanding and knowledge of the function supervised or the specialist area concerned.
- Ability to supervise, monitor and guide Employee performance to achieve defined objectives (where applicable).
- Ability to provide formal on-the-job training and to determine and adapt work priorities and procedures to meet changing requirements and circumstances.
- Knowledge and experience (where appropriate) in the application of professional principles, techniques and methods and a good knowledge and understanding of relevant legislation, policies and practices.
- Well-developed oral and written communication skills and the ability to be a good team member.
- A good knowledge and understanding of the business, activities and customers of the Corporation.
GVW 3 (Administrative/Technical) - Example Positions (included but not limited to):

- Customer Accounts and Services Coordinator;
- Senior Trade Waste Officer;
- Team Leader – Technical Customer Services;
- Water Quality Specialist;
- Knowledge Management Officer;
- Engineers (more than 1 year experience);
- Payroll Officer (experienced);
- Environmental Scientist;
- IT helpdesk Support (experienced);
- GIS Officer.

GVW 3 - THRESHOLD CRITERIA

Administrative/Technical Employees wishing to progress above the mid-point of GVW 3 must demonstrate the development of new skills and the utilisation of these skills, in at least two of the following:

1. Take a lead role in undertaking Personal Appraisal and Coaching Plans;

2. Act on a Higher Duties basis as Coordinator/Manager;

3. Review and update relevant team based Improvement or Innovation changes information including:
   
   (i) Process Flows
   (ii) Supporting Documents
   (iii) Engagement with teams across the corporation

4. Facilitate approved Innovation or improvement projects

5. Preparation and presentation of a Conference Paper to a relevant and approved industry conference (for example but not limited to):
   
   (i) OzWater;
   (ii) VicWater Annual Conference;
   (iii) IWA Conference (not including SIG meetings).

6. Take a lead role in at least two areas including Safety Leadership, a technical area, a system function, a customer function, leadership area, inclusion project or an improvement project;

Plus also demonstrate achievement of:

1. Minimum five (5) years' service and

2. Minimum Certificate 4 in a relevant field: (ie: Frontline Management), or Degree Qualified.
ADMINISTRATIVE/TECHNICAL – GVW 4 - Scope of Work

Supervise a small functional or professional group characterised by distinct functions and resources or provide specialist expert advice in a particular area of administrative or technical or professional expertise to achieve defined objectives.

Key Tasks

- Provide Supervision, Team Leadership for a small team within a limited range of functions for the corporation
- Or provide specialist expertise and knowledge sharing across the corporation
- Develop and motivate a work group, including the deployment, training and counselling of Employees.
- Plan, schedule, cost and complete (where appropriate) a diverse range of professional project activities.
- Apply (where appropriate) professional knowledge and adjustment to the analysis of issues and problems.
- Assess and recommend solutions to a range of administrative or technical professional problems.
- Investigate new and updated methods and procedures for application in relevant work areas and prepare reports and recommendations.
- Provide advice or information (where appropriate) in a particular area of expertise.
- Approve and monitor work group programs and seek approval for budgets.
- Keep abreast of developments in a relevant administrative of technical or professional area.
- Undertake ongoing skills training to perform a range of activities.

Attributes and Qualifications

- Completion of a relevant tertiary qualification (mandatory for professional positions) or at least seven (7) years relevant industry experience would normally be required.
- For Team Leader and Supervisor Roles at Least a Certificate IV or Diploma in Frontline Management, Management, Leadership or equivalent or completion of an approved Leadership Course by GVW that would fulfil development of leadership capabilities.
- A high level of expertise and knowledge of the functions supervised or the specialist area concerned.
- A high degree of understanding for the Corporation’s Goals and Corporate functions and ensuring the customer focus at the heart of processes and outcomes.
- Ability to analyse and develop solutions to difficult business and (where appropriate) professionals problems.
- A good knowledge/understanding of related fields/functions and the ability to work in multi-disciplinary groups.
- High level oral and written communication skills, including presentation, consultation and negotiations skills.
- Ability to provide (where appropriate) professional guidance to Employees.
• Sound business/professional and people management skills.
• Ability to communicate effectively with external parties on sensitive business and (where appropriate) professional issues.
• A detailed knowledge and understanding of the business, functions and customer of the Corporation.
• A good appreciation of the strategic direction of the Corporation.
ATTACHMENT 3
SENIOR EXECUTIVE OFFICER (SEO) 1 – SENIOR EXECUTIVE OFFICER (SEO) 4
BENCHMARK POSITION STANDARDS

BACKGROUND

These benchmarking positions standards provide general guidelines for Senior Executive Officer Positions SEO 1-SEO 4 for employees of Goulburn Valley Water.

They provide an outline of the types of accountabilities, responsibilities, decision making authority, tasks, functions, capabilities and qualifications expected for each of these classifications.

Each position will be points factored in its own right as part of the National Remuneration Centre Job score Method points scoring software or replaced by an equivalent program. Job score measures the skills required to perform a job and the level to which these skills are required to solve problems, deliver goods and services and manage the organisations resources in a manner deemed fully competent by the organisation. The measure of a job, or job evaluation, is expressed as job points. Higher levels of skill coupled with higher and broader levels of application of skill result in a higher job evaluation score. To assess the points for a job, Job score measures characteristics of the job and the organisation containing the job. The measures are divided into four groups; three relate to the job itself, the fourth to the organisation containing the job.

- The measures relating to the job are: Knowledge and Skill, Problem Solving and Accountability.
- Aspects of the organisation that are accounted include the multiplicity of markets serviced by the organisation, the diversity of product/service range it provides, and the geographic scope of its operations.
- Each measure is then divided into elements. Each element is divided into levels and the characteristics of the job and its organisation are ranked using these levels.
- The rankings provided for each measure or factors are then combined to arrive at the total point’s evaluation for the job. Each element in the Job score system carries a certain weight towards the total evaluation and there are linkages between elements.

They may be of equal worth but rarely identical in content. Currently the scoring range for each SEO classification level under the National Remuneration Centre Job score Method Software is as follows:

<table>
<thead>
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<th>SEO Classification Level</th>
<th>National Remuneration Software Scoring</th>
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<tr>
<td>SEO 1</td>
<td>415-530</td>
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<tr>
<td>SEO 2</td>
<td>531-600</td>
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<tr>
<td>SEO 3</td>
<td>601-700</td>
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<tr>
<td>SEO 4</td>
<td>700+</td>
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If an alternative program is used for the scoring of these roles, or a different remuneration method is used this will be communicated with all current SEOs and ensured that a transparent process is available for the Corporation to understand.

Each SEO classification level is scored according to the requirements of each role. Some of the SEO roles require people supervision and management, whilst other roles require a high degree of technical expertise. Some roles have a scope to cover the whole organisation, customers, community and the sector, whilst other roles provide for only one part of the corporation. No two jobs are identical but they may be of equal worth to the organisation.
In addition Goulburn Valley Water has developed these guidelines to provide the best indicator of tasks, duties and responsibilities for each classification level. From time to time trends in the water sector will determine new or additional tasks and responsibilities and these can be added into specific position descriptions and be rescored and revisited.

This is the first time Goulburn Valley Water has provided an outline of SEO classification level indicators. During the next round of EBA negotiations these can be revisited to determine if they need updating.
ATTACHMENT 3
SENIOR EXECUTIVE OFFICER (SEO) 1 – SENIOR EXECUTIVE OFFICER (SEO) 4
BENCHMARK POSITION STANDARDS

SENIOR EXECUTIVE OFFICER (SEO) LEVEL 1

Guidelines

SEO 1 roles are determined by a combination of responsibilities. Responsibilities will be made of combinations of some or all of the following but won’t be limited to these and could have things added over time.

This is a guide and the main scope of roles at this level are to provide Operational Expertise, Team Leadership for small teams, or a combination of Operational Expertise and Team Leadership within the Corporation.

For this level classification roles are usually a specialist role providing advice for the Corporation, Leadership of a dedicated small team, or a combination of specialisation/expertise of an area for part of the Corporation or across the corporation plus leadership of a small team. The focus of these roles will be to run their area of expertise or teams operationally. Strategic aspects of these roles are minimised with a focus on strategy development and execution at the higher levels of SEO.

When assessing the scoring for these positions a combination of responsibilities, qualifications, experience, scope of responsibility, delegations authority, the extent of financial responsibility, asset responsibilities, managing contractors, and team numbers will be taken into account.

Team Leadership/Supervision of Employees

- Level of self-awareness and impact on others.
- Can include supervision or management of teams up to 15 employees,
- or lessor amount with a combination of team leadership and specialisation over a few functional areas
- Ability to roster teams performance to meet customer requirements and work schedule.

Managing Performance of Teams

- Managing employment lifecycle of people in teams from recruitment to exiting the organisation
- Performance management of individuals and teams
- Provide for performance management plans, monitoring and professional development of teams.
- Manage underperforming employees

Technical Specialisation/Expertise

- Coordinate and supervise resources pertaining to specialist area.
- Provide expertise for the organisation in one function or several functions across the corporation
- Assist in the mentoring and development of other employees in area of expertise and pass on key knowledge.
• Be recognised in the Corporation with operational and procedural expertise in a particular area and performing as the technical expert.

Financial Responsibilities including procurement
• Understand delegations of authority and approval levels
• As a guide budget management in operational areas may be up to $10 million
• Budget Management – Provide input into budget forecasting and monitoring based on KPIs, business imperatives
• Provide budget variance analysis/explanations
• Ability to work with supervisors to provide budget plans
• Leave planning and approvals

Contract/Contractor/Project Management
• Ability to oversee and delivery on specific contracts/projects up to $50K for some positions
• Where dedicated project or program management roles budget operations can be up to $10 million
• Projects are generally standard in nature or present low project delivery risk
• May include operating the fleet of vehicles within the districts or at a site

Managing Assets
• Update asset register and keep abreast of changes for area of responsibility
• Asset day to day management for sites and assets.

Risk Management
• Ensure all regulatory and compliance regulations and guidelines are met
• Ability to immediately cease and suspend any work that is unsafe
• Oversee and ensure compliance with regulatory requirements including Water Quality, Environmental, Safety, other requirements
• Identify and manage risk mitigation strategies.

Response for Incidents and Emergency Responses
• Provide effective management of resources for responses within area of expertise including rostering of staff and responding to events and incidents

Managing Customers/ Clients and Stakeholders
• Manage day to day customer interactions and resolve issues in the field with customers
• Provide mitigations strategies for customers and provide leadership for team members when dealing with customer issues.
• Provide solutions and suggestions to ensure interruptions of service delivery are kept to a minimum.
• Work with Communications to manage effective updates to customers.
• Deal with customer complaints relating to your area of responsibility and work with other departments to provide effective responses.
• Provide effective solutions for resolving issues with service and difficulties.
• Manage client needs and analysis.

Qualifications include

Operations
Technical Qualifications at least a Certificate III or IV in area of specialisation including Water Operations, Water Treatment, Waste Water,

Management/Leadership Qualifications At least Associate Diploma Degree Qualified/desirable

Non Operations/Technical Services/Corporate areas
Bachelor Degree Qualified in area of specialisation
Team Leadership -At least a Diploma or higher in management

Experience
Demonstrated highly developed skills in area of specialisation
Area of Expertise/Specialisation/relevant experience 5 years
Water Industry from 2 years
Leadership from 1 year
Other industries and experience will be welcomed
ATTACHMENT 3
SENIOR EXECUTIVE OFFICER (SEO) 1 – SENIOR EXECUTIVE OFFICER (SEO) 4
BENCHMARK POSITION STANDARDS

SENIOR EXECUTIVE OFFICER (SEO) LEVEL 2

Guidelines

SEO 2 roles are determined by a combination of responsibilities and are usually a specialist role providing advice for the Corporation, Leadership of a dedicated medium to large team, or a combination of specialisation/expertise of an area across the corporation plus leadership of a small team. The focus of these roles will be to run their area or expertise or teams operationally. Strategic aspects of these roles are minimised with focus on strategy development and execution at the higher levels of SEO.

When assessing the scoring for these positions a combination of responsibilities, qualifications, experience, scope of responsibility, delegations authority, the extent of financial responsibility, asset responsibilities, managing contractors, and team numbers will be taken into account.

Responsibilities will be made up of combination of some or all of the following but won’t be limited to these and could have things added over time. This is a guide and the main scope of roles at this level are to provide Operational Expertise, Team Leadership for small teams, or a combination of Operational Expertise and Team Leadership within the Corporation.

Team Leadership/Supervision of Employees

• Can include teams up to 25 employees
• Manage day to day operations of one functional area or up to 3 functional areas
• Provide leadership development for team members including development of future leaders.
• Ability to roster teams performance to meet customer requirements and work schedule.

Managing Performance of Teams

• Managing employment lifecycle of people in teams from recruitment to exiting the organisation
• Performance management of individuals and teams
• Provide for performance management plans, monitoring and professional development of teams.
• Manage underperforming employees

Technical Specialisation/Expertise

• Provide expertise for the organisation in one function or several functions for the whole corporation.
• Be recognised in the Corporation with operational and procedural expertise in a particular area and performing as the technical expert.
• Ability to influence other teams and areas across the Corporation with area of expertise.
• Provide feedback mechanisms to improve processes and procedures of the Corporation within are of expertise.
**Financial Responsibilities including procurement**

- Understand delegations of authority and approval levels
- Budget Management - Develop budgets and budget forecasting and monitoring based on KPIs.
- As a guide budget management in operational areas may be up to $10 million
- Responsible for negotiating changes in budgetary priorities based on research and effective business practice.
- Provide budget variance analysis/explanations.
- Ability to work with supervisors to provide budget plans and provide expertise with regard to budgets, impact on staff and resources.
- Leave planning and approvals

**Contract/Contractor/Project Management**

- Ability to oversee and delivery on specific contracts/project management up to $100K
- Where dedicated project management roles budget operations can be up to $20 million for special projects
- May include operating the fleet of vehicles within the districts or at a site
- Ability to redefine project scope and timeframes based on management of each project.
- Projects are generally complex in nature or present high project delivery risk

**Managing Assets**

- Update asset register and keep abreast of changes for area of responsibility
- Asset day to day management for sites and assets.

**Risk Management**

- Ability to immediately cease and suspend any work that is unsafe
- Provide effective improvements to align with quality control systems
- Oversee and ensure compliance with regulatory requirements including Water Quality, Environmental, Safety, other requirements
- Identify and manage mitigation strategies for risks
- Develop policies, processes and procedures aligned to legislation to ensure compliance for Corporation
- Implement strategies and actions as per corporate direction and expectation.

**Response for Incidents and Emergency Responses**

- Provide effective management of resources for responses within area of expertise including rostering of staff and responding to events and incidents

**Managing Customers/Clients and Stakeholders**

- Manage day to day customer interactions and resolve issues in the field with customers
- Provide mitigations strategies for customers and provide leadership for team members when dealing with customer issues.
• Provide solutions and suggestions to ensure interruptions of service delivery are kept to a minimum.
• Work with Communications to manage effective updates to customers.
• Deal with customer complaints relating to area of responsibility and work with other departments to provide effective responses.
• Provide effective solutions for resolving issues with service and difficulties.
• Manage client needs and analysis.

**Qualifications include**

**Operations**
Technical Qualifications at least a Certificate III or IV in area of specialisation
Management/Leadership Qualifications At least Associate Diploma
Degree Qualified/ desirable

**Non Operations/Technical Services/Corporate areas**
Bachelor Degree Qualified in area of specialisation
Team Leadership -At least a Diploma or higher in management

**Experience**
Area of Expertise/Specialisation/relevant experience 5 years
Water Industry from 3 years
Leadership from 2 years
Other industries and experience will be welcomed
ATTACHMENT 3
SENIOR EXECUTIVE OFFICER (CEO) 1 – SENIOR EXECUTIVE OFFICER (CEO) 4
BENCHMARK POSITION STANDARDS

SENIOR EXECUTIVE OFFICER (CEO) LEVEL 3

Guidelines

SEO 3 roles are determined by a combination of responsibilities and are usually a specialist role providing advice for the Corporation, Leadership of a dedicated medium to large team, or a combination of specialisation/expertise of an area across the corporation plus leadership of a small team. These roles include managing multiple teams and or ability to be a major role with senior representatives of associated client group and other key stakeholders. These roles focus on an organisational wide role requiring extensive management experience and specialist expertise and manager a range of specialists within a functional area or department.

The focus of these roles will be to run their area or expertise or teams operationally. Strategic aspects of these roles are increased with focus on strategy development and execution for functions across the whole Corporation. Responsible for various functions and accountabilities for area of expertise across the whole Corporation. This includes strategy development, execution and monitoring for whole functions and includes managing the day to day operations of a department or several teams.

When assessing the scoring for these positions a combination of responsibilities, qualifications, experience, scope of responsibility, delegations authority, the extent of financial responsibility, asset responsibilities, managing contractors, and team numbers will be taken into account.

Team Leadership/Supervision of Employees

• Can include teams up to 50 employees.
• Management of multiple functions within each team.
• Responsible for providing policy and procedural development and implementation and monitoring across the corporation.
• Can include smaller teams with individuals who have various specialisations within each team making up multiple specialisations.

Managing Performance of Teams

• Managing employment lifecycle of people in teams from recruitment to exiting the organisation
• Performance management of individuals and teams
• Provide for performance management plans, monitoring and professional development of teams.
• Manage underperforming employees/ability to provide further advice and information.
• Ability to formulate position development and review of team functions and provide for effective team delivery.

Technical Specialisation/Expertise

• Provide expertise for the organisation in one function or several functions for the whole corporation.
• Be recognised in the Corporation with operational and procedural expertise in a particular area and performing as the technical expert.
• Ability to influence other teams and areas across the Corporation with area of expertise.
• Provide feedback mechanisms to improve processes and procedures of the Corporation within are of expertise.
• Research, investigate and develop business case and recommendations to further develop Corporation in area of expertise.

Financial Responsibilities including procurement
• Understand delegations of authority and approval levels and work within budgetary levels. This includes managing budgets of up to $25 Million
• Manage budgets impacting on organisation wide processes and projects
• Budget Management - Provide budget forecasting and monitoring based on KPIs, and business imperatives
• Provide budget variance reporting
• Ability to work with supervisors to provide budget plans
• Leave planning and approvals

Contract/Contractor/Project Management
• Ability to oversee and delivery on specific contracts/project management up to $200K
• May include operating the fleet of vehicles within the districts or at a site
• Where dedicated project or program management roles budget operations can be over $20 million
• Projects are generally complex in nature or present high project delivery risk

Managing Assets
• Update asset register and keep abreast of changes for area of responsibility
• Asset day to day management for sites and assets.

Risk Management
• Ability to immediately cease and suspend any work that is unsafe
• Provide effective improvements to align with quality control systems
• Oversee and ensure compliance with regulatory requirements including Water Quality, Environmental, Safety, other requirements
• Develop risk mitigation strategies and implement these
• Develop organisational wide policies, processes and procedures aligned to legislation to ensure compliance for Corporation
• Develop and implement key strategies and actions as per corporate directions.

Response for Incidents and Emergency Responses
• Provide effective management of resources for responses within area of expertise including rostering of staff and responding to events and incidents
• Lead emergency response and incidents as required and provide key guidance and advice for others in the Corporation
Managing Customers/Clients and Stakeholders

- Manage day to day customer interactions and resolve issues in the field with customers.
- Provide mitigations strategies for customers and provide leadership for team members when dealing with customer issues.
- Provide solutions and suggestions to ensure interruptions of service delivery are kept to a minimum.
- Work with Communications to manage effective updates to customers.
- Deal with customer complaints relating to area of responsibility and work with other departments to provide effective responses.
- Provide effective solutions for resolving issues with service and difficulties.
- Work with key community organisations, boards and government agencies to provide information and advice.

Qualifications include

Bachelor Degree Qualified in area of specialisation
Team Leadership - At least a Diploma or higher in management

Plus desirable to have a higher level qualification including CPA, Masters in Business Administration, Change Management or the equivalent

Experience

Area of Expertise/Specialisation/relevant experience 5 years
Water Industry from 3 years
Leadership from 4 years

Other industries and experience will be welcomed
ATTACHMENT 3
SENIOR EXECUTIVE OFFICER (SEO) 1 – SENIOR EXECUTIVE OFFICER (SEO) 4
BENCHMARK POSITION STANDARDS

SENIOR EXECUTIVE OFFICER (SEO) LEVEL 4

Guidelines

SEO 4 roles are determined by a combination of responsibilities and are usually a specialist role providing advice for the Corporation, Leadership of a dedicated medium to large team, or a combination of specialisation/expertise and several functions across the corporation plus leadership of a small team.

This level is responsible for various functions and accountabilities for area of expertise across the whole Corporation. This includes strategy development, execution and monitoring for whole functions and includes managing the day to day operations of a department. Leadership at this level incorporates increased risk mitigation for whole functions including whole departments and multiple functions within the Corporation. In addition these roles will have increased responsibilities for management of finances, resourcing, assets or risk management across their area of expertise.

When assessing the scoring for these positions a combination of responsibilities, qualifications, experience, scope of responsibility, delegations authority, the extent of financial responsibility, asset responsibilities, managing contractors, and team numbers will be taken into account.

Team Leadership/Supervision of Employees

- Can include teams up to 100 employees.
- Management of multiple functions within each team.
- Responsible for providing policy and procedural development and implementation and monitoring across the corporation.
- Can include smaller teams with individuals who have various specialisations within each team making up multiple specialisations

Managing Performance of Teams

- Managing employment lifecycle of people in teams from recruitment to exiting the organisation
- Performance management of individuals and teams
- Provide for performance management plans, monitoring and professional development of teams.
- Manage underperforming employees/ability to provide further advice and information.
- Ability to formulate position development and review of team functions and provide for effective team delivery.

Technical Specialisation/Expertise

- Several years expertise in this area with an ability to formulate key strategies, policies and procedures in area of expertise for the whole Corporation
- Understanding of change management, stakeholder engagement and key influencing in Corporation wide activities aligned to Corporate initiatives
• Outstanding communication skills with an ability to present to key groups, both business and community and be able to apply government policy and direction

• Work with key industry groups and provide leadership on state wide or nationwide projects and programs

• Provide key expertise and information and influence government policy or direction

• Provide expertise for or across the whole organisation in one function or several functions.

• Be recognised in the Corporation with operational and procedural expertise in a particular area and performing as the technical expert.

• Ability to influence other teams and areas across the Corporation with area of expertise.

• Provide feedback mechanisms to improve processes and procedures of the Corporation within are of expertise.

• Research, investigate and develop business cases and recommendations to further develop Corporation in area of expertise.

• Recognised in Water Industry for area of specialisation.

Financial Responsibilities including procurement

• Understand delegations of authority and approval levels and work within budgetary levels. This include managing budgets over $25 Million

• Manage budgets impacting on organisation wide processes and projects

• Budget Management - Provide budget forecasting and monitoring based on KPIs, business imperatives

• Provide budget variance analysis/explanations

• Ability to work with supervisors to provide budget plans

• Leave planning and approvals

Contract/Contractor/Project Management

• Ability to oversee and deliver on specific contracts/project management over $150K

• May include operating the fleet of vehicles within the districts or at a site

• Where dedicated project or program management roles budget operations can be over $20 million

• Projects are generally complex in nature or present high project delivery risk

Managing Assets

• Update asset register and keep abreast of changes for area of responsibility

• Asset day to day management for sites and assets.

Risk Management

• Regulatory and Compliance Management

• Oversee and ensure compliance with regulatory requirements including Water Quality, Environmental, Safety, other requirements

• Identify and manage risk mitigation strategies

• Develop policies, processes and procedures aligned to legislation to ensure compliance for Corporation
• Implement strategies and actions as per corporate direction or expectation.

Response for Incidents and Emergency Responses
• Provide effective management of resources for responses within area of expertise including rostering of staff and responding to events and incidents

Managing Customers/ Clients and Stakeholders
• Manage day to day customer interactions and resolve issues in the field with customers
• Provide mitigations strategies for customers and provide leadership for team members when dealing with customer issues.
• Provide solutions and suggestions to ensure interruptions of service delivery are kept to a minimum.
• Work with Communications to manage effective updates to customers.
• Deal with customer complaints relating to area of responsibility and work with other departments to provide effective responses.
• Provide effective solutions for resolving issues with service and difficulties.
• Build and enhance key relationships with various stakeholders including key community organisations, boards and government agencies to provide information and advice.
• Influence key stakeholders and provide effective input into water industry bodies, agencies and information.

Qualifications include
Bachelor Degree Qualified in area of specialisation
Team Leadership - At least a Diploma or higher in management
Plus have a higher level qualification including CPA, Masters in Business Administration, Change Management or the equivalent

Experience
Area of Expertise/Specialisation/relevant experience 5 years
Water Industry from 3 years
Leadership from 6 years
or other industries at senior level and experience will be welcomed
Productivity Measures

The parties agree to work towards the achievement of cost beneficially of this Agreement through Employees efficiently and effectively assisting in achieving Goulburn Valley Water's key ESC performance indicators and Clause 37 of this Agreement.
ATTACHMENT 5 -
WATER INDUSTRY AWARD 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 18 June 2015 (PR566793), 18 June 2015 (PR566922) and 26 June 2015 (PR568050).

Clause(s) affected by the most recent variation:

14—Minimum wages

16—Apprentice minimum wages

19—Allowances

Schedule D—Supported Wage System

Schedule E—National Training Wage

Current review matter(s): AM2014/47; AM2014/190; AM2014/196; AM2014/197; AM2014/289; AM2014/300; AM2014/301; AM2014/306; AM2015/1; AM2015/2

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[Varied by PR532631, PR544519, PR544319, PR546288, PR557581]

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Part 1—Application and Operation

1. Title

This award is the Water Industry Award 2010.

2. Commencement and transitional

[Varying by PR542233]

2.1 This award commences on 1 January 2010.

2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[Varying by PR542233 ppc 04Dec13]

2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[Varying by PR542233 ppc 04Dec13]

2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[Varying by PR542233 ppc 04Dec13]

2.6 The Fair Work Commission may review the transitional arrangements:

(a) on its own initiative; or

(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
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(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or

(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

3. Definitions and interpretation

[Varied by PR97772, PR503667, PR544319, PR546141]

3.1 In this award, unless the contrary intention appears:

Act means the Fair Work Act 2009 (Cth)

[Definition of adult apprentice inserted by PR544319 ppc 01Jan14]

adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

agreement-based transitional instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

afternoon shift means any shift (other than a 12 hour shift) finishing after 6.00 pm and at or before midnight

award-based transitional instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

day shift means any shift other than an afternoon or night shift

day worker means an employee whose ordinary hours are worked between Monday and Friday and within the span of hours in clause 25.2(a)

[Definition of default fund employee inserted by PR546141 ppc 01Jan14]

default fund employee means an employee who has no chosen fund within the meaning of the Superannuation Guarantees (Administration) Act 1992 (Cth)

[Definition of defined benefit member inserted by PR546141 ppc 01Jan14]

defined benefit member has the meaning given by the Superannuation Guarantees (Administration) Act 1992 (Cth)

[Definition of Division 2B State award inserted by PR503667 ppc 01Jan11]

Division 2B State award has the meaning in Schedule 3A of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

[Definition of Division 2B State employment agreement inserted by PR503667 ppc 01Jan11]

Division 2B State employment agreement has the meaning in Schedule 3A of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

[Definition of employee substituted by PR97772 from 01Jan10]

employee means national system employee within the meaning of the Act
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[Definition of employer substituted by PR997777 from 01Jan10]

employer means national system employer within the meaning of the Act

enterprise award-based instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

[Definition of exempt public sector superannuation scheme inserted by PR546114 ppc 01Jan14]

exempt public sector superannuation scheme has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth)

full rate of pay has the meaning in the NES

hourly ordinary time rate of an employee is 1/38th of the minimum weekly rate of pay specified in clause 14—Minimum wages for the employee’s classification

minimum weekly rate of an employee is the rate of pay specified in clause 14—Minimum wages for the employee’s classification

[Definition of MySuper product inserted by PR546114 ppc 01Jan14]

MySuper product has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth)

NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)

night shift means any shift finishing after midnight and at or before 8.00 am

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

shiftworker means an employee who works a roster cycle where ordinary hours are rostered outside the span of hours specified in clause 25.2(a) (save that for the purposes of the NES, shiftworker has the different meaning given in clause 27.2)

standard rate means the hourly ordinary time rate for a Level 4 employee in clause 14—Minimum wages, being 1/38th of the minimum weekly rate for the Level 4 classification

transitional minimum wage instrument has the meaning in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

4.1 This industry award covers employers throughout Australia in the water industry and their employees in the classifications listed in Schedule B—Classifications to the exclusion of any other modern award.

4.2 In this award water industry means the harvesting (including by desalination), transportation, storage, treatment and supply of water to commercial, residential and
other consumers and the harvesting, transportation, storage, treatment and recycling of waste water, stormwater and sewerage.

4.3 In this award water industry does not include:

(a) the construction of water industry facilities or infrastructure (other than by employers otherwise within the water industry);

(b) the installation, maintenance and repair of:

(i) water, sewerage or drainage services within buildings, structures or facilities that are not part of the water industry as defined in clause 4.2; or

(ii) the mains, drains and lines immediately connecting to such buildings, structures or facilities,

(other than by employers otherwise within the water industry);

(c) the construction, manufacture, sale, installation or repair of water tanks (other than by employers otherwise within the water industry); or

(d) the processing or supply of bottled water.

4.4 This award does not cover:

(a) employers and employees covered by the Local Government Industry Award 2010;

(b) contractors to owners or operators of water industry facilities or infrastructure, and the employees of such contractors, where such contractors are covered by any of the following awards:

(i) Building and Construction General On-site Award 2010;

(ii) Electrical, Electronic and Communications Contracting Award 2010;

(iii) Joinery and Building Trades Award 2010;

(iv) Manufacturing and Associated Industries and Occupations Award 2010;

(v) Mobile Crane Hiring Award 2010;

(vi) Plumbing and Fire Sprinklers Award 2010; or

(vii) Professional Employees Award 2010,

unless such contractor is a sub-contract operator of water industry facilities or infrastructure;

(c) a chief executive officer, however described, executives and other senior officers not covered by a classification in Schedule B—Classifications; or

(d) an employee excluded from award coverage by the Act.

4.5 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.
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4.6 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.

4.7 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

4.8 This award covers employers which provide group training services for apprentices and trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

4.9 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The NES and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

[Varied by PR 542233]

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

(a) arrangements for when work is performed;
(b) overtime rates;

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(c) penalty rates;
(d) allowances; and
(e) leave loading.

[7.2 varied by PR342233 ppc 04Dec13]

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

7.3 The agreement between the employer and the individual employee must:
(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

[7.3(b) varied by PR542733 ppc 04Dec13]

(b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:
(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
(b) state each term of this award that the employer and the individual employee have agreed to vary;
(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
(e) state the date the agreement commences to operate.

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
The agreement may be terminated:

[7.8(a) varied by PR542233 ppc 04Dec13]

(a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

[Note inserted by PR542233 ppc 04Dec13]

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the Fair Work Act 2009 (Cth)).

[New 7.9 inserted by PR542233 ppc 04Dec13]

7.9 The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

[7.9 renumbered as 7.10 by PR542233 ppc 04Dec13]

7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation

[8—Consultation regarding major workplace change renamed and substituted by PR546288 ppc 01Jan14]

8.1 Consultation regarding major workplace change

(a) Employer to notify

(i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

(ii) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

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(b) Employer to discuss change

(i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).

(iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

8.2 Consultation about changes to rosters or hours of work

(a) Where an employer proposes to change an employee’s regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

(b) The employer must:

(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence);

(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

(c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

(d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.
9. Dispute resolution

[Varied by PR542233]

9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

[9.2 varied by PR542233:ppc 04Dec13]

9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

[9.3 varied by PR542233:ppc 04Dec13]

9.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[9.4 varied by PR542233:ppc 04Dec13]

9.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. Employment categories

10.1 Employees under this award will be employed in one of the following categories:

(a) full-time;
(b) part-time; or
(c) casual.

10.2 At the time of engagement, an employer will inform each employee of the terms of their engagement and in particular whether or not they are to be full-time, part-time or casual. Such decision will then be recorded in the time and wages record.
10.3 Full-time employees

A full-time employee is an employee engaged to work an average of 38 ordinary hours per week.

10.4 Part-time employees

(a) An employer may employ part-time employees in any classification in this award.

(b) A part-time employee is an employee who:

(i) works less than full-time hours of 38 per week;

(ii) has reasonably predictable hours of work; and

(iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

(c) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying 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.

(d) Any agreed variation to the hours of work will be recorded in writing.

(e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.

(f) All time worked in excess of the hours as agreed under clause 10.4(c) or varied under clause 10.4(d) will be overtime and paid for at the rates prescribed in clause 26—Overtime.

(g) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed in clause 14—Minimum wages, for the work performed.

10.5 Casual employees

(a) A casual employee is an employee who is engaged and paid as such but will not include a part-time or full-time employee.

(b) Casual loading

Casual employees will be paid, in addition to the ordinary hourly rate and rates payable for shift and weekend work on the same basis as a full-time employee, an additional loading of 25% of the ordinary hourly rate for the classification in which they are employed as compensation instead of paid leave under this award and the NES.

(c) Penalties and overtime

Penalties (including public holiday penalties) and overtime for casual employees will be calculated on the ordinary hourly rate for the classification in which they are employed exclusive of the casual loading.
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11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

11.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

12. Redundancy

[Varied by PR593667, PR561478]

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer’s option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

12.4 Job search entitlement

(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or
they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

(c) This entitlement applies instead of clause 11.3.

12.5 Transitional provisions – NAPSA employees

[12.5 amended by PR593607; deleted by PR561478 ppc 05Mar15]

12.6 Transitional provisions – Division 2B State employees

[12.6 inserted by PR593607; deleted by PR561478 ppc 05Mar15]

Part 4—Minimum Wages and Related Matters

13. Classifications

13.1 All employees covered by this award must be classified according to the level structure set out in Schedule B—Classifications.

13.2 Employers must advise their employees in writing of their classification level on commencement of employment and of any subsequent changes to their classification level. The classification level must be determined by the employer according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of their employment.

14. Minimum wages

[14 varied by PR980013, PR509144, PR522975, PR536778, PR551701, PR560058, PR566793]

14.1 Adult employees

[14.1 heading inserted by PR560058 ppc 16Jan15, varied by PR566793 ppc 01Jul15]

A full-time adult employee will be paid not less than the minimum weekly rate of pay applicable to the employee’s classification for their 38 ordinary weekly hours as follows:

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Minimum weekly rate</th>
<th>Minimum hourly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>702.30</td>
<td>18.48</td>
</tr>
<tr>
<td>Level 2</td>
<td>725.90</td>
<td>19.10</td>
</tr>
<tr>
<td>Level 3</td>
<td>753.70</td>
<td>19.83</td>
</tr>
<tr>
<td>Level 4</td>
<td>764.90</td>
<td>20.13</td>
</tr>
<tr>
<td>Level 5</td>
<td>812.80</td>
<td>21.39</td>
</tr>
<tr>
<td>Level 6</td>
<td>879.60</td>
<td>23.15</td>
</tr>
<tr>
<td>Level 7</td>
<td>894.80</td>
<td>23.55</td>
</tr>
<tr>
<td>Level 8</td>
<td>966.90</td>
<td>25.44</td>
</tr>
</tbody>
</table>
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Classifications | Minimum weekly rate | Minimum hourly rate |
-----------------|---------------------|---------------------|
Level 9          | 1034.30             | 27.22               |
Level 10         | 1130.60             | 29.75               |

14.2 Annualised salaries

[14.2 inserted by PR560038 ppc 16Jan13]

The following provisions are to apply to employees employed in classification Levels 9 and 10 in accordance with Schedule B of this award.

14.2.1 Annual salary instead of award provisions

(a) An employer may pay an employee an annual salary in satisfaction of any or all of the following provisions of this award:

(i) clause 14—Minimum wages;
(ii) clause 19—Allowances;
(iii) clauses 25.5 and 26—Shiftwork penalty rates and Overtime;
(iv) clause 27.3—Annual leave loading.

(b) Where an annual salary is paid the employer must provide written advice to the employee of the following:

(i) the annual salary that is payable and which of the provisions of this award will be satisfied by payment of the annual salary;
(ii) the date on which the salary arrangement commences;
(iii) the award level classification for the role; and
(iv) the terms of clause 14.2.2 of this award.

14.2.2 Annual salary not to disadvantage employees

(a) The annual salary must be no less than the amount the employee would have received under this award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

(b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.

14.2.3 Base rate of pay for employees on annual salary arrangements

For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 14—Minimum wages and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.
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15. Junior rates

Junior employees will be paid the following percentage of the appropriate weekly wage rate set out in clause 14—Minimum wages as follows:

<table>
<thead>
<tr>
<th>Age</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17</td>
<td>55</td>
</tr>
<tr>
<td>17 years</td>
<td>65</td>
</tr>
<tr>
<td>18 years</td>
<td>75</td>
</tr>
<tr>
<td>19 years</td>
<td>85</td>
</tr>
<tr>
<td>20 years</td>
<td>95</td>
</tr>
<tr>
<td>21 years and over</td>
<td>100</td>
</tr>
</tbody>
</table>

16. Apprentice minimum wages

[16—Apprentices renamed as Apprentice minimum wages and substituted by PR544312 ppc 01Jan14; varied by PR559307, PR566793]

16.1 The terms of this award apply to apprentices, except where otherwise provided. For school-based apprentices, see Schedule C—School-based Apprentices.

16.2 The minimum weekly rates for apprentices who commenced before 1 January 2014 are as follows:

(a) Four year apprenticeships

<table>
<thead>
<tr>
<th>Year</th>
<th>% of Level 4 rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>45</td>
</tr>
<tr>
<td>2nd year</td>
<td>60</td>
</tr>
<tr>
<td>3rd year</td>
<td>75</td>
</tr>
<tr>
<td>4th year</td>
<td>90</td>
</tr>
</tbody>
</table>

(b) Three year apprenticeships

<table>
<thead>
<tr>
<th>Year</th>
<th>% of Level 4 rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>45</td>
</tr>
<tr>
<td>2nd year</td>
<td>70</td>
</tr>
<tr>
<td>3rd year</td>
<td>90</td>
</tr>
</tbody>
</table>

[16.3 substituted by PR566793 ppc 01Jul15]

16.3 The minimum weekly rates for apprentices who commenced a four year apprenticeship on or after 1 January 2014 are as follows:
16.4 The minimum weekly rates for apprentices who commenced a three year apprenticeship on or after 1 January 2014 are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Have not completed year 12</th>
<th>Have completed year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>50</td>
<td>55</td>
</tr>
<tr>
<td>2nd year</td>
<td>60</td>
<td>65</td>
</tr>
<tr>
<td>3rd year</td>
<td>75</td>
<td>75</td>
</tr>
<tr>
<td>4th year</td>
<td>90</td>
<td>90</td>
</tr>
</tbody>
</table>

[16.4 substituted by PR566793 ppc 01Jul15]

16.5 An adult apprentice will be paid no less than the minimum weekly rate for Level 2 in clause 14—Minimum wages or the relevant rate prescribed by clauses 0 or 0 for the relevant year of the apprenticeship, whichever is the greater.

16.6 A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 14 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

[16.7 to 16.14 inserted by PR355907 ppc 01Jan15]

16.7 Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

16.8 For the purposes of clause 16.7, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs
do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

16.9 The amount payable by an employer under clause 16.7 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.

16.10 All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

16.11 An employer may meet its obligations under clause 16.10 by paying any fees and/or cost of textbooks directly to the RTO.

16.12 An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

16.13 Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice’s wages and determining the apprentice’s employment conditions. This subclause operates subject to the provisions of Schedule C—School-based Apprentices.

16.14 No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

17. **Supported wage system**

See Schedule D

18. **National training wage**

See Schedule E
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19. Allowances

To view the current monetary amounts of work-related allowances refer to the Allowances Sheet.

[Varied by PR998148, PR59265, PR532095, PR568098, PR551821, PR66922]

19.1 Leading hand allowance

An employee at Level 3, 4 or 5 who is required by the employer to supervise other employees will be paid an allowance in addition to their classification rate of pay as follows:

<table>
<thead>
<tr>
<th>Supervisor’s classification level</th>
<th>Number of employees supervised</th>
<th>% of the standard rate per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 or 4</td>
<td>1 to 5</td>
<td>110</td>
</tr>
<tr>
<td>3 or 4</td>
<td>6 to 15</td>
<td>150</td>
</tr>
<tr>
<td>3, 4 or 5</td>
<td>Over 15</td>
<td>190</td>
</tr>
</tbody>
</table>

NOTE: The Level 1 and Level 2 classifications do not involve the supervision of other employees.

19.2 Meal allowance in relation to overtime

[19.2(a) varied by PR998148, PR59265, PR532095, PR568098, PR551821, PR66922 ppc 01Jul15]

(a) Where the employer requires an employee to work more than two hours of overtime or more than 10 continuous hours on any one day, exclusive of unpaid meal breaks, the employee will be paid a meal allowance of $17.34.

[19.2(b) varied by PR998148, PR59265, PR532095, PR568098, PR551821, PR66922 ppc 01Jul15]

(b) Where the employer requires the employee to continue working, for a further four hours of continuous overtime work, the employee will be paid an additional meal allowance of $11.00.

(c) A meal allowance is not payable where the employee has been notified in advance of the requirement to work overtime or where a meal is provided by the employer.

19.3 First aid allowance

(a) Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty they will be paid an additional weekly allowance of 65% of the standard rate.

(b) This clause will not apply where the requirement to hold a first aid certificate is a requirement of the position.

19.4 Vehicle allowance

(a) Where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, such employee will be paid an allowance for each kilometre of authorised travel as follows:
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[19.4(a)(i) varied by PR530995, PR536898, PR551821 ppc 01Jul14]

(i) motor vehicle—$0.78 per kilometre; or

[19.4(a)(ii) varied by PR551821 ppc 01Jul14]

(ii) motorcycle—$0.26 per kilometre.

(b) An employer may require an employee to record full details of all such official travel requirements in a log book.

19.5 Transfers, travelling and working away from normal starting point

(a) Normal starting point

(i) Subject to clause 19.5(a)(ii) all employees upon engagement will be given a starting point which will be the commencement point of their daily work activities.

(ii) For the purposes of this clause, normal starting point will mean a workshop, depot, office, treatment plant or facility to which the employee is usually assigned or any other designated starting and/or finishing point.

(iii) Unless otherwise provided, each employee will be attached to one normal starting point only.

(iv) At the direction of the employer, an employee who is either provided with an appropriate vehicle or transport, or paid a daily allowance equivalent to 50% of the standard rate instead of fares and travelling time, may be required to commence and/or finish work at any location within a region specified by the employer in which the employer operates or maintains a water and/or sewerage and/or waste water service, and where multiple starting points form part of the nature of the work being performed.

(v) An employee may be transferred to another normal starting point at any time by the giving of reasonable notice.

(b) Excess travelling time and fares

Where an employer requires an employee, other than a casual, to start work at a place away from the employee's normal starting point, the employer will pay the employee:

(i) excess travelling time—travelling time at the employee's ordinary hourly rate for all time reasonably spent by the employee reaching and/or returning from the job which is in excess of the time normally spent by the employee in travelling between the employee's usual residence and the employee's normal starting point; and

(ii) excess fares—any fares reasonably incurred by the employee that are in excess of the fares normally incurred in travelling between the employee's usual residence and the employee's normal starting point. The excess fares allowance will not be paid where the employee is provided with a vehicle by the employer or is paid the allowance as provided in clause 19.4 or has an arrangement with the employer for a
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regular vehicle allowance in excess of the allowance provided in clause 19.4.

19.6 Reimbursement of expenses

(a) All reasonable expenses incurred at the direction of the employer, including out-of-pocket expenses, accommodation, travelling expenses and the cost of special protective clothing (where such clothing is not provided by the employer), incurred in connection with the employee’s duties will be paid by the employer and, where practicable will be included in the next pay period.

(b) The method and mode of travelling or the vehicle to be supplied or used will be arranged mutually between the employer and the employee. Travelling arrangements will be agreed between the employer and the employee in advance.

(c) The employer may require the employee to present proof of payment prior to the reimbursement.

19.7 Tool allowance—tradespersons and apprentices

[19.7(a) varied by PR098148 ppc 01Jul10]

(a) Where the employer requires a tradesperson or an apprentice tradesperson to supply and maintain tools ordinarily required by the employee in the performance of their duties as a tradesperson, the employee will be paid an additional weekly amount of $18.25.

(b) This provision will not apply where the employer provides the tradesperson or apprentice with the required tools or while employees are absent from work.

19.8 Adverse working conditions

(a) Operational and trade employees engaged in Levels 1 to 5 of this award will be paid an additional hourly allowance at the rate specified in clause 19.8(b) for all time worked by direction under adverse working conditions as defined in clause 19.8(c) provided that in all cases, in addition to the payment of this allowance, the employer will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.

(b) An employee will be paid an additional hourly allowance for each hour in which work under adverse working conditions is performed as follows:

(i) Level 1 working conditions—3.5% of the standard rate;

(ii) Level 2 working conditions—5% of the standard rate; or

[19.8(b)(iii) varied by PR093521 ppc 18Feb10]

(iii) Level 3 working conditions—50% of the standard rate.
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(c) Adverse working conditions definitions

(i) Level 1 working conditions

The Level 1 working conditions allowance compensates for all adverse conditions associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions including:

- working in confined or cramped spaces;
- working in wet places (other than places wet by sewerage) including standing in water;
- working in hot places where temperatures are artificially raised above 45 degrees Celsius;
- working in dusty, muddy or dirty conditions;
- cleaning of toilets;
- operating mechanical and pneumatic equipment; or
- handling or use of herbicides, insecticides and/or other poisonous or toxic substances.

(ii) Level 2 working conditions

The Level 2 working conditions allowance compensates for the nature of highly obnoxious, offensive or dirty work, which typically includes:

- clearing of sewer chokes;
- maintenance, connections to and/or repair of sewerage equipment;
- handling infected materials;
- cleaning septic tanks, septic closets and/or chemical closets by mechanical means; or
- collection, removal and/or disposal of, sludge from cess pits and/or grease traps.

(iii) Level 3 working conditions

The Level 3 working conditions allowance compensates for the nature of extremely obnoxious, offensive or dirty work in septic and sewerage treatment services, which typically includes:

- working in digestion tanks at sewerage treatment works;
- entering and cleaning aeration ponds or wet wells at sewer pump stations;
- working in live sewers; or
- cleaning septic tanks, septic closets and/or chemical closets other than by mechanical means.
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(d) An employer may make an average payment equivalent to an agreed number of hours per week, where the employee is regularly required to work under adverse working conditions as defined in clause 19.8(c).

(e) Adverse working conditions allowances are not payable during periods of leave.

19.9 Adjustment of expense related allowances

(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

[19.9(b) varied by PR523095 ppc 01Jul12]

(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
<tr>
<td>Tool allowance</td>
<td>Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group</td>
</tr>
<tr>
<td>Vehicle allowance</td>
<td>Private motoring sub-group</td>
</tr>
</tbody>
</table>

20. District allowances

[20 deleted by PR561478 ppc 05Mar15]

21. Accident pay

[Varyed by PR503667; deleted by PR561478 ppc 05Mar15]

22. Higher duties

22.1 An employee directed or appointed to relieve in a higher level position for more than one day will be paid at a level in accordance with the skills and experience required.

22.2 Higher duties will not be paid when the relieving employee is absent on leave or a public holiday.

23. Payment of wages

At the employer’s discretion, employees will be paid weekly, fortnightly or as otherwise agreed by electronic funds transfer into the employee’s nominated account or other agreed method.
24. Superannuation

[Varied by PRS4614, PRS49545; 24 varied by PRS561478 ppc 05Mar15]

24.1 Superannuation legislation

(a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

24.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

24.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 24.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.

(c) The employer must pay the amount authorised under clauses 24.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 24.3(a) or (b) was made.

24.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 24.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 24.2 and pay the amount authorised under clauses 24.3(a) or 24.3(b) to one of the following superannuation funds or its successor:

[24.4(a) deleted by PRS46114 ppc 01Jan14]
[24.4(b) deleted by PRS46114 ppc 01Jan14]
24.4 (c) renumbered as 24.4 (a) by PR546114 ppc 01Jan14

(a) Eqipsuper;

(24.4 (d) renumbered as 24.4 (b) by PR546114 ppc 01Jan14)

(b) First State Super;

(24.4 (e) renumbered as 24.4 (c) by PR546114 ppc 01Jan14)

(c) LGsuper;

(24.4 (f) renumbered as 24.4 (d) by PR546114 ppc 01Jan14)

(d) Local Government Superannuation Scheme (LGSS);

(24.4 (g) deleted by PR546114 ppc 01Jan14)

(24.4 (h) renumbered as 24.4 (e) by PR546114 ppc 01Jan14)

(e) Quadrant Superannuation Scheme;

(24.4 (i) deleted by PR546114 ppc 01Jan14)

(24.4 (j) deleted by PR546114 ppc 01Jan14)

(24.4 (k) renumbered as 24.4 (f) by PR546114 ppc 01Jan14)

(f) Vision Super;

(24.4 (l) renumbered as 24.4 (g) by PR546114 ppc 01Jan14)

(g) WA Local Government Superannuation Plan;

[New 24.4 (m) inserted by PR549545 ppc 01Jan14]

(h) City of Perth Superannuation Fund;

[New 24.4 (n) inserted by PR549545 ppc 01Jan14]

(i) Local Super;

(24.4 (o) renumbered as 24.4 (p) and varied by PR546114 ppc 01Jan14; renumbered as 24.4 (q) by PR549545 ppc 01Jan14)

(j) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[New 24.4 (r) inserted by PR546114 ppc 01Jan14; renumbered as 24.4 (s) by PR549545 ppc 01Jan14]

(k) a superannuation fund or scheme which the employee is a defined benefit member of.

24.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 24.2 and pay the amount authorised under clauses 24.3 (a) or 24.3 (b):

(a) Paid leave—while the employee is on any paid leave;
Water Industry Award 2010

[22.5(b) varied by PR561478 ppc 05Mar15]

(b) Work-related injury or illness—in respect of any employee entitled to accident pay for the period of absence from work of the employee due to work-related injury or work-related illness provided that:

(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and

(ii) the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

25. Ordinary hours of work and rostering

25.1 For the purpose of the NES, ordinary hours of work under this award are 38 per week.

25.2 Day workers

(a) The ordinary working hours for all employees other than shiftworkers are an average of 38 hours per week over a period of 28 days and will be worked within the span of hours 6.00 am to 6.00 pm Monday to Friday.

(b) An employee may work up to a maximum of 10 ordinary hours on any day (excluding unpaid meal breaks) or, by agreement between the employer and employee, up to a maximum of 12 ordinary hours on any day.

(c) Subject to clauses 25.2(a) and (b) the times when ordinary hours are worked by day workers are at the discretion of the employer and may include:

(i) a 10 day fortnight—7.6 hours per day, or

(ii) a nine day fortnight—8 hours and 20 minutes per day with a rostered day off

(d) If a rostered day off for a day worker falls on a public holiday as prescribed in the NES the next working day will be substituted or another day by written agreement.

(e) By agreement between the employer and affected employee(s), the span of hours prescribed may be altered by up to two hours at either end of the span, but will not be greater than 12 hours (for example, to allow for seasonal variations, workplace health and safety, personal needs of employee(s) or the genuine operational requirements of a particular project).

(f) Breaks—day workers

(i) An employee who is a day worker will not be required to work more than five hours without an unpaid meal break of not less than 30 minutes. In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.
Water Industry Award 2010

(ii) Paid morning and afternoon tea breaks of 7.5 minutes each will be allowed to day workers.

25.3 Shiftwork

(a) A shiftworker's roster cycle will provide for an average of 38 ordinary hours over a period not exceeding eight weeks.

(b) A roster for full-time and part-time employees showing normal starting and finishing times of each employee will be prepared by the employer and will be posted in a conspicuous place accessible or made available electronically to the employees concerned.

(c) The following conditions apply to the preparation of rosters:

(i) the roster must specify shift starting and finishing times and where time rostered is overtime;

(ii) subject to clause 25.3(d), shifts must not exceed 10 hours in length (including crib time which will be counted as time worked) and an employee must not be rostered to work more than eight shifts in any nine day period;

(iii) except at the regular changeover of shifts, an employee must not be rostered to work more than one shift in each 24 hours; and

(iv) a shiftworker must have a minimum break of 10 hours between shifts.

(d) An employer may implement 12 hour shifts as part of a two shift, 24 hour continuous roster but an employee must not be rostered for more than five 12 hour shifts in any nine day period.

(e) Subject to clauses 25.3(f), (g) and (h), an employer must not change the structure of a roster or implement a new roster unless all affected employees are given at least four weeks' notice of the change or of the new roster or all affected employees agree.

(f) Where practicable, two weeks' notice of rostered days off should be given provided that the days off may be changed by agreement or through sickness or other cause over which the employer has no control.

(g) An employer may require an employee to work a different shift or shift roster upon giving 48 hours' notice or such shorter period as is agreed or as operational circumstances reasonably require.

(h) Subject to the approval of the employer, employees may, by agreement, exchange shifts and days off, but in these circumstances pay will be as if the work had proceeded according to the roster.

25.4 Breaks—shiftworkers

(a) A shiftworker working a shift of less than 10 hours will be entitled to a crib break of 20 minutes which will count as time worked.

(b) A shiftworker working a shift of 10 hours or longer will be entitled to crib breaks totalling 30 minutes which will count as time worked.
Water Industry Award 2010

(c) Breaks for all employees will be scheduled by the employer based upon operational requirements to ensure continuity of operations. The employer will not require an employee to work more than five hours before the first crib break is taken or between subsequent crib breaks, if any.

(d) If at the direction of the employer an employee is required to work during the normal crib break, then until a crib break is allowed the employee will be paid at time and a half.

(e) An employee may take a paid rest break of 20 minutes after each four hours of overtime worked, if the employee is required to continue to work after the rest break.

25.5 Shiftwork penalty rates

An employee who is a shiftworker and who works according to a pre-determined roster or working pattern which provides coverage for more than one shift per day and beyond the span of ordinary hours prescribed in clause 25.2(a) will be paid a loading of 15% in addition to their ordinary rate for all ordinary time worked on a rostered afternoon shift and 30% in addition to their ordinary rate for all ordinary time worked on a rostered night shift.

26. Overtime

26.1 Unless otherwise provided, overtime means all work performed at the direction of the employer:

(a) by day workers outside of the daily span of hours specified in clause 25.2(a) or in excess of the maximum ordinary hours on any day as provided for in clause 25.2(b);

(b) by shiftworkers in excess of the hours for any day or shift in a roster prepared in accordance with clause 25.3; or

(c) in excess of an employee’s ordinary hours calculated by reference to the period over which the employee’s ordinary hours are averaged to the extent that such extra work does not already attract overtime pursuant to clauses 26.1(a) or (b).

26.2 Payment for overtime

(a) Except as otherwise provided, overtime will be paid at the rate of time and a half for the first two hours and double time thereafter.

(b) Overtime worked on a Saturday will be paid at time and a half for the first two hours and double time thereafter.

(c) Overtime worked on a Sunday will be paid at the rate of double time.

(d) The payment for overtime rates provided in this clause is calculated on the employee’s hourly ordinary time rate.
Water Industry Award 2010

(e) An employee who works overtime on a Saturday or on a Sunday will be afforded at least three hours’ work or will be paid for three hours at the appropriate overtime rate.

(f) Overtime on a public holiday will be paid at double time and a half.

[26.2(g) inserted by PR533983 ppc 11Feb13]

(g) In computing overtime, each day’s work stands alone.

26.3 Time off instead of payment for overtime

(a) An employee may elect, with the consent of the employer, to take time off instead of payment for overtime that would otherwise be payable under this clause.

(b) Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is an hour off for each hour of overtime worked.

(c) Time off instead of payment for overtime must be taken at a mutually convenient time and within four weeks of the overtime being worked.

(d) Unless otherwise agreed, an employer will provide payment at the appropriate overtime rate for any overtime worked under this clause where time off has not be taken within four weeks of the overtime being worked.

26.4 Rest period after overtime

(a) Wherever reasonably practicable, working hours should be arranged so that an employee has at least 10 consecutive hours off duty between the work on successive days or shifts.

(b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of this clause, be released until the employee has had 10 consecutive hours off duty without loss of pay of ordinary hours occurring during such absence.

(c) If, on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of double time until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

(d) Notwithstanding the above, clause 26.4 will not apply where an employee works for less than three hours on call, call-back or remote response on any one day in accordance with clauses 26.5 or 26.6.

26.5 Call-back

(a) An employee will be deemed to be on a call-back if the employee is recalled to work overtime after leaving the employer’s premises or worksite and without receiving prior notice of the requirement to work overtime before ceasing
work. Provided that employees will be deemed not to be on call-back where the
employee works such overtime continuous with the employee's ordinary hours.

(b) Any employee, who is called back to work as specified in clause 26.5(a), will
be paid for a minimum of four hours' work at the appropriate overtime rate on
each occasion the employee is called back. Provided that any subsequent
call-backs occurring within a four hour period of a call-back will not attract
any additional payment. An employee working on a call-back will be paid the
appropriate overtime rate from the time the employee departs for work.

(c) Except in the case of unforeseen circumstances arising, the employee will not
be required to work the full four hours if the job that the employee was recalled
to perform is completed within a shorter period. This clause will not apply in
cases where the call-back is continuous subject to a reasonable meal break with
the commencement of ordinary hours.

26.6 On call

(a) An employee directed by the employer to be available for duty outside of the
employee's ordinary working hours will be on call. An employee on call must
be able to be contacted and immediately respond to a request to attend work.

(b) On call allowance

Where an employee is on call, the employee will be paid an on call allowance
each day equivalent to:

(i) 150% of the standard rate if required to be on call on a weekday;

(ii) 200% of the standard rate if required to be on call on a Saturday; or

(iii) 250% of the standard rate if required to be on call on a Sunday or public
      holiday.

(c) Call out

An employee who is on call and in receipt of an on call allowance will be paid
at the appropriate overtime rate for time worked on a call out. Actual time
worked will be deemed to apply from the time the employee leaves home.

(d) Remote response

An employee who is in receipt of an on call allowance and available to
immediately:

(i) respond to phone calls or messages;

(ii) provide advice ('phone fixes');

(iii) arrange call out/rosters of other employees; and

(iv) remotely monitor and/or address issues by remote telephone and/or
     computer access,

will be paid the applicable overtime rate for the time actually taken in dealing
with each particular matter.
Water Industry Award 2010

(e) An employee remotely responding may be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

Part 6—Leave and Public Holidays

27. Annual leave

[Varied by PR.567253]

27.1 Annual leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.

27.2 Shiftworkers for the purposes of the NES

[27.2 substituted by PR.567253 ppc 27May15]

For the purpose of s.87(1)(b) of the Act, a shiftworker is an employee:

(a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and

(b) who is regularly rostered to work on Sundays and public holidays.

27.3 Annual leave loading

(a) The employee will be paid an annual leave loading of 17.5% calculated on the employee’s base rate of pay in addition to payment for annual leave.

(b) Annual leave loading will, at the discretion of the employer, be paid in any of the following ways:

(i) on the anniversary date of employment;

(ii) on the same date each year as determined by the employer; or

(iii) when taking annual leave.

27.4 Requirement to take annual leave—excessive accrual and annual close-down

An employer may require an employee to take annual leave by giving at least four weeks’ notice in the following circumstances:

(a) as part of a close-down of its operations; or

(b) where more than eight weeks’ leave is accrued provided that the employee retains a balance of at least eight weeks.

27.5 Leave in advance

(a) An employee may agree with their employer to take annual leave in advance of an entitlement accruing under the NES.
Water Industry Award 2010

(b) The employer may deduct from the employee's termination payments, leave taken in advance where the entitlement to that leave has not accrued as at the date of termination.

28. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

29. Parental leave

Parental leave is provided for in the NES.

30. Community service leave

Community service leave is provided for in the NES.

31. Public holidays

31.1 Public holidays are provided for in the NES.

31.2 Notwithstanding any other provision in this award, where an employee is required to work on a public holiday they will be paid at the rate of double time and a half for the actual hours worked.

31.3 An employer and employee may agree to substitute a public holiday as provided by the NES with an alternative day.

31.4 When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee will be paid a day’s pay at ordinary rates in addition to the ordinary week’s pay. The employer may instead of making such additional payment, grant a day’s leave for each such holiday which may be taken at such time as is agreed between the employer and the employee.
Schedule A—Transitional Provisions

[Varied by PR293567]

A.1 General

A.1.1 The provisions of this schedule deal with minimum obligations only.

A.1.2 The provisions of this schedule are to be applied:

   (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;

   (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;

   (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or

   (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

   (a) was obliged,

   (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged,

   (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

A.2.2 In this clause minimum wage includes:

   (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

   (b) a piecework rate; and

   (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.
A.2.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

First full pay period on or after
1 July 2010 80%
1 July 2011 60%
1 July 2012 40%
1 July 2013 20%

A.2.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.3 Minimum wages – existing minimum wage higher

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

A.3.2 In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.
Water Industry Award 2010

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

First full pay period on or after
1 July 2010 80%
1 July 2011 60%
1 July 2012 40%
1 July 2013 20%

A.3.6 The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.4 Loadings and penalty rates

For the purposes of this schedule loading or penalty means a:

• casual or part-time loading;
• Saturday, Sunday, public holiday, evening or other penalty;
• shift allowance/penalty.

A.5 Loadings and penalty rates – existing loading or penalty rate lower

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,
(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.
Water Industry Award 2010

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.6 Loadings and penalty rates – existing loading or penalty rate higher

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

A.6.3 The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

A.6.4 From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

<table>
<thead>
<tr>
<th>Date</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 July 2010</td>
<td>80%</td>
</tr>
<tr>
<td>1 July 2011</td>
<td>60%</td>
</tr>
<tr>
<td>1 July 2012</td>
<td>40%</td>
</tr>
<tr>
<td>1 July 2013</td>
<td>20%</td>
</tr>
</tbody>
</table>

A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.
Water Industry Award 2010

A.7 Loadings and penalty rates – no existing loading or penalty rate

A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

First full pay period on or after 1 July 2010
1 July 2010 20%
1 July 2011 40%
1 July 2012 60%
1 July 2013 80%

A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

A.8 Former Division 2B employers

[A.8 inserted by PR302667 ppc 01Jan11]

A.8.1 This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

A.8.2 All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.

A.8.3 Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.

A.8.4 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.

A.8.5 Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.

A.8.6 In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.
Schedule B—Classifications

This award structure consists of skill-based classifications defined according to the following skill descriptors. Various positions may also require employees to hold and maintain appropriate licences, certificates and/or tickets for the operation of machinery, plant and/or tools.

B.1 Level 1

Level 1 covers entry level for operational employees with minimal experience and qualifications.

B.1.1 Authority and accountability: Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.

B.1.2 Judgment and problem solving: Judgment is minimal and work activities include routine and clearly defined work which is co-ordinated by other employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.

B.1.3 Specialist knowledge and skills: Job specific knowledge and skill are obtained through on-the-job training and workplace-based induction training.

B.1.4 Management skills: Not required at this level.

B.1.5 Interpersonal skills: Limited to basic communications with other staff and possibly with the public.

B.1.6 Qualifications and experience: An employee in this level will have commenced on-the-job training, which may include an induction course.

B.2 Level 2

Level 2 covers operational employees undertaking duties and responsibilities in excess of Level 1 with relevant water industry or equivalent experience.

B.2.1 Authority and accountability: Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.

B.2.2 Judgment and problem solving: Judgment is limited to the tasks to be performed and 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 tasks.

B.2.3 Specialist knowledge and skills: Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses.

B.2.4 Management skills: Not required at this level.

B.2.5 Interpersonal skills: Limited to basic communications with other staff and possibly with the public.
B.2.6 Qualifications and experience: Completion of Year 10 and/or an appropriate labour market program or similar work/skills.

B.3 Level 3

Level 3 covers operational employees undertaking duties and responsibilities in excess of Level 2 and entry level administrative employees.

B.3.1 Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.

B.3.2 Judgment and problem solving: Personal judgment is required to follow pre-determined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.

B.3.3 Specialist knowledge and skills: Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.

B.3.4 Management skills: Not required at this level.

B.3.5 Interpersonal skills: Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters.

B.3.6 Qualifications and experience: Qualifications or relevant experience in accordance with the requirements of work in this level, which may be acquired through a Certificate II or a non-trades Certificate III, however described.

B.4 Level 4

Level 4 covers operational and administrative employees undertaking duties and responsibilities in excess of Level 3 and is the entry level for technical and trades employees.

B.4.1 Authority and accountability: Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels. Responsible for leading employees in operational duties or the application of trades, administrative or technical skills.

B.4.2 Judgment and problem solving: The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.

B.4.3 Specialist knowledge and skills: Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.
B.4.4 Management skills: Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the ‘work face’.

B.4.5 Interpersonal skills: Employees at this level require effective communication skills to enable them to communicate with clients, other employees and members of the public and in the resolution of routine and usual matters.

B.4.6 Qualifications and experience: Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through:

(a) trade certificate or equivalent;

(b) completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or

(c) knowledge and skills gained through on-the-job training.

B.5 Level 5

Level 5 covers technical, administrative and trades employees undertaking duties and responsibilities in excess of Level 4.

B.5.1 Authority and accountability: The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised employees or groups of employees.

B.5.2 Judgment and problem solving: Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.

B.5.3 Specialist knowledge and skills: Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.

B.5.4 Management skills: Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the ‘work face’.

B.5.5 Interpersonal skills: Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.

B.5.6 Qualifications and experience: Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include:

(a) post-trade certificate and/or other post-secondary qualification below diploma or degree; or
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(b) extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.

B.6 Level 6

Level 6 covers administrative, technical or trades employees undertaking duties and responsibilities in excess of Level 5.

B.6.1 Authority and accountability: May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.

B.6.2 Judgment and problem solving: Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.

B.6.3 Specialist knowledge and skills: Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

B.6.4 Management skills: May provide higher level supervision of groups of operational, administrative, trades or technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.

B.6.5 Interpersonal skills: Skills to communicate with employees in lower levels and the public. Employees in this level are expected to write detailed and non-standard reports and correspondences in their field of expertise.

B.6.6 Qualifications and experience: Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:

(a) diploma or advanced diploma; or
(b) appropriate in-house training or equivalent.

B.7 Level 7

Level 7 covers specialist technical employees undertaking duties in excess of Level 6; and is the entry level for graduate professional employees.

B.7.1 Authority and accountability: Provides professional and/or specialist technical services to complete assignments or projects in consultation with other employees. May work with a team of employees requiring the review and approval of more complex elements of the work.

B.7.2 Judgment and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations.
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Precedent is available from the employer's internal sources, and assistance is usually available from other professional and/or specialist technical employees in the work area.

B.7.3 Specialist knowledge and skills: Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.

B.7.4 Management skills: Technical and administrative employees at this level may manage minor projects involving employees in lower levels and other resources. Graduate professional employees at this level are not expected to perform such management functions.

B.7.5 Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.

B.7.6 Qualifications and experience: Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience.

B.8 Level 8

Level 8 covers professionals/specialists positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the employer.

B.8.1 Authority and accountability: Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

B.8.2 Judgment and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision-making requires analysis of data to reach decisions and/or determine progress.

B.8.3 Specialist knowledge and skills: Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.

B.8.4 Management skills: Technical employees at this level may manage more complex projects involving people and other resources. Professional employees at this level may manage minor projects involving employees in lower levels and other resources.

B.8.5 Interpersonal skills: Interpersonal skills in leading and motivating employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

B.8.6 Qualifications and experience: Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job.
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B.9 Level 9

Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a management function. Level 9 also covers experienced professionals.

B.9.1 Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position’s influence would have an important role in the overall performance of the function.

B.9.2 Judgment and problem solving: Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the employer in the resolution of problems.

B.9.3 Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

B.9.4 Management skills: Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.

B.9.5 Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the employer and to liaise with external bodies.

B.9.6 Qualifications and experience: Employees will have a relevant degree or equivalent with extensive practical experience.

B.10 Level 10

Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives. This level includes senior managers who report to senior executive officers.

B.10.1 Authority and accountability: Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.

B.10.2 Judgment and problem solving: Resolution of problems, which requires analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
B.10.3 Specialist knowledge and skills: Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.

B.10.4 Management skills: Application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.

B.10.5 Interpersonal skills: Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.

B.10.6 Qualifications and experience: Employees require a relevant degree or equivalent and management experience.
Schedule C—School-based Apprentices

[Varyed by PR543319]

C.1 This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

C.2 A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.

C.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

C.4 For the purposes of clause C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

C.5 A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

C.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

C.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

[C.8 substituted by PR543319 ppc 01Jan14]

C.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression if provided for in this award.

[C.9 substituted by PR543319 ppc 01Jan14]

C.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

[C.10 substituted by PR543319 ppc 01Jan14]

C.10 If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

C.11 School-based apprentices are entitled pro rata to all of the other conditions in this award.
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Schedule D—Supported Wage System

[Varied by PR598748, PR510670, PR525668, PR537893, PR541233, PR551831, PR568050]

D.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

[D.2 varied by PR568050 ppc 01 Jul 15]

D.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of
an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be
employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security
Act 1991 (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a
disability, as documented in the Supported Wage System Handbook. The Handbook
is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

D.3 Eligibility criteria

D.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a
disability support pension.

D.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
D.4  Supported wage rates

D.4.1  Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<table>
<thead>
<tr>
<th>Assessed capacity (clause D.5)</th>
<th>Relevant minimum wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>20</td>
<td>20</td>
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<td>30</td>
<td>30</td>
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<tr>
<td>80</td>
<td>80</td>
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<tr>
<td>90</td>
<td>90</td>
</tr>
</tbody>
</table>

[D.4.2 varied by PR998748, PR510470, PR525988, PR357892, PR551831, PR988050 ppc 01Jul15]

D.4.2  Provided that the minimum amount payable must be not less than $81 per week.

D.4.3  Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

D.5  Assessment of capacity

D.5.1  For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

D.5.2  All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

D.6  Lodgement of SWS wage assessment agreement

[D.6.1 varied by PR542233 ppc 04Dec13]

D.6.1  All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

[D.6.2 varied by PR542233 ppc 04Dec13]

D.6.2  All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the...
award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

D.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

D.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

D.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

D.10 Trial period

D.10.1 In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

D.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[D 10.3 varied by PR998748, PR510670, PR523068, PR537893, PR551831, PR568050 ppc 01/jul15]

D.10.3 The minimum amount payable to the employee during the trial period must be no less than $81 per week.

D.10.4 Work trials should include induction or training as appropriate to the job being trialled.

D.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.
Schedule E—National Training Wage

[Varied by PR998013, PR509144, PR523975, PR536778, PR545787, PR551701, PR566793]

E.1 Title

This is the National Training Wage Schedule.

E.2 Definitions

In this schedule:

- **adult trainee** is a trainee who would qualify for the highest minimum wage in a wage level.
- **approved training** means the training specified in the training contract.
- **Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training.
- **out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:
  - (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
  - (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
  - (c) not include any period during a calendar year in which a year of schooling is completed.
- **relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation.
- **re relevant State or Territory vocational education and training legislation** means the following or any successor legislation:
  - **Australian Capital Territory**: Training and Tertiary Education Act 2003;
  - **New South Wales**: Apprenticeship and Traineeship Act 2001;
  - **Northern Territory**: Northern Territory Employment and Training Act 1991;
  - **Queensland**: Vocational Education, Training and Employment Act 2000;
  - **South Australia**: Training and Skills Development Act 2008;
  - **Tasmania**: Vocational Education and Training Act 1994;
  - **Victoria**: Education and Training Reform Act 2006; or
  - **Western Australia**: Vocational Education and Training Act 1996.
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trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

E.3 Coverage

E.3.1 Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix E1 to this schedule or by clause E.5.4 of this schedule.

E.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix E1 to this schedule.

E.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

E.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

E.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

E.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

E.4 Types of Traineeship

The following types of traineeship are available under this schedule:

E.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

E.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.
E.5 Minimum Wages

[E.5 substituted by PR980013, PR309144, PR522975, PR536778, PR551701, PR566793 ppc 01Jul15]

E.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix E1 are:

<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10 per week</th>
<th>Year 11 per week</th>
<th>Year 12 per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>School leaver</td>
<td>295.10</td>
<td>325.00</td>
<td>387.20</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>325.00</td>
<td>387.20</td>
<td>450.60</td>
</tr>
<tr>
<td>Plus 2 years out of school</td>
<td>387.20</td>
<td>450.60</td>
<td>524.40</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>450.60</td>
<td>524.40</td>
<td>600.40</td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td>524.40</td>
<td>600.40</td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more years out of school</td>
<td>600.40</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(b) Wage Level B

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix E1 are:

<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10 per week</th>
<th>Year 11 per week</th>
<th>Year 12 per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>School leaver</td>
<td>295.10</td>
<td>325.00</td>
<td>376.80</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>325.00</td>
<td>376.80</td>
<td>433.40</td>
</tr>
<tr>
<td>Plus 2 years out of school</td>
<td>376.80</td>
<td>433.40</td>
<td>508.20</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>433.40</td>
<td>508.20</td>
<td>579.70</td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td>508.20</td>
<td>579.70</td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more years out of school</td>
<td>579.70</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(c) Wage Level C

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix E1 are:
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<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10 per week</th>
<th>Year 11 per week</th>
<th>Year 12 per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>School leaver</td>
<td>$295.10</td>
<td>$325.00</td>
<td>$376.80</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>$325.00</td>
<td>$376.80</td>
<td>$424.10</td>
</tr>
<tr>
<td>Plus 2 years out of school</td>
<td>$376.80</td>
<td>$424.10</td>
<td>$473.80</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>$424.10</td>
<td>$473.80</td>
<td>$527.90</td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td>$473.80</td>
<td>$527.90</td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more years out of school</td>
<td></td>
<td></td>
<td>$527.90</td>
</tr>
</tbody>
</table>

(d) AQF Certificate Level IV traineeships

(i) Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clause E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<table>
<thead>
<tr>
<th>Wage level</th>
<th>First year of traineeship</th>
<th>Second and subsequent years of traineeship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>per week</td>
<td>per week</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Wage Level A</td>
<td>623.50</td>
<td>647.70</td>
</tr>
<tr>
<td>Wage Level B</td>
<td>601.60</td>
<td>624.70</td>
</tr>
<tr>
<td>Wage Level C</td>
<td>547.50</td>
<td>568.20</td>
</tr>
</tbody>
</table>

E.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses E.5.2(i) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix E1 are:

<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10 per hour</th>
<th>Year 11 per hour</th>
<th>Year 12 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>School leaver</td>
<td>$9.71</td>
<td>$10.70</td>
<td>$12.74</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>$10.70</td>
<td>$12.74</td>
<td>$14.83</td>
</tr>
</tbody>
</table>
Water Industry Award 2010

<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10 per hour</th>
<th>Year 11 per hour</th>
<th>Year 12 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plus 2 years out of school</td>
<td>$12.74</td>
<td>$14.83</td>
<td>$17.25</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>$14.83</td>
<td>$17.25</td>
<td>$19.74</td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td>$17.25</td>
<td>$19.74</td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more years out of school</td>
<td>$19.74</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(b) Wage Level B

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix E1 are:

<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10 per hour</th>
<th>Year 11 per hour</th>
<th>Year 12 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>School leaver</td>
<td>$9.71</td>
<td>$10.70</td>
<td>$12.40</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>$10.70</td>
<td>$12.40</td>
<td>$14.26</td>
</tr>
<tr>
<td>Plus 2 years out of school</td>
<td>$12.40</td>
<td>$14.26</td>
<td>$16.73</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>$14.26</td>
<td>$16.73</td>
<td>$19.08</td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td>$16.73</td>
<td>$19.08</td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more years out of school</td>
<td>$19.08</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(c) Wage Level C

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix E1 are:

<table>
<thead>
<tr>
<th>Highest year of schooling completed</th>
<th>Year 10 per hour</th>
<th>Year 11 per hour</th>
<th>Year 12 per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>School leaver</td>
<td>$9.71</td>
<td>$10.70</td>
<td>$12.40</td>
</tr>
<tr>
<td>Plus 1 year out of school</td>
<td>$10.70</td>
<td>$12.40</td>
<td>$13.95</td>
</tr>
<tr>
<td>Plus 2 years out of school</td>
<td>$12.40</td>
<td>$13.95</td>
<td>$15.58</td>
</tr>
<tr>
<td>Plus 3 years out of school</td>
<td>$13.95</td>
<td>$15.58</td>
<td>$17.36</td>
</tr>
<tr>
<td>Plus 4 years out of school</td>
<td>$15.58</td>
<td>$17.36</td>
<td></td>
</tr>
<tr>
<td>Plus 5 or more years out of school</td>
<td>$17.36</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Water Industry Award 2010

(d) School-based traineeships

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix E1 are as follows when the trainee works ordinary hours:

<table>
<thead>
<tr>
<th>Year of schooling</th>
<th>Year 11 or lower</th>
<th>Year 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>per hour</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>$</td>
<td>9.71</td>
<td>10.70</td>
</tr>
</tbody>
</table>

(e) AQF Certificate Level IV traineeships

(f) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<table>
<thead>
<tr>
<th>Wage level</th>
<th>First year of traineeship per hour</th>
<th>Second and subsequent years of traineeship per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Wage Level A</td>
<td>20.51</td>
<td>21.31</td>
</tr>
<tr>
<td>Wage Level B</td>
<td>19.77</td>
<td>20.54</td>
</tr>
<tr>
<td>Wage Level C</td>
<td>18.01</td>
<td>18.70</td>
</tr>
</tbody>
</table>

(f) Calculating the actual minimum wage

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

(ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.

(iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant
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minimum wage in clauses E.5.2(a)-(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

E.5.3 Other minimum wage provisions

(a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.

(b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

E.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix E1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

E.6 Employment conditions

E.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

E.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

E.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions.

[Note inserted by PP545787 ppc 01Jan14]

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause E.5.2(f)(ii) and not by this clause.

E.6.4 Subject to clause E.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.
Appendix E1: Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

<table>
<thead>
<tr>
<th>Training package</th>
<th>AQF certificate level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aeroskills</td>
<td>II</td>
</tr>
<tr>
<td>Aviation</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Beauty</td>
<td>III</td>
</tr>
<tr>
<td>Business Services</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Chemical, Hydrocarbons and Refining</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Civil Construction</td>
<td>III</td>
</tr>
<tr>
<td>Coal Training Package</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Community Services</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Construction, Plumbing and Services</td>
<td>I</td>
</tr>
<tr>
<td>Integrated Framework</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Correctional Services</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Drilling</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Electricity Supply Industry—Generation Sector</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III (in Western Australia only)</td>
</tr>
<tr>
<td>Electricity Supply Industry—Transmission, Distribution and Rail Sector</td>
<td>II</td>
</tr>
<tr>
<td>Electrotechnology</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III (in Western Australia only)</td>
</tr>
<tr>
<td>Financial Services</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Floristry</td>
<td>III</td>
</tr>
<tr>
<td>Food Processing Industry</td>
<td>III</td>
</tr>
</tbody>
</table>
## Water Industry Award 2010

<table>
<thead>
<tr>
<th>Training package</th>
<th>AQF certificate level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gas Industry</td>
<td>III</td>
</tr>
<tr>
<td>Information and Communications Technology</td>
<td>I</td>
</tr>
<tr>
<td>Laboratory Operations</td>
<td>II</td>
</tr>
<tr>
<td>Local Government (other than Operational Works Cert I and II)</td>
<td>II</td>
</tr>
<tr>
<td>Manufactured Mineral Products</td>
<td>III</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>I</td>
</tr>
<tr>
<td>Maritime</td>
<td>II</td>
</tr>
<tr>
<td>Metal and Engineering (Technical)</td>
<td>III</td>
</tr>
<tr>
<td>Metalliferous Mining</td>
<td>II</td>
</tr>
<tr>
<td>Museum, Library and Library/Information Services</td>
<td>III</td>
</tr>
<tr>
<td>Plastics, Rubber and Cablemaking</td>
<td>III</td>
</tr>
<tr>
<td>Public Safety</td>
<td>II</td>
</tr>
<tr>
<td>Public Sector</td>
<td>III</td>
</tr>
<tr>
<td>Pulp and Paper Manufacturing Industries</td>
<td>III</td>
</tr>
<tr>
<td>Retail Services (including wholesale and Community pharmacy)</td>
<td>III</td>
</tr>
<tr>
<td>Telecommunications</td>
<td>II</td>
</tr>
<tr>
<td>Textiles, Clothing and Footwear</td>
<td>III</td>
</tr>
<tr>
<td>Tourism, Hospitality and Events</td>
<td>I</td>
</tr>
<tr>
<td>Training and Assessment</td>
<td>III</td>
</tr>
<tr>
<td>Transport and Distribution</td>
<td>III</td>
</tr>
<tr>
<td>Water Industry (Utilities)</td>
<td>III</td>
</tr>
</tbody>
</table>
### E1.2 Wage Level B

<table>
<thead>
<tr>
<th>Training package</th>
<th>AQF certificate level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Care and Management</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Asset Maintenance</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Australian Meat Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Automotive Industry Manufacturing</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Automotive Industry Retail, Service and Repair</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Beauty</td>
<td>II</td>
</tr>
<tr>
<td>Caravan Industry</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Civil Construction</td>
<td>I</td>
</tr>
<tr>
<td>Community Recreation Industry</td>
<td>III</td>
</tr>
<tr>
<td>Entertainment</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Extractive Industries</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Fitness Industry</td>
<td>III</td>
</tr>
<tr>
<td>Floristry</td>
<td>II</td>
</tr>
<tr>
<td>Food Processing Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td>Forest and Forest Products Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Furnishing</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Gas Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td>Health</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Local Government (Operational Works)</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td>Training package</td>
<td>AQF certificate level</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Manufactured Mineral Products</td>
<td>I</td>
</tr>
<tr>
<td>Metal and Engineering (Production)</td>
<td>II</td>
</tr>
<tr>
<td>Outdoor Recreation Industry</td>
<td>III</td>
</tr>
<tr>
<td>Plastics, Rubber and Cablemaking</td>
<td>II</td>
</tr>
<tr>
<td>Printing and Graphic Arts</td>
<td>III</td>
</tr>
<tr>
<td>Property Services</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Public Safety</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td>Pulp and Paper Manufacturing Industries</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td>Retail Services</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td>Screen and Media</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Sport Industry</td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Sugar Milling</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Textiles, Clothing and Footwear</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td>Transport and Logistics</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td>Visual Arts, Craft and Design</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Water Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
</tbody>
</table>
### E1.3 Wage Level C

<table>
<thead>
<tr>
<th>Training package</th>
<th>AQF certificate level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agri-Food</td>
<td>I</td>
</tr>
<tr>
<td>Amenity Horticulture</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Conservation and Land Management</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Funeral Services</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Music</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Racing Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Rural Production</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
<tr>
<td>Seafood Industry</td>
<td>I</td>
</tr>
<tr>
<td></td>
<td>II</td>
</tr>
<tr>
<td></td>
<td>III</td>
</tr>
</tbody>
</table>
Schedule F—2014 Part-day Public Holidays

[Sched F inserted by PR533631 ppc 23Nov12; renamed and varied by PR545519 ppc 21Nov13; renamed and varied by PR557561 ppc 12Nov14]

This schedule operates in conjunction with award provisions dealing with public holidays.

F.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2014) or New Year’s Eve (31 December 2014) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

(b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

(c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

(d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

(e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

(f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.

(g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.
Water Industry Award 2010

(b) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.
22 January 2019

Fair Work Commission
GPO Box 1994
MELBOURNE GPO PRIVATE BOX VIC 3001

FWC Matter No: AG2018/5662

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/5662

Applicant:

Goulburn Valley Region Water Corporation

Section 185 – Application for approval of a single enterprise agreement

**Undertaking - Section 190**

I, Peter Quinn, Managing Director for Goulburn Valley Region Water Corporation (The Corporation) give the following undertakings with respect to the Goulburn Valley Water Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by The Corporation to provide this undertaking in relation to the application before the Fair Work Commission.

2. That the provisions of Clause 42 of the Agreement will not impede the rights of employees, the Corporation and permit holders contained in Divisions 1 & 2 of Part 3-4 of the Fair Work Act 2009.

3. That Clause 28.6 of the Agreement will be read as being for the purposes of the National Employment Standards.

4. That Apprentices will be entitled to notice of termination as per the provisions of Clause 13.1 of the Agreement.

5. That Clause 22.3 of the Agreement be read as follows:

"Except as otherwise provided, all approved overtime worked in excess of or outside ordinary hours of work shall be paid for at the following rates:
• Monday to Saturday noon inclusive: one and a half times the base salary for the first two hours and then at twice the base salary of pay thereafter
• After noon Saturday and all of Sunday: twice the base salary."

6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

[Signature]

Peter Quinn
MANAGING DIRECTOR