



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Wannon Region Water Corporation T/A Wannon Water**  
(AG2020/3686)

## **WANNON WATER ENTERPRISE AGREEMENT 2020**

Water, sewerage and drainage services

COMMISSIONER LEE

MELBOURNE, 24 DECEMBER 2020

*Application for approval of the Wannon Water Enterprise Agreement 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Wannon Water Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Wannon Region Water Corporation T/A Wannon 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. The undertakings are taken to be a term of 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 and The Association of Professional Engineers, Scientists and Managers, Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] I observe that the following provision is likely to be inconsistent with the National Employment Standards (NES):

- Clause 50 - Compassionate Leave.

However, noting the undertaking given by the employer, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 31 December 2020. The nominal expiry date of the Agreement is 30 September 2024.



COMMISSIONER

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## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2020/3686

Applicant:  
Wannon Water

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Andrew Jeffers, Managing Director have the authority given to me by Wannon Water to give the following undertakings with respect to the Wannon Water Enterprise Agreement 2020 ("the Agreement"):

1. That after the last paragraph in Clause 2 (Agreement Particulars) the following will be read to be inserted:  
  
*"This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency."*
2. That the minimum entry point for Administrative/Technical/Professional employees will be band 3.
3. That no employees will be engaged as per the Night Shift provisions of Clause 35. For the avoidance of doubt, an employee who is rostered to work outside the ordinary spread of hours of Monday to Friday, 6.00am to 6.00pm, will be entitled to standard penalty rates.
4. That the first paragraph of Clause 35 (Span of Hours) will be read as follows:  
  
*"The ordinary hours of work shall be 38 hours per week to be worked between 6am and 6pm Monday to Friday inclusive. An employee may work up to a maximum of 10 ordinary hours on any day (excluding unpaid meal breaks). Employee's rostered days off are specified in Clause 36. Wannon Water may vary these times within the span of hours for operational requirements, subject to consultation occurring prior to the change."*
5. That the following be read to be inserted before the first paragraph in Clause 27.4 (Engagement of Casual Employees):  
  
*"A casual employee will be entitled to a minimum payment of two hours for any shift."*

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Signature

22 December 2020

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Date

**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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**Date: September 2020**

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## AGREEMENT

**1 Definitions**

In this Agreement unless the text and subject matter dictates otherwise:

- a) "The Agreement" shall mean the Wannon Water Enterprise Agreement 2020.
- b) "The Act" shall mean the Fair Work Act 2009.
- c) "Ordinary Pay" shall mean the employee's normal annual salary for ordinary hours worked, excluding any allowances (except the Industry Allowance where applicable), overtime penalties or premiums.
- d) "Employee" shall mean employees of Wannon Water covered by this Agreement.
- e) "Employer" shall mean Wannon Water or its successor.
- f) "Employee Representative" or Bargaining Representative as prescribed under s.176 of the Fair Work Act may be:
  - an employee of Wannon Water on the nomination of employees
  - a union official where there are union members in the workplace
  - any other person legitimately able to represent employees on the nomination of employees
- g) "External Operational/Maintenance Services Employees" shall mean an employee whose classification is defined by Bands 1 to 5 of Schedule C of this agreement.
- h) "Administrative/Technical/Professional Employees" shall mean an employee whose classification is defined by Bands 3 to 8 of Schedule C of this agreement.
- i) "Senior Manager" shall mean an employee whose duties and responsibilities exceed those specified in the definitions for Bands 1 to 8 in Schedule C - Classification definitions.
- j) "PEERP" means the Public Entity Executive Remuneration Policy
- k) "Superannuation Guarantee Rate" means the minimum rate of employer superannuation contributions required under Commonwealth Superannuation Guarantee law.
- l) Wannon Water means Wannon Region Water Corporation.
- m) "A Duly Qualified Medical Practitioner" means a General Practitioner, Specialist, Psychiatrist, Psychologist, Dentist, Physiotherapist, Osteopath, Chiropractor and Chinese Medicine Practitioner.
- n) "Mandatory Training or Meetings" shall mean:
  - Training that is legislatively required and not optional
  - Meetings where employee attendance is directed by management and is not optional
- o) "Purchased Leave Model of Employment" means 48/52, 49/52, 50/52, 51/52 week employment cycle.
- p) "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, means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic

basis (whether the employee and the person are of the same sex or different sexes); 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.

- q) 'Child' means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

"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 the partner of that person on a bona fide domestic basis although not legally married to that person.

- r) Parental Leave Definitions

"Primary Carer" means the person who is the primary carer of a newborn or newly adopted child, who attends to the child's physical and emotional needs for longer periods than anyone else. Only one person can be a Child's Primary Carer on a particular day. In most cases the primary carer will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

"Secondary Carer" means a person who has parental responsibilities for the child but is not the Primary Carer.

- s) "Shift worker"

For the purpose of the National Employment Standards, a shift worker 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 7 days of the week, and
- (b) Who is regularly rostered to work on Sundays and public holidays.

## 2 Agreement Particulars

This agreement may be referred to as the 'Wannon Water Enterprise Agreement 2020', and made in accordance with section 172(2) of the Fair Work Act 2009.

This Agreement shall come into operation seven (7) days after the approval by Fair Work Commission and will have a nominal expiry date of 30 September, 2024. The first wage increase of 2% under this agreement will apply from 12 October 2020, and will be paid out at or after the agreement commences operation. This agreement operates to the exclusion of the Water Industry Award 2020.

Wannon Region Water Corporation trades as Wannon Water and will be referred to as Wannon Water or 'the employer' throughout this agreement.

## 3 Coverage

This Agreement covers the following parties:

- All employees of Wannon Water with the exception of Management employees on PEERP contracts.

In accordance with section 183(1) of the Fair Work Act, the agreement will also cover:

- The Australian Municipal, Administrative, Clerical and Services Union (ASU); and
- Professionals Australia (PA)

provided that Fair Work Commission notes in its decision to approve the Agreement, that it covers the Union(s).

## 4 Aims of this Agreement

This Agreement has been developed by Wannon Water and its employees in a spirit of trust and goodwill, to further the aims of Wannon Water and the employment interests of employees.

The Parties acknowledge that significant change may take place in the organisation during the term of

this Agreement.

The Parties to this Agreement are committed to working constructively together to achieve the aims and to observe the spirit of the Agreement.

The principal aims of this Agreement are to:

- Provide a mechanism to achieve further improvements in productivity, efficiency and effectiveness through ongoing change; and
- Facilitate a consultative process which optimises the participation of all employees.

## **5 No Extra Claims**

The Parties undertake for the life of this Agreement that there shall be no further claims sought or granted, including wage increases, except for those granted under the terms of this Agreement,

This Agreement shall not operate to cause any employees to suffer a reduction in ordinary time earnings.

## **6 Employee Consultative Committee**

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

An Employee Consultative Committee will be maintained to facilitate positive consultation and honest and open communication. The Employee Consultative Committee will have employee representatives and at the discretion of Wannon Water up to an equal number of management representatives.

The role of the Employee Consultative Committee is to:

- Review and monitor the operation and implementation of this Agreement;
- Consider and assist in the resolution of any interpretive 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
- Appoint a chairperson and deputy chairperson of the Committee.

Employee Consultative Committee employee representative appointment terms will be for no more than three years, however all employee representative terms will expire one year from the end of this Agreement. The appointment process will be via a nomination process and where more than one nomination is received, an election will determine the result.

The employee representative role is to:

- Represent the views and opinions of those people they represents 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 items recorded in the Minutes to the workgroups they represent.

The employee representative position will be made vacant where:

- Their employment with Wannon Water ends; or
- They consistently fail to attend meetings; or
- They fail to meet the minimum requirements of Wannon 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 meetings; and
- Agenda will be issued one week prior to meetings.

## 7 Implementation of Change

Where the employer has made a decision to introduce change in production, program, organisation, structure, or technology that are likely to have significant effects on employees, the employer must notify employees who may be affected by the proposed changes and their nominated representative who may be a union official.

Employees may appoint a representative (who may be a Union) for the purposes of the procedures set out in this clause.

If a relevant employee appoints, or a group of relevant employees appoint, a representative for the purpose of consultation, and the relevant employee or relevant employees advises the employer of the identity of their representative, the employer must recognise the representative.

As soon as practicable after making its decision, the employer must:

- a) Discuss with the relevant employees and any other representative nominated by the employees:
  - the introduction of the change; and
  - the effect the change is likely to have on the employees; and
  - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) For the purposes of the discussion—provide, in writing, to the relevant employees and any other representatives nominated by a relevant employee:
  - all relevant information about the change including the nature of the change proposed; and
  - information about the expected effects of the change on the employees; and
  - any other matters likely to affect the employees.
- c) The employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- d) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Wannon Water, the following requirements of this clause are taken not to apply:
  - The requirement for the employer to notify relevant employees of the decision to introduce major change; and
  - The right of relevant employees to appoint a representative for the purposes of procedure in this clause; and
  - The requirement of the employer to recognise a representative appointed by a relevant employee or relevant employees for the purposes of consultation; and
  - The requirement of the employer as soon as practicable after making its decision to discuss with the relevant employees:
    - the introduction of the change; and
    - the effect the change is likely to have on the employees; and
    - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - The requirement of the employer for the purpose of the discussion to provide, in writing, to the relevant employees:
    - all information about the change including the nature of the change proposed; and
    - information about the expected effects of the change on the employees; and
    - any other matters likely to affect the employees.
- e) In this clause, a major change is likely to have a significant effect on employees if it results in:

- the termination of the employment of employees; or
  - major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - the alteration of hours of work; or
  - the need to retrain employees; or
  - the need to relocate employees to another workplace; or
  - the restructuring of jobs.
- f) For a change where the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees:
- the employer must notify the relevant employees of the proposed change; and
  - the relevant employees may appoint a representative for the purposes of the procedures in this clause.
- g) 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;
- the employer must recognise the representative.
- h) As soon as practicable after proposing to introduce the change to the regular roster or ordinary hours of work, the employer must:
- discuss with the relevant employees the introduction of the change; and
  - 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 what the employer reasonably believes will be the effects of the change on the employees; and
    - information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 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).
- i) However in relation to changes to the regular roster or ordinary hours of work the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- j) The employer must give prompt and genuine consideration to matters raised about the change to the regular roster or ordinary hours of work by the relevant employees.
- k) In this clause relevant employees means the employees who may be affected by a change referred to in this clause.

All parties must act in good faith in relation to the consultation process provided in this clause.

If there are any inconsistencies with obligations set out in this clause, with any other clause in this agreement, this clause will take precedent.

## 8 New Business Systems

The Parties accept that it is Wannon Water's intention to introduce new or expanded business information and technology systems within the timeframe of this Agreement to capture efficiencies.

These systems include (but are not limited to):

- SCADA system;
- Asset Management System;
- Finance and Accounting systems;
- Billing and Revenue systems;
- Customer Experience and Customer Relationship Management systems
- IT Platforms;
- Payroll & Human Resources Management system;
- GIS (Geographical Information Systems);
- Document Management Systems;
- Works Management Systems.

## 9 Inclusion & Diversity

Wannon Water is committed to an inclusive workplace that embraces and promotes diversity and where everyone is treated with respect and feels valued.

Wannon Water and its employees understand that each person is different and that our collective diversity shapes our capability. Research shows a more inclusive and diverse workforce will increase organisational effectiveness, will lift employee satisfaction, motivation and commitment, will enhance productivity and will help achieve corporate objectives.

A diverse workplace that reflects the diversity in our communities helps Wannon Water relate better to our communities and make better business decisions for our communities.

Inclusion and diversity is good for business as well as being right and just.

## 10 Occupational Health & Safety

Management and employees commit to the ongoing development and implementation of the Occupational Health & Safety Management System in support of the continual improvement of safety in the workplace and agree to adhere to safety policies, procedures and instructions including the responsibilities as detailed in the Occupational Health & Safety Management System.

Management and employees shall co-operate positively in respect to obligations pursuant to the Occupational Health & Safety Act 2004, Occupational Health & Safety Regulations 2017 and corporation standards of practice as amended from time to time.

Wannon Water will implement and maintain an Occupational Health & Safety Committee, ensure training of workplace representatives on Occupational Health & Safety Committees and support recommendations of the Occupational Health & Safety committee where appropriate.

## 11 Transition to Retirement

Wannon Water is committed to supporting employees who are planning to retire in the near future. At an employee's request, a documented plan can be implemented for an agreed change to hours and days of duty or where required, transfer to an alternative position or duties subject to availability.

## 12 Volunteering

Wannon Water is committed to supporting employees to engage in volunteer community work.

## 13 Registered Professional Engineer

Wannon Water is committed to ensuring that all professional engineers employed by the business who are providing professional engineering services as described by the *Professional Engineers*



Registration Act 2019, will be registered or be under the direct supervision of a Registered Professional Engineer.

Where professional engineering services accreditation is referenced as a requirement (essential) in the position description for a particular role, Wannon Water will meet the cost of the registration fee for employees.

## 14 Training

Wannon Water and its employees agree that well planned training is important to the success of the organisation. Wannon Water will work with employees to identify areas where the provision of training is required. An annual performance review of each employee will be undertaken by the employee's manager/coordinator in consultation with the employee to identify, plan and implement relevant training and development for the upcoming twelve months.

Wannon Water commits to providing suitable targeted training to equip employees with the necessary skills and competency to undertake their work.

Wannon Water will pay for agreed continuing professional development required in order to maintain qualifications mandatory to the employee's employment.

Employees must commit to make every effort to participate in training provided for them by Wannon Water. Where mandatory training is required for regulatory compliance, the employee must attend. If non-attendance occurs for mandatory training or training where the employee has committed to attend and operational or personal emergency reasons are not the cause of this non-attendance, disciplinary action may occur.

Wannon Water will assist employees through the training process to ensure:

- Currently held skills are assessed and recognised; and
- Employees are offered training to gain nationally recognised qualifications.

### 14.1. Recognition of Certificate III Water Industry Operations Qualifications

Wannon Water will approve an application from a Band 3 External Operational/Maintenance Services Employee to be re-classified to Band 4 where the employee successfully completes and is awarded the Certificate III – Water Industry Operations qualification, providing:

- The employee has completed a minimum of 12 months relevant on the job training with Wannon Water or another water service provider; and
- The qualification is granted by an accredited training provider approved by Wannon Water.

A trainee undertaking and completing Certificate III in Water Industry Operations as part of the traineeship is required to complete a full 12 months of valid work experience after the completion of the traineeship before being eligible for reclassification to Band 4 under this clause.

### 14.2. Workplace Relations Training

Employees including workplace representatives making reasonable requests to attend training in workplace relations, occupational health and safety and dispute resolution, may be granted paid special leave to attend such training.

The employer retains the right to refuse the granting of such leave on reasonable grounds. Leave will not be granted if it unduly affects operational requirements of the employer, or if insufficient notice is provided.

## 15 Attendance to Training/Conferences/Seminars/Meetings

Employees who are required to attend training courses, conferences, seminars or meetings at locations other than their normal work locations shall, where required, travel to such events in their own time.

Where an employee is mandated to attend training or meetings and where travel is required, there is an ability to claim overtime for the time travelled outside of normal start and finish times.



It is important that employees arrive safely and are in a physical condition suitable for participation and learning from the training, conference, seminar or meeting.

With respect to long distance travel (such as to Melbourne) it is reasonable that employees plan for an overnight stay where the event starting time requires the employee to leave home before 7:00am.

Where an overnight stay is preferred the leaving time from the workplace should be timed to ensure that the arrival time at the training, conference, seminar or meeting location is approximately 6:00pm.

## 16 Skills Utilisation

The Parties agree to remove barriers to the range of work that an employee may be required to perform. It is agreed that the employees will:

- Carry out all duties that are within the limits of their skill, competence and training to maximize flexibility and effectiveness in the workplace; and
- Carry out duties and use technology, tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

The allocation of work to employees shall be consistent with Wannon Water's responsibilities to provide a safe and healthy working environment.

Wannon Water may direct an employee to carry out such duties that are within the limits of the employee's skill provided that where an employee is directed to carry out any work within the employee's classification Band or work of a lower Band, such work will be performed without reduction in salary.

## 17 Individual Flexibility Arrangements

The employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement deals with 1 or more of the following matters:
  - remuneration arrangements for Senior Managers.
  - annualised salary arrangements;
  - arrangements about when work is performed, including span of hours;
  - overtime rates;
  - penalty rates;
  - allowances; and
  - leave loading.
- b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a);
- c) the arrangement is genuinely agreed to by the employer and employee; and
- d) The employer must ensure that the terms of the individual flexibility arrangement:
  - are about permitted matters under section 172 of the Fair Work Act 2009; and
  - are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - are as per the Fair Work Act 2009 section 65; and
  - result in the employee being better off overall than the employee would be if no arrangement was made.
- e) The employer must ensure that the individual flexibility arrangement:
  - is in writing; and
  - includes the name of the employer and employee; and

- is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and includes details of:
  - the terms of the enterprise agreement that will be varied by the arrangement; and
  - how the arrangement will vary the effect of the terms; and
  - how the employee will be better off overall in relation to the terms and conditions of the employee's employment as a result of the arrangement; and
  - states the day on which the arrangement commences.
- f) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- g) The employer or employee may terminate the individual flexibility arrangement:
- by giving no less than 28 days written notice to the other party to the arrangement; or
  - if the employer and employee agree in writing — at any time.

## 18 Salary Packaging/Salary Sacrificing

Employees covered by this agreement shall be entitled to participate in Wannon Water's salary packaging/salary sacrificing arrangements subject to compliance with taxation laws and subject to no additional cost to Wannon Water as a result of an employee undertaking a salary packaging/salary sacrificing arrangement. Any fringe benefits tax payable by Wannon Water will reduce the employee's salary.

## 19 Higher Duties

Any employee who is called upon to assume all or some of the duties of an employee on a higher classification band shall be paid at the commencement level of the higher classification band. Higher duties will only be offered in relation to absences of four or more working days. The working days shall be consecutive with regard to weekends and public holidays.

Higher duties will only be paid when the role, responsibility and percentage of role and responsibility of the relieving employee is agreed between the manager and employee and are formally assigned. Payment for higher duties will be applied as follows:

- 100% of role and responsibilities to be undertaken will be paid as 100% higher duties.
- 75% of role and responsibilities to be undertaken will be paid as 75% higher duties.
- 50% of role and responsibilities to be undertaken will be paid as 50% higher duties.
- 25% of role and responsibilities to be undertaken will be paid as 25% higher duties.

Where an employee performs the duties of a position at a higher classification for a period of 3 months or more, all annual and long service leave entitlements will be accrued at a rate applicable to the higher banded position for the remaining period of performing higher duties.

### 19.1 External Operational/Maintenance Services Employees

Where an employee is required to undertake a period of higher duties at a higher classification band, the allowances applicable under their normal (substantive) position classification shall continue to apply.

## 20 Probationary Employment

Wannon Water may, in recruiting new employees, require such employees to normally complete a probationary employment period of a minimum of three (3) months, but not extend beyond six (6) months. During the probationary period a review of the employee's performance will occur and the employee will have an opportunity to respond to any concerns regarding their performance.

At the conclusion of the probationary employment period, the employee's performance will be further reviewed and the employment status clarified.

## 21 Accident Pay

The conditions under which an employee qualifies for accident pay will be as prescribed below.

Wannon Water will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of Wannon Water pursuant to the provisions of the Workplace Injury Rehabilitation and Compensation Act 2013.

Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 and the employee's appropriate 38 hour pay rate or in the case of a part-time employee the pro-rata rate compared to a full time employee or where the incapacity is for a lesser period than one week the difference between the amount of compensation and the pro-rata rate of pay for that period.

Wannon Water will pay or cause to be paid accident pay during the incapacity of the employee arising from any one injury for a total of 26 weeks whether the incapacity is in one continuous period or not.

The liability of Wannon Water to pay accident pay will arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of Wannon Water to pay accident pay.

In the event that the employee receives a lump sum in redemption of weekly payments the liability of Wannon Water to pay accident pay will cease from the date of such redemption.

Notwithstanding the foregoing:

- The liability to pay accident make-up pay to casual or temporary employees or employees who retire, will cease at the expiration of such engagement or 26 weeks whichever is the lesser period; and
- Where an employee had given notice of the employee's intention to retire and is injured prior to the notified date of retirement, the liability to pay accident make-up pay will cease at the date on which the employee was due to retire or 26 weeks whichever is the lesser period.

## 22 Superannuation

### 22.1 All Employees

Wannon Water will pay to all employees, regardless of their age, including employees on paid Wannon Water primary and secondary carer's leave superannuation contributions in accordance with the Superannuation Guarantee (Administration) Act 1993, and related legislation.

Superannuation Guarantee contributions by the employer can be paid into a fund nominated by an employee. The industry fund, Vision Super will be the default fund for Wannon Water.

Employees may salary sacrifice employee contributions to a defined benefits scheme (including the Vision Super Defined Benefits Scheme and the State Superannuation Fund's Revised Scheme and New Scheme) where provided for by the scheme and in accordance with relevant State Government legislation. Employees may also salary sacrifice additional superannuation contributions to the Vision Super Saver accumulation fund, or an alternative fund for existing employees with alternative Superannuation Funds at the commencement of this Agreement.

Salary sacrifice arrangements must be in writing and signed by both Wannon Water and the employee.

Employee's salary sacrificing superannuation contributions will be subject to the Australian Taxation Office concessional contributions cap introduced from 1 July, 2007 and any variations that will apply from time to time. An employee may cease salary sacrifice by giving a minimum of two weeks' notice in writing.

## 22.2 Casual Employees Only

### 22.2.1 Coverage

This sub-clause covers the provision of superannuation for all casual employees, regardless of their age, engaged by the Employer.

#### Employer contribution to superannuation for casuals

Subject to the rules of the Fund, Wannon Water must contribute in respect of each casual employee who has ordinary time earnings of not less than \$450 per month, or as required by legislation, such contributions as are required to comply with the Superannuation Guarantee (Administration) Act 1993 and the Superannuation Guarantee Charge Act 1992, as amended from time to time.

Notwithstanding the requirements in relation to employees earning \$450.00 or more per month, Wannon Water will contribute to the Fund 3% of ordinary time earnings for casual employees who earn not less than \$1200 per annum, provided that:

- The \$1200 per annum is calculated over each financial year;
- Each financial year stands alone; and
- After a casual employee qualifies for Employer contributions, such contributions will be made from the beginning of the current financial year.

## 23 Quantum and Timing

In establishing the remuneration package contained in this agreement, the Parties have adhered to the basic principle that rewards should be made on the basis of improved productivity, performance, skill level and skill use.

Agreement of remuneration payments is designed to foster a climate and commitment to achieving corporate and individual goals and objectives, business targets, and service standards.

As a consequence of the Parties being committed to the achievement of the above objectives, Wannon Water agrees to the following annual increments to the salary rates for employees banded between bands 1 and 8 as per Schedule A and Senior Managers.

### 23.1 Agreement Increases

Employees employed by Wannon Water at or after the date of commencement of this Agreement will receive the following salary increases:

Date of Effect	Percentage Increase
First full pay period on or after 1 October 2020	2.00%
First full pay period on or after 1 October 2021	2.00%
First full pay period on or after 1 October 2022	2.00%
First full pay period on or after 1 October 2023	2.00%

## 24 Allowances

Only the allowances identified in Schedule B apply to employees.

Relevant allowances will not be paid during periods of Accident Compensation Leave where Pre-Injury Average Weekly Earnings are used to calculate weekly payments of Compensation.

All allowances included in Schedule B of this agreement with the exception of Transport Allowance

shall increase by the percentage as determined under Clause 23 Quantum and Timing at the date specified each year for the life of this agreement.

#### **24.1 Standby Allowance**

This clause only applies to External Operational/Maintenance Services employees Bands 1 to 5.

An employee who is required to be on standby whereby they are to be continuously available to be recalled to duty outside the spread of normal hours, shall receive a weekly Standby Allowance equivalent to sixteen (16) hours of ordinary pay per week or part thereof for shorter periods.

Continuously available means that the employee will not go where they cannot be contacted by telephone and be able to respond within 15 minutes, unless otherwise agreed in writing between Wannon Water and the employee.

The payment of standby allowance is inclusive of any time for the purpose of handover/changeover between an operator finishing a period of standby and an operator commencing a period of standby where laptops/phones or any updates are required to be exchanged.

This allowance is paid in addition to payment for time worked at the appropriate penalty rate.

Where an employee fails to comply with the provisions of this clause, the Standby Allowance will not be payable.

#### **24.2 Standby Allowance – Public Holidays**

If a public holiday (as per clause 53) occurs during a period of rostered standby, the employee will be entitled to an additional payment equivalent to two (2) hours of ordinary pay for each public holiday that occurs during the employee's rostered standby period.

#### **24.3 Availability Allowance (Duty Officer)**

This clause applies to Administrative/Technical/Professional employees Bands 1 to 8.

An employee who is rostered as duty officer and therefore is required to be continuously available to be recalled to duty outside the spread of normal hours, shall receive a weekly Availability Allowance or part thereof for shorter periods as per schedule B of this agreement.

Continuously available means that the employee will not go where they cannot be contacted by telephone and be able to respond within 15 minutes, unless otherwise agreed in writing between Wannon Water and the employee.

Time reasonably spent in getting to and from work will be counted as time worked.

Where an employee fails to comply with the provisions of this clause, the Availability Allowance will not be payable.

#### **24.4 Availability Allowance (Duty Officer) – Public Holidays**

Where an employee is rostered as a Duty officer and receives the availability allowance, an additional amount equivalent to one eighth (1/8) of the availability allowance will be paid for each public holiday (as per clause 53) that occurs during the employee's rostered period as duty officer.

#### **24.5 Industry Allowance**

External Operational/Maintenance employees will be paid an industry allowance as per Schedule B to compensate for any of the following conditions of the industry that may occur during their period of work:

- Climatic conditions when working in the open on all types of work,
- Sloppy or muddy conditions associated with all types of maintenance or
- Work in confined spaces.

The Industry Allowance will form part of the base salary for the purpose of overtime payments and will be paid during periods of leave and rostered days off.

## **24.6 Transport Expenses and Vehicle Allowances**

Employees required to travel on behalf of Wannon Water, will be reimbursed any direct expenses incurred by using public transport nominated by Wannon Water for such travel.

Employees required by Wannon Water to travel on behalf of Wannon Water using their private vehicle and provided that prior approval is given by Wannon Water for such use of the employee's private vehicle, will be reimbursed at the applicable kilometer usage rate as published by the Australian Taxation Office.

## **24.7 Sewerage Allowance**

This Clause only applies to External Operational/Maintenance Services employees.

An employee whose position requires them to regularly undertake work in contact, or in close proximity, to either raw sewage, sewage sludge, treated sewerage effluent, and/or sewerage solids removed from treatment processes, shall receive a fortnightly Sewerage Allowance. This Allowance will be paid fortnightly.

The Sewerage Allowance will be paid during periods of leave and rostered days off but will not form part of the base salary for the purpose of overtime.

## **25 Call Out and Call Back**

The parties recognise that with the advent of mobile phones and remote monitoring of critical sites, the role of the employee called for after hours work has changed. With the increased use of newer technologies, efficiency gains are available through more equitable call back arrangements.

Three distinct types of Call Back/Call Out have been recognised:

### **25.1 Type A: Responding to a Phone Call**

Definition Type A: *Where an employee is not required to leave the location from where they have answered a call to respond to the call. For example, an employee receives a phone call (from an alarm or customer) and is required to make another telephone call or access the computer system*

*via a modem or broadband connection to properly respond to the initial call.*

For a response to a Type A call back, an employee shall be paid a minimum of half (½) an hour work at appropriate overtime rates.

The minimum payment period shall not apply when the overtime is continuous with the completion or commencement of ordinary working hours, or with other planned or unplanned overtime, or occurs within the span of hours under this agreement. The employee shall not be entitled to payment more than once for the specified minimum period of time.

### **25.2 Type B: Call Back for Employees on Standby**

Definition Type B: *Where an employee has been required to be on standby or available (and will be receiving standby, or availability allowance) and receives a phone call and is subsequently required to leave the location from where they have answered the call to commence work. For example, an employee on standby is called in to attend to a sewer blockage.*

An External Operational/Maintenance Services Employee who is called to respond to a call back as defined as Type B, shall be paid a minimum of three (3) hours of work at appropriate overtime rates.

If the call out for an External Operational/Maintenance Services employee occurs between the hours of 10.00pm and 6.00am on any day, the employee shall be paid a minimum of three (3) hours of work at the appropriate overtime rates.



An Administrative/Technical/Professional Employee who is called to respond to a call back as defined as Type B, shall be paid a minimum of one (1) hour of work at appropriate overtime rates.

The minimum payment period shall not apply when the overtime is continuous with the completion or commencement of ordinary working hours, or with other planned or unplanned overtime, or occurs within the span of hours under this agreement. The employee shall not be entitled to payment more than once for the specified minimum period of time.

### **25.3 Type C: Call back for employees not on standby**

Definition Type C: *Where an employee has not been required to be on standby or available (and will not be receiving standby or availability allowance), and receives a phone call and is requested to leave the location from where they have answered the call to commence work. For example, due to the nature of an after-hours incident additional staff are required and are requested to assist from an authorised employee not on standby.*

An External Operational/Maintenance Services Employee, who is called to respond to a call back as defined as Type C, shall be paid a minimum of four (4) hours of work at appropriate overtime rates.

An Administrative/Technical/Professional Employee who is called to respond to a call back as defined as Type C, shall be paid a minimum of four (4) hour of work at appropriate overtime rates.

This Clause shall apply only in the event of employees additional to standby personnel being required to attend an after-hours incident. It shall not apply where an employee on standby requests a second employee on standby to respond on their behalf due to the location of the worksite and the second employee agrees. The agreement between employees may be a verbal standing agreement.

The minimum payment period shall not apply when the overtime is continuous with the completion or commencement of ordinary working hours, or with other planned or unplanned overtime, or occurs within the span of hours under this agreement. The employee shall not be entitled to payment more than once for the specified minimum period of time.

### **25.4 Travel Time**

For the purposes of this Clause, time reasonably spent in travelling shall be counted as time worked.

## **26 Safety Break**

On any one ordinary workday, employees must delay their start time or bring forward their finishing time (without loss of pay) as per the calculations in the Table below if they have responded to Type A, Type B or Type C Call Outs (as defined in above Clause 25), or if they have undertaken overtime.

Agreement must be received from the employees Manager/Coordinator for an employee to bring forward their finishing time in lieu of delaying start time.

<b>Start of Call Out or Overtime</b>		<b>End of Call Out or Overtime</b>		<b>Allow able Start Time Delay or Earlier Finishing Time on Ordinary Workday</b> <i>(see Note below)</i>
<b>Time on Preceding Day</b>	<b>Time on Day</b>	<b>Time on Preceding Day</b>	<b>Time on Day</b>	
End of ordinary hours		Before 10:00 pm		No delay in starting time or bringing forward finishing time.
After 10:00 pm			Before 5:00am	A delay to starting time <b>must</b> occur by the number of hours worked.

After 10:00pm			At or beyond the start of ordinary hours	If work continues past the start of ordinary hours, a break must be taken as soon as practicable by the number of hours worked. Any time worked after the start of ordinary hours is part of the normal hours.
	After 5:00am		Before the start of ordinary hours	Either (with agreement from the employees Manager/Coordinator):  1. Be paid overtime for that period, <u>or</u> 2. Bring forward their finishing time by the equivalent amount of time

**Notes:**

*Delay of no more than one ordinary day hours is allowable (i.e. allowable delays do not carry over to the next ordinary day).*

By agreement, this clause may be varied to meet operational or individual need based on safety requirements.

## **26.1 Requirement for Safety Break for Other Reasons**

Over and above the allowable delays in starting time on ordinary days, any employee may elect not to commence duties, or relieve themselves from duties, if they believe there is a safety risk to themselves or others due to fatigue.

An employee shall notify their Manager/Coordinator at the earliest opportunity of any such absence, and provide details of the activities that have caused the fatigue. All such absences shall be considered leave without pay, unless the employee's Manager makes a determination otherwise following a request from the employee.

## **27 Types of Employment**

### **27.1 General**

Employees covered by this Agreement will be employed on:

- an ongoing full-time or part-time basis;
- Casual basis; or
- Temporary full-time or part-time basis.

At the time of engagement Wannon Water will advise each employee of the terms of their engagement and in particular on what basis they are employed.

### **27.2 Casual Employment**

A casual employee means an employee engaged in work of a casual nature, have an irregular pattern of days and hours of work, not to be guaranteed to be on going and engaged and paid by the hour but does not include an employee who could properly be classified as a full time or part time employee.

### **27.3 Casual Rate of Pay and Entitlements**

A casual employee will be paid 125% of the hourly rate of a full time employee for the nature of casual work in lieu of all paid leave (other than Long Service Leave) and public holidays not worked.

The employment of a casual employee may be terminated by one day's notice on either side or forfeiture of one day's salary as the case may be.

### **27.4 Engagement of Casual Employee**

Wannon Water, when engaging a casual employee, must inform the casual employee upon



engagement that the employee is to be employed as a casual, the job to be performed, the classification level, the actual likely number of hours required and the relevant rate of pay. An employee must not be engaged or re-engaged to avoid any obligation under this Agreement.

## **27.5 Right to request casual conversion**

(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

(b) A regular casual employee is a casual employee who has over a calendar period of at least 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

(c) A regular casual employee who has worked an average of 38 or more hours a week in the period of 12 months' casual employment may request to have their employment converted to full-time employment.

(d) A regular casual employee who has worked at the rate of an average of less than 38 hours a week in the period of 12 months casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

(e) Any request under this subclause must be in writing and provided to the employer.

(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

(g) Reasonable grounds for refusal include that:

(i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual as defined in paragraph (b);

(ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

(h) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 56. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

(i) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

(i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and

(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 27.6.

(j) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.

(k) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(l) A casual employee must not be engaged and/or re-engaged (which includes a refusal to re-engage), or have his or her hours reduced or varied, in order to avoid any right or obligation under this clause.

(m) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

(n) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

(o) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work.

(p) A casual employee's right to convert is not affected if the employer fails to comply with the notice requirements in paragraph (o).

## **27.6 Part-Time Employment (Employees Bands 1 to 8)**

A part time employee is an employee permanently engaged to work less than full time hours, who has reasonably predictable hours of work but does not include a casual employee. A minimum engagement for a part-time employee is three consecutive hours on any shift.

On engagement, Wannon Water and the employee will agree on:

- A regular pattern of work;
- The hours to be worked each day;
- On which days of the week; and
- Starting and finishing times each day.

Any variation to this agreement will be recorded in writing.

## **27.7 Leave and Other Entitlements**

A part time employee is entitled to all entitlements of full time employees but on a pro-rata basis paid at the ordinary rate of pay and calculated by reference to agreed hours. A part time employee is entitled to pro-rata payment at the ordinary rate of pay if a public holiday falls on the day the employee would normally work. The actual hours worked by a part time employee are to be recognised at the ordinary rate of pay for leave and superannuation entitlements.

## **27.8 Temporary/Limited Tenure Employment**

Wannon Water may engage temporary employees on either a full time or part time basis.

## **28 Part Time Work Requests**

Wannon Water shall consider a written request for part time work from an employee. The request shall specify the duration of part time work and service fraction including days and hours of work.

If a request is approved, all wages and entitlements shall be paid pro-rata, relevant to the agreed hours of work. There is no provision for rostered days off for part time employees. Employees moving from full time to part time must use all accumulated rostered days off prior to the commencement of their part time hours.

Employees seeking to reduce their weekly hours of work must reduce their accrued annual and long service leave entitlements to an acceptable level prior to submitting a written request to reduce their weekly working hours.

Wannon Water shall respond in writing in a timely manner to written requests from employees for part time work.

Approval will be at the absolute discretion of the employer.

## **29 Job Sharing**

An employee may apply to Wannon Water to enter into a job share arrangement. Wannon Water will consider and only approve this application under the following criteria:

- The employee's current function is able to successfully be split into two relatively even part time positions giving consideration to the role and responsibility of the position;
- The position can be split into two relatively even portions giving consideration to hours and days worked;
- The applicant must indicate whether the job share arrangement is to be permanent or on a fixed term basis; and
- If application is approved, all wages and entitlements shall be paid pro-rata to job share employees. There is no provision for rostered days off for job share employees. Employees moving from full time to job share must use all accumulated rostered days off prior to the commencement of their reduced hours.

Employees seeking to job share must reduce their accrued annual and long service leave entitlements to an acceptable level prior to submitting a written request to enter a job share arrangement and reduce their weekly working hours.

Wannon Water shall respond in writing in a timely manner to job share requests. Approval will be at the absolute discretion of the employer.

## **30 Terms of Employment**

### **30.1 All Employees Bands 1 to 8**

An employee upon engagement will be provided with a position description consistent with the requirements of clause 31 "Position Description" of this Agreement.

Employees who as a result of his or her own actions works less than 38 hours a week will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate ordinary weekly rate by 38, pro rata for part time employees.

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

### **30.2 Abandonment of Employment (All Employees)**

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 Wannon Water that the employee was absent for reasonable cause, will be deemed to have abandoned the employee's employment without notice, provided that Wannon Water takes reasonable steps to contact the employee to establish the reason for absence.

Abandonment of employment constitutes grounds for termination by Wannon Water if the employment has not otherwise ended.

If Wannon Water terminates an employee's employment due to abandonment of employment, Wannon Water will provide notice of termination or pay in lieu of notice in accordance with National Employment Standards.

### **30.3 Incidental and Peripheral Duties**

An employee may be required to perform duties that are incidental or peripheral to the employee's major task or tasks.

### **31 Position Description**

Wannon Water will provide to each employee a position description based on the classifications in Schedule C which will clearly identify as a minimum:

- The accountability and extent of authority of the position;
- The level of judgement and decision making skills, required specialist skills and knowledge required to undertake the duties of the position;
- Managerial skills;
- Interpersonal skills; and
- Qualifications and experience required for the position.

The position description will be reviewed by Wannon Water in consultation with the employee concerned at least annually.

### **32 Starting Point**

Each employee upon commencing employment shall be given a starting point, which shall be the point of commencement of the employee's daily duty.

At the direction of Wannon Water, any employee may be required to relocate the employee's starting point provided that the relocation is within the boundaries of Wannon Water and does not unreasonably disadvantage the employee.

### **33 Start and Finish Times – Monday to Friday**

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

Full time employees in all locations will start and finish duty at the following times:

- Employees who accrue one day off per 2 week period: 7.30 am and finish at 4.30 pm and be entitled to and must take a 30 minute unpaid meal break between the hours of 11:30 am and 1:00 pm.
- Employees who accrue one day off per 4 week period: 7:30 am to 4:00 pm and be entitled to and must take a 30 minute unpaid meal break between the hours of 11:30 am and 1:00 pm.

Any full time employee who seeks to vary these times on an ongoing basis will need to have prior written approval from management for a variation to the start and finish times as prescribed in this clause.

Part time employees will work hours as agreed, to meet operational need and terms of the position.

#### **33.2 Administrative/Technical/Professional Employees**

Full time employees in all locations will start at 8:15 am and finish at 5:00 pm and must take a 45 minute unpaid meal break between the hours of 12 noon and 2:00 pm. These hours result in one rostered day off per four (4) week period.

Any full time employee who seeks to vary these times on an ongoing basis will need to have prior written approval from management for a variation to the start and finish times as prescribed in this clause.

Part time employees will work hours as agreed, to meet operational need and terms of the position.

### **34 Logical Conclusion (Completion of Working Day)**

Employees may be required to remain at work at the end of their normal finishing time where it is sensible to complete an item of work rather than hold it over to the next working day.

### 35 Span of Hours

The ordinary hours of work shall be 38 hours per week to be worked between 6am and 6pm Monday to Friday inclusive. Employee's rostered days off are specified in Clause 36. Wannon Water may vary these times within the span of hours for operational requirements, subject to consultation occurring prior to the change.

Where circumstances arise which necessitate an operational requirement for an earlier start or later finish than the normal span of hours by agreement between the employee and Wannon Water, the ordinary hours of duty may extend beyond the above span of hours paid at ordinary rates.

The 38 ordinary hours are not to be exceeded in any one-week period, or 76 such ordinary hours are not to be exceeded in a consecutive two week periods, or 114 such ordinary hours are not to be exceeded in any consecutive three week period, or 152 such ordinary hours not to be exceeded in a consecutive four week period.

The hours of work for all employees will be continuous except for meal breaks.

Any alterations to the hours of work within the span of hours for Rostered Shifts within Monday to Friday will be by agreement with the employee concerned and will contain the following minimum provision:

- A day shift starting at 6.00 a.m. or later no penalty;
- Afternoon shift finishing after 6.00 p.m. and at or before 12 midnight 15% penalty on whole of shift, Monday to Friday; and
- Night shift starting 12 midnight and before 6:00 a.m. 15% penalty on whole shift, Monday to Friday.

Any alterations to the span of hours for Rostered Shifts on weekends will be by agreement with the employee concerned and will contain the following minimum provision:

- For shifts on a Saturday a penalty of 50%;
- For shifts on a Sunday, a penalty of 100%; and
- For shifts on a public holiday, a penalty of 150%.

For the purpose of this clause:

- 'Afternoon shift' means any shift finishing after 6.00 p.m. and at or before midnight;
- 'Continuous work' means work carried on with consecutive shifts of employees throughout the 24 hours each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer;
- 'Night shift' means any shift finishing subsequent to midnight and at or before 6.00 am; and
- 'Rostered shift' means a shift of which the employee concerned has had a least 48 hours' notice.

### 36 Rostered Day Off (RDO) System Administration

This clause applies to employees where the hours of work have been varied by agreement pursuant to clauses 33 and 35 of this agreement to create a rostered day off. Rostered day off agreements are subject to the following conditions:

- One RDO must be scheduled every 4 week period for those employees on a 19 day month or one RDO scheduled every fortnight for employees on a 9 day fortnight;
- RDO's must be scheduled at least 6 to 12 months in advance;
- Scheduling of RDO's will have primary regard to the operational needs of Wannon Water;

- Employees may apply to amend the scheduled RDO provided 48 hours' notice is given to Wannon Water, with approval by Wannon Water subject to operational needs;
- An accrual maximum of 2 days will apply. Accrued RDO hours will not exceed 16 hours for employees on a 19 day four week cycle or 17 hours for employees on a 9 day fortnight cycle. Employees working in excess of these limits will have deemed to be requested by Wannon Water to cease work and leave the workplace when the limit was reached;
- Requests by Management for an employee to work an RDO due to operational need, must be made in advance of the scheduled RDO, so that a substitute scheduled RDO day can be identified. Where no substitute day can be identified within the current accrual cycle or the next accrual cycle, employees may exceed the limit as outlined above; and.
- Accrued rostered day off hours may be taken as a full day or part thereof.

## 37 Overtime (and) Work Performed on Saturdays, Sundays and Public Holidays

### 37.1 Requirement to Work Reasonable Overtime

Wannon Water may require any employee to work reasonable overtime paid for at overtime rates, and such employee will work overtime in accordance with such requirements. Wannon Water's requirement for an employee to work overtime must be reasonable.

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:

- Any risk to employee's health and safety;
- The employee's personal circumstances including any family responsibilities;
- The need of the workplace or enterprise;
- The notice (if any) given by the employer of the overtime and by Wannon Water of his or her intention to refuse it; and
- Any other relevant matter.

Where an Administrative/Technical/Professional employee is required to work overtime, the employee can request for the period of overtime to be taken as time off duty. The amount of time off duty shall be equivalent to the relevant overtime rates had the employee been paid. Any such request must be in writing and be agreed by Management, prior to the overtime being worked.

Where a part time employee is directed by Management to work additional hours to their standard work pattern, overtime rates will apply. This arrangement must be documented and agreed, prior to the overtime required being worked. Overtime will not apply where an employee requests and agrees to temporary or permanent changes to a work pattern.

### 37.2 Calculation of Overtime – External Operational/Maintenance Services Employees

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 midday Saturday inclusive: one and a half times the base salary for the first two hours and then at twice the ordinary rate of pay thereafter;
- Saturday after midday and all day Sunday: twice the base salary; and
- Public holidays: two and a half times the base salary.

For the purpose of computation of overtime:

- Overtime shall be based on the base salary that the employee is receiving at the time the overtime is worked;
- The hourly rate shall be determined by dividing the appropriate weekly rate by 38;
- 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; and

- Overtime shall be payable outside of ordinary hours on any day.

### **37.3 Calculation of Overtime – Administrative/Technical/Professional Employee**

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 inclusive: one and a half times the base salary for the first three hours and then at twice the ordinary rate of pay thereafter;
- Sunday: twice the base salary; and
- Public holidays: two and a half times the base salary.

For the purpose of computation of overtime:

- Overtime shall be based on the base salary that the employee is receiving at the time the overtime is worked;
- The hourly rate shall be determined by dividing the appropriate weekly rate by 38;
- 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; and
- Overtime shall be payable outside of ordinary hours on any day.

### **37.4 Payment for Overtime Worked**

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.

### **37.5 Minimum Period for Pre-Arranged Overtime**

External Operational/Maintenance Services employees required to work:

- On a Saturday or Sunday shall be afforded at least three hours work or paid for three hours at the appropriate overtime rate; or
- On a public holiday shall be afforded at least three hours work or paid for three hours at the rate of two and a half times the base salary.

Administrative/Technical/Professional employees required to work:

- On a Saturday or Sunday shall be afforded at least three hours work or paid three hours at the appropriate overtime rate; or
- On a public holiday shall be afforded at least three hours work or paid for three hours at the rate of two and a half times the base salary.

### **37.6 Minimum Period for Recall to Work of External Operational/Maintenance Services Employees and Contact on Call Employees**

The minimum periods are specified in Clause 25 of this agreement. The minimum periods shall not apply:

- When the overtime is continuous (subject to a reasonable meal break) as per Clause 25 with the completion or commencement of ordinary working hours; or
- Where it is customary for the employee to return to Wannon Water's premises to perform a specific pre-arranged job outside the normal working hours.

## **38 Rest Breaks**

External Operational/Maintenance Services employees other than a part-time or casual employee who

is subject to the undermentioned proviso, will be allowed without deduction of pay, a break of twenty minutes per day to be taken during the first part of his/her working day.

Provided that by agreement between Wannon Water and employees, the break may be taken at another time or other times, but in not more than two separate periods.

Provided further that where a part-time or casual employee works before a recognised tea break and continues to work after such break, then that employee shall be entitled to such tea break.

### **39 Annual Performance and Development Review**

An Annual Performance and Development Review will be carried out for each employee to ensure that they are achieving established aims and to set individual objectives.

Wannon Water will for the twelve month period ending 30 June each year for each employee undertake a formal documented Annual Performance and Development Review which will:

- Measure performance against corporate objectives;
- Measure performance against team work objectives;
- Measure performance and development against any previous Employee Performance and Development Plan;
- Provide an Employee Performance and Development Plan for the next review period;
- Review and update the employee's position description; and
- Review the salary increment level within the Band.

Employee Performance and Development Plans will be confidential and will be developed in consultation with the employee concerned and will clearly set out:

- The new or enhanced skills required by Wannon Water, together with proposed competency levels where appropriate;
- The training to be undertaken;
- The performance objectives required; and
- The time frame for completion of the plan.

The performance and development process will allow for greater communication between the parties with the constant goal of increasing productivity and ensuring employee development.

#### **39.1 Interim Performance Review**

An interim performance review will be undertaken by the employee's Manager in consultation with the employee by 31 December each year. Employees will be given the opportunity to receive feedback on their performance against their Employee Performance and Development Plan to date.

#### **39.2 Employee Salary Progression within a Band**

As an outcome of the salary review component of the Annual Performance and Development Review, progression of an employee from one Increment Level to the next Increment Level within a Band shall not be automatic but subject to achievement of all of the following:

- The acquisition and satisfactory utilisation of new or enhanced skills as set out in the Employee Performance and Development Plan;
- The successful achievement of the goals and objectives as set out and agreed in the Employee Performance and Development Plan; and
- Satisfactory contribution to corporate and team objectives; and
- Satisfactory performance over the preceding twelve (12) months; and
- No disciplinary action in the preceding twelve (12) months for Occupational Health & Safety matters.



Approved increases to an Increment Level within a Band shall be applied from the first full pay period after the 1 July annually.

### **39.3 Top of Band Bonus**

As an outcome of the salary review component of the Annual Performance and Development Review, employees at top of band are eligible for a 2% lump sum bonus subject to meeting the same requirements for progression of an employee from one Increment Level to the next Increment Level within a Band as set out in Clause 39.2.

Any lump sum bonus will be paid on the first full pay period on or after 1 July each year.

Employees are required to provide twelve (12) months' notice for a lump sum bonus payment to be salary sacrificed into the employee's superannuation fund.

### **39.4 Employee Progression to a Higher Band**

An application by an employee for progression to a higher band may be made at the scheduled annual performance review.

Progression from a Band to a higher Band will be subject to achievement of the criteria for the higher Band under the classification definitions set out in Schedule C and providing that the position specifications have been required by Management to be increased since the position was created at this level. This assessment is undertaken by the Managing Director or their delegate.

Where Band progression occurs within the Annual Performance and Development Review process and is approved by the Managing Director or their delegate, the movement to the higher Band shall occur on the first full pay period on or after the 1st July of the next review year.

Any approval to increase to a higher Band will exclude the employee from an Increment Level increase within a Band or a Top of Band Bonus payment.

## **40 Notice of Termination**

### **40.1 Employee**

The employee shall give the minimum period of notice specified in the table below:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
12 months or less	2 weeks
More than 12 months	4 weeks

The period of notice above can be varied by agreement between Wannon Water and an employee. Payment in lieu of the prescribed notice will be deducted from the employee's final pay if the employee does not agree to work the required period of notice.

Any employee who is leaving the employment of Wannon Water shall not be granted annual leave during the notice period regardless of approval to grant such leave, prior to notice of resignation.

### **40.2 Employer**

In terminating the employment of an employee, Wannon Water must give to the employee the period of notice specified in the table below:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
12 months or less	2 weeks
More than 12 months	4 weeks

In addition to the notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

Payment in lieu of the prescribed notice must be made if the appropriate notice period is not required to be worked by the employer.

The required amount of payment in lieu of notice must equal the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, Wannon Water 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:

- The employee's ordinary hours of work (even if not standard hours); and
- The amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- Any other amounts payable under the employee's contract of employment.

The period of notice in this clause does not apply:

- In the case of dismissal for serious misconduct;
- To employees engaged for a specific period of time or for a specific task or tasks; and
- To casuals.

## **41 Redeployment**

Where a decision is made by Wannon Water which will result in a change to the way work is carried out or no longer performed, and as a result the employee's position becomes excess to requirements, consultation with the employee will occur to explore/consider redeployment opportunities.

If the employee is not redeployed, the employment will end in retrenchment.

The Victorian Government's policy in relation to public sector redundancy, redeployment and retrenchment is set out in the Public Sector Workplace Relations policies 2015. The policy applies to the employer, but does not form part of this agreement.

## **42 Classification and Minimum Rates of Pay**

### **42.1 Employees Bands 1 to 8**

The rates of pay prescribed in this agreement as per Schedule A will be deemed to be the minimum rates payable, and nothing herein contained will preclude Wannon Water from paying an employee at a higher rate of pay than that prescribed herein except where salary sacrifice arrangements exist.

Wannon Water will grade its employees in accordance with the classification definitions and grading contained in Schedule C - Classification definitions.

The employee will have the right to request a review the employee's classification if it is considered to be incorrect.

The review will consider all relevant facts and may make a recommendation to Wannon Water:

- Where no agreement can be reached, dispute resolution procedures within this Agreement will be utilised; and
- The whole of this sub clause will not apply to those employees classified as Senior Managers.

The entry point to the structure for Administrative/Technical/Professional employees will be Band 3A.

Subject to meeting the classification definitions, the minimum classification for a position requiring a professional engineering qualification recognised by the Institute of Engineers Australia must be no less than Band 5A.

Subject to meeting the classification definitions, the minimum classification for a position requiring the exercise of duties by an Experienced Engineer must be no less than Band 6A.

“Experienced Engineer” means a professional engineer with the qualifications mentioned hereunder in any particular employment the adequate discharge of any portion of the duties of which employment requires qualifications of the employee as (or at least equal to those of) a member of the Institute of Engineers, Australia.

The aforesaid qualifications are as follows:

- That the employee is a member of the said Institute or;
- That the employee having graduated in a four year or a five year course at a University recognised by the said Institute, has had four years’ experience in professional engineering duties since becoming a qualified engineer, or;
- That the employee, not having so graduated, has had five years of such experience.

## **42.2 Junior Employees – All Classifications**

A junior employee classified in accordance with the definitions of Bands 3 to 8 will be paid a minimum weekly salary according to age based on the following scales which are percentage rates of Band 3A:

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

For the purposes of calculating annual salaries, the rate of pay in the table will be multiplied by 52 and rounded to the nearest dollar.

## **42.3 Apprentices – Under Age 21 Years**

The minimum rate of pay applicable to apprentices under age 21 years will be based on a percentage of the rate of pay applicable to any employee on Band 3A of Schedule A of this agreement plus the industry allowance where applicable.

### **Four year apprenticeships**

	<u>With Year 12</u>	<u>Without Year 12</u>
1st year	55% of Band 3A	50% of Band 3A
2nd Year	65% of Band 3A	60% of Band 3A
3rd year	75% of Band 3A	75% of Band 3A
4th year	90% of Band 3A	90% of Band 3A

### **Three year apprenticeships (Metal Trades Only)**

	<u>With Year 12</u>	<u>Without Year 12</u>
1st year	55% of Band 3A	50% of Band 3A
2nd year	70% of Band 3A	65% of Band 3A
3rd year	90% of Band 3A	90% of Band 3A

While the parties recognise that an employer is under no obligation to retain apprentices upon the completion of their apprenticeships, Wannon Water will consider retaining such employees if a suitable position is available.

#### 42.4 Adult Apprentices

The minimum rate of pay for an adult apprentice will be Band 2A plus the industry allowance where applicable. Adult apprentices will have access to other levels in Band 2 during the period of apprenticeship.

#### 42.5 Trainees

The minimum rate of pay for a trainee will be in accordance with the National Training Wage.

#### 42.6 Senior Manager

Wannon Water and a Senior Manager may enter into a salary package agreement in accordance with Clause 17 of this agreement which:

- Has a minimum level of payment of Band 8D plus 1% as per Schedule A of this Agreement;
- Provides for an annual review of the agreement;
- Includes details of any salary package arrangements;
- Includes details of any other non-salary benefits provided to the employee;
- Includes details of any performance measurement indicators; and
- Includes the salary for the purposes of accident make up pay.

#### 42.7 Annualised wage arrangements

- (a) An employer may pay a full-time employee an annualised wage in satisfaction, subject to clause 42.7, of any or all of the following provisions of the agreement:
  - (i) clause 42—Classification and **Error! Reference source not found.** of Pay;
  - (ii) clause 24—**Error! Reference source not found.**;
  - (iii) clause 37—Overtime (and) Work Performed on Saturdays, Sundays and Public Holidays;
  - (iv) clause 45—Annual Leave Loading
- (b) Where an annualised wage is paid the employer must advise the employee in writing, and keep a record of:
  - (i) the annualised wage that is payable;
  - (ii) which of the provisions of this agreement will be satisfied by payment of the annualised wage;
  - (iii) the method by which the annualised wage has been calculated, including specification of each separate component of the annualised wage and any overtime or penalty assumptions used in the calculation; and
  - (iv) the outer limit number of ordinary hours which would attract the payment of a penalty rate under the agreement and the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised wage in accordance with clause 42.7(c)
- (c) If in a pay period or roster cycle an employee works any hours in excess of either of the outer limit amounts specified pursuant to clause,42.7(b)(iv) such hours will not be covered by the annualised wage and must separately be paid for in accordance with the applicable provisions of this agreement.

#### 42.7.1 Annualised wage not to disadvantage employees

- (a) The annualised wage must be no less than the amount the employee would have received under this agreement for the work performed over the year for which the wage is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The employer must each 12 months from the commencement of the annualised wage arrangement or upon the termination of employment of the employee calculate the amount of remuneration that would have been payable to the employee under the provisions of this agreement over the relevant period and compare it to the amount of the annualised wage actually paid to the employee. Where the latter amount is less than the former amount, the employer shall pay the employee the amount of the shortfall within 14 days.
- (c) The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised wage arrangement for the purpose of undertaking the comparison required by clause 42.7(b). This record must be signed by the employee, or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle.

#### 42.7.2 Base rate of pay for employees on annualised wage arrangements

For the purposes of the [NES](#), the base rate of pay of an employee receiving an annualised wage under this clause comprises the portion of the annualised wage equivalent to the relevant rate of pay in clause 42 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

### 43 Annual Leave

#### 43.1 Period of Annual leave

All full time employees will be entitled to four weeks (152 hours) of paid annual leave for each twelve months continuous service with Wannon Water. Employees who meet the definition of a Shift worker for the purposes of the National Employment Standards, will be entitled to one additional week per annum. Annual leave accrues progressively during a year of service and accumulates from year to year. When proceeding on annual leave, the employee may request payment of the period of annual leave in advance.

Part time employees are entitled to pro rata annual leave.

If a prescribed public holiday falls within a period of annual leave, an additional period equal to the public holiday is to be added at the end of the leave or taken at any time by mutual agreement.

#### 43.2 Calculation of Continuous Service

In calculating annual leave the following absences will delay the period of continuous service:

- Absence without leave;
- Leave without pay granted upon the employee's request inclusive of the unpaid component of Parental Leave;
- Unpaid personal leave within one year which exceeds one month; and
- Any period in excess of 26 weeks per year in respect of which the employee receives or is entitled to receive workers' compensation.

Wannon Water shall require employees to take annual leave within 12 months of the entitlement to leave becoming available.

#### 43.3 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 as are mutually convenient to Wannon Water and the employee and (except as hereinafter provided), shall not accrue more than six (6) weeks leave.

Wannon Water may however, grant an employee the ability to accrue up to a maximum of eight (8) weeks leave for the purpose of extended travel overseas or domestically or for operational requirements. Approval to accrue up to 8 weeks leave must be approved by management.

#### **43.4 Proportionate Leave on Termination**

Any employee who leaves the employment of Wannon Water after having given the prescribed period of notice or whose services are terminated, shall be paid (or his legal representative in the case of the death of the employee) an amount equal to the unused annual leave entitlement.

Any employee who is leaving the employment of Wannon Water may not be granted annual leave during the notice period regardless of approval to grant such leave, prior to notice of resignation.

#### **44 Leave Without Pay**

An employee may apply to take up to a maximum of three (3) months of Leave Without Pay (LWOP) providing that all paid annual and long service leave entitlements have been used. Where an employee does have paid annual and long service leave, the period of 3 months LWOP may be added to the paid component. LWOP is subject to agreement by Wannon Water.

#### **45 Annual Leave Loading**

It is acknowledged that annual leave loading has been incorporated into the employees' remuneration salary rates as detailed in Schedule A.

#### **46 Purchased Leave Model of Employment**

To support family and other commitments, an employee may request to work on a purchased leave model of employment for a 12 month period. A purchased leave model of employment cycle will allow for additional week(s) leave up to four (4) weeks, with a proportionate reduction in pay equal to the amount of weeks purchased which is spread over the full 52 weeks of the approved period.

The additional week(s) leave will be required to be taken within the 12 month period for which approval has been given and must be taken in periods of a minimum of five (5) days.

An application by an individual employee for a purchased leave model of employment cycle must be made to the relevant line Branch Manager, Manager or Coordinator and be endorsed by the relevant General Manager. Each application will be assessed and all reasonable endeavors made to accommodate any application under this clause with regard to reasonable business grounds, including:

- Impact on department with regard to operating and service obligations;
- Impact on customer service;
- Cost of backfill;
- Team work and working relationships;
- The personal need of the employee; and
- Other relevant considerations.

All periods of leave will accrue at the rate of the purchased leave model of employment of the employee's full time equivalent salary for that 12 month period during the purchased leave model of employment cycle.

It is preferable that a purchased leave model of employment cycle commence at the start of the next anniversary year of the employee. Annual leave accrual will remain at a maximum of 228 hours and the additional purchased weeks leave under a purchased leave model of employment must be all taken within the 52 week period.

Wannon Water will advise an employee of the changes to Wannon Water's superannuation contributions prior to the employee entering into a purchased leave model of employment cycle.

An employee may apply for the purchased leave model of employment arrangement to cease before the expiry period for circumstances relating to changes of an individual's personal financial demands. In these circumstances, the employee will be requested to use all of their additional leave before discontinuing the purchased leave model of employment arrangement.

## **47 Long Service Leave**

Employees covered by this Agreement will be entitled to Long Service Leave in accordance with the provisions of the Water (Long Service Leave) Regulations 2011, with the exception of the following sub-clauses that shall prevail in lieu:

### **47.1 Leave Entitlement**

An employee who has completed ten years continuous service shall be entitled to thirteen (13) weeks long service leave on ordinary pay. An employee shall be entitled to a further six and half (6.5) weeks long service leave with pay for each additional period of five years of continuous employment with Wannon Water.

An employee may access their long service leave entitlement, on a pro-rata basis, after an initial seven (7) years of continuous service.

An employee who with not less than seven (7) completed years of service resigns or whose services are terminated shall receive payment of a sum representing pay for service equal to 1/40th of the period of service, in lieu of long service leave with pay.

Where the service of an employee with not less than four completed years of service, is terminated on account of age, ill health, retrenchment, or by death, the employee or the legal representative of the employee shall receive payment of a sum representing pay for the service equal to 1/40th of the period of service.

Provided that any public holiday that occurs during the period of long service leave shall not be regarded as part of the leave.

If requested by an employee, long service leave may be taken, subject to Management approval, at double pay for a period of half the entitlement, or at half-pay for a period of twice the entitlement.

### **47.2 Calculation of the Period of Service**

In calculating the period of service, there shall be included:

- Any period of paid leave;
- Any unpaid absence from work of not more than 14 days in any year because of illness or injury;
- Any period on Work Cover, Workers' Compensation or Accident Compensation for which accident make up payments are made, for a maximum of 2 weeks;
- Prior service as defined in clause 47.3; and
- Such other leave as Wannon Water may determine in a particular case.

Any periods of long service for which leave has been taken or pay in lieu has been made shall be used for the purposes of calculating service, but no further payment can be made or leave taken with respect to those periods.

No periods of unpaid leave shall be recognised as service unless specified in this clause.

### **47.3 Recognition of Prior Service**

For the purposes of this provision, prior service of an employee shall include any period or periods of service in any State or Federal Government Office (including the Armed Forces), or in any other Government instrumentality or Authority, Municipality or Local Government where so determined by Wannon Water.



Prior service, as defined above, shall be recognised provided that breaks in such service do not exceed twelve months.

Where an application for recognition of prior service has been made by an employee or determined by Wannon Water before this sub-clause came into effect, no further applications for prior recognition can be made under this sub-clause with Wannon Water.

#### **47.4 Taking of Long Service Leave**

Long Service Leave shall be taken at times which are convenient to the needs of Wannon Water but as far as is practicable the wishes of the employee shall be considered when fixing the time for taking of leave.

Long Service Leave can be taken for any period of one day or more.

Employees intending to take five or more days Long Service Leave should give at least four (4) weeks' notice of their intention.

#### **47.5 Payment of Long Service leave**

Long service leave granted with pay shall be paid at the employee's ordinary rate of pay, as defined. Provided that where the length of service prescribed in this sub-clause includes periods of less than full-time service, (including prior service recognised under clause 47.3), calculation and payment of such period of service shall be on a pro-rata basis.

The employer may allow an employee who is entitled to long service leave to take the whole or any part of that leave at half pay for a period equal to twice the period to which the employee would otherwise be entitled or at double pay for a period equal to half the period to which the employee would otherwise be entitled.

The above amount shall be payable fortnightly except that on the request of the employee, the amount may be paid in a lump sum at the commencement of the leave.

Payment to an employee during long service leave shall be adjusted to include any variation in salary which occurs during the leave period.

#### **47.6 Maximum Accrual of Long Service Leave**

The maximum accrual of long service leave will be equivalent to the amount of entitlements accrued at 15 years of continuous service.

Wannon Water may require employees to take LSL where their LSL entitlements exceed the maximum accrual limit (i.e. 19.5 weeks).

Wannon Water and employees have the right to review the maximum accrual limit on an individual basis taking into consideration operational needs.

### **48 Personal Sick/Carer's Leave**

This clause applies to all employees covered by this Agreement.

For the purpose of this clause, a day is considered 7.6 hours.

#### **48.1 Amount of Paid Personal Sick/Carer's Leave**

Paid personal/carers' leave will be available to an employee when they are absent because of:

- personal illness or injury; or
- personal illness or injury of an immediate family or household member who requires the employee's care or support; or
- an unexpected emergency affecting an immediate family or household member; or
- the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the employee, provided that the care and attention is not



wholly or substantially on a commercial basis.

A full time employee, other than a casual employee, will be entitled to accrue personal sick/carer's leave with pay on the following basis:

- 7.6 hours leave at the beginning of each month of paid employment in the first year of employment;
- 91.2 hours leave at the beginning of the second and subsequent years of employment; and
- These amounts will be pro rata for part time employees based on hours worked. Sick leave entitlements will only be accrued on the paid portion of employment.

In addition employees will be entitled to a minimum of two (2) days of unpaid carer's leave per occasion if paid carer's leave has been exhausted as per clause 48.6. This entitlement extends to casual employees.

Any unused portion of personal sick/carer's leave shall be carried forward to the following and subsequent years of service.

#### **48.2 Immediate Family or Household**

The entitlement to use bereavement 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.

#### **48.3 Personal Sick Leave**

The provisions of this part of this clause are to be read in conjunction with the clause 48.4 entitled "Carer's Leave".

Leave taken by an employee under this clause is deducted from the amount of the employee's personal sick/carer's leave.

For each period of sick leave for three or more working days, a satisfactory medical certificate by a medical practitioner will be required, stating the employee is unfit for duty and the duration of the absence. On two (2) occasions per anniversary year, an employee is exempt from providing a medical certificate for absences for personal sick leave of up to and including four (4) consecutive working days.

Wannon Water may require a medical certificate to be furnished with respect to any absence providing the employee is notified at the time they advise of their sick leave absence.

Provided further that for all but two (2) occasions per anniversary year, any absence, either the working day before or the working day after a rostered day off or part thereof, annual or long service leave or part thereof or public holiday, an employee will be required to provide a certificate from a duly qualified medical practitioner.

In the event that there is more than two occasions for exceptional or extenuating circumstances, where an employee cannot provide a medical certificate for any absence either the working day before or the working day after a rostered day off or part thereof, annual or long service leave or part thereof or public holiday, the Executive People and Resilience or their nominated representative in consultation with the employees manager/supervisor, may approve the payment of such absence as personal sick leave.

A public holiday observed during any period of sick leave of an employee will not be regarded as part of the sick leave.

Entitlement for sick leave due to an employee at the date of the making of this agreement will remain unchanged and all entitlement leave due to an employee at that date will be converted to full days.

During periods of personal sick leave of 38 hours or more, full time employees will not accrue hours

towards a rostered day off.

#### **48.4 Carer's leave**

An employee is entitled to use their personal sick/carer's leave entitlement to provide care or support for a member of their immediate family or household who requires care or support when they are ill, injured or an unexpected emergency. Leave may be taken for part of a single day.

On two (2) occasions per year, an employee is exempt from providing a medical certificate for absence due to Carer's leave for a period of up to and including four (4) consecutive working days.

The employee must, if required by Wannon Water, establish by production of a medical certificate by a medical practitioner that the illness is such as to require care by another.

The employee must, where practicable, give Wannon Water prior notice of the employee's 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 absence.

Each day or part of a day of carer's leave taken is to be deducted from the amount of the employee's personal sick/carer's leave.

During periods of carer's leave of 38 hours or more, full time employees will not accrue hours towards a rostered day off.

#### **48.5 Personal Sick Leave during Annual or Long Service Leave**

An employee will be entitled to transfer a period of sick leave during annual or long service leave providing the following conditions are met:

- The provision of satisfactory medical evidence by a duly qualified medical practitioner in respect of a period or periods of personal illness or injury (other than injury for which workers' compensation is payable) occurring during an employee's absence on annual leave or long service leave;
- notification to the employer of this sick leave is required within 24 hours of the sick leave occurring and that such medical evidence will be provided to the employer at the earliest reasonable opportunity but no later than 14 days after the occurrence of this period of personal sick leave or on the first day back at work, whichever is the earlier;
- The period of sick leave during annual leave is not subject to minimum or maximum periods; and
- The period of sick leave during long service leave is subject to a minimum of 5 consecutive working days.

Wannon Water will:

- Debit such periods of personal illness or injury from the employees personal/carer's leave entitlement had the employee normally been required to work subject to the existence of sufficient sick leave credit, and
- Grant such employee additional annual leave or long service leave equivalent to the period of personal illness or injury, such additional annual leave will be taken at a time subject to management's discretion and subject to the provisions of clause annual leave and clause long service leave.

#### **48.6 Unpaid Carer's Leave**

Where an employee has exhausted all paid personal/carer's leave entitlements, the employee is entitled to take unpaid carer's leave to provide care or support in the circumstances outlined in clause 48.1. The organisation and the employee will agree on the period. In the absence of agreement the employee is entitled to take two days' unpaid carer's leave per occasion.

#### **48.7 Entitlement to Carer's and Compassionate Leave for Casual Employees**

Subject to established notice requirements and evidence requirements for compassionate leave or leave taken to care for members of the employee's immediate family or household who are sick and require care or 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
- if a member of the employee's immediate family or a member of the employee's household:
  - contracts or develops a personal illness that poses a serious threat to their life;
  - sustains a personal injury that poses a serious threat to their life; or
  - dies.

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 two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## 49 Parental Leave

Employees are entitled to parental leave in accordance with the parental leave National Employment Standard (NES) and this clause. For the avoidance of doubt if there is any inconsistency between this clause and the NES to the detriment of an employee, the NES will prevail.

Employees are entitled to paid and unpaid parental leave and adoption leave and to work part-time in connection with the birth or adoption of a child.

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

An eligible casual employee means a casual employee:

- Employed by Wannon Water on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 6 months; and
- Who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

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

Wannon Water must not fail to re-engage a casual employee because:

- The employee or employee's spouse is pregnant; or
- The employee is or has been immediately absent on parental leave.

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

### 49.1 Basic Entitlement

Employees who have, or will have, completed their probationary period, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child.

An employee who does not satisfy the qualifying service requirement for the paid components of

leave, or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

A paid component of a continuous period of 14 weeks primary carer's leave may be taken and a paid component of 3 week's secondary carer's leave may be taken.

Part time employees will be entitled to a pro-rata value of weekly hours based on average weekly hours worked over a 12 month period or if less than twelve months, average hours worked over probationary period prior to the commencement of parental leave.

A permanent employee who does not satisfy the qualifying service requirement for the paid components of leave, or an employee who is an eligible casual employee, shall be entitled to parental leave without pay for a period not exceeding 52 weeks.

The paid component of parental leave must be paid as a fortnightly payment and the employee may elect to take the paid component as half the pay for double the time.

#### **49.2 Employee Couple – Concurrent Leave**

Two employees covered by this Agreement may take up to eight weeks concurrent leave in connection with the birth or adoption of their child.

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.

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

#### **49.3 Primary Carer's Leave**

An employee must provide notice to Wannon Water in advance of the expected date of commencement of parental leave. The notice requirements are:

- Of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks; and
- Of the date on which the employee proposes to commence primary carer's leave and the period of leave to be taken - at least four weeks.

When the employee gives notice under clause 49.2 hereof the employee must also provide a statutory declaration stating particulars of any period of secondary carer's leave sought or taken by the employee's spouse and that for the period of primary carer's leave, the employee will not engage in any conduct inconsistent with the employee's contract of employment.

An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

Subject to this clause and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave, the employer may require the employee to provide a medical certificate from a registered medical practitioner stating that she is fit to work on her normal duties. Wannon Water may require the employee to start primary carer's leave if the employee:

- Does not give the employer the requested certificate within 7 days after the request; or
- Within 7 days after the request for the certificate, gives Wannon Water a medical certificate stating that the employee is unfit to work.

Where leave is granted under clause 49.2, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

#### 49.4 Personal Illness Leave and Special Primary Carer's Leave

Where the pregnancy of an employee not then on primary carer's leave terminates other than by the birth of a living child, the employee must as soon as practicable give notice to Wannon Water of the taking of leave advising Wannon Water of the period, or expected period, of the leave (Wannon Water 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:

- 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 leave provisions; and
- Where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the employee is entitled to paid special primary carer's leave not exceeding the amount of paid primary carer's leave available under clause 49.2 and thereafter, to unpaid special primary carer's leave.

Where an employee not then on primary carer's leave is suffering from an illness whether related or not to the 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.

#### 49.5 Secondary Carer's Leave

An employee will provide to the employer at least ten weeks prior to each proposed period of secondary carer's leave, with:

- Evidence (Wannon Water may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner) which names the employee's spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- written notification of the dates on which the employee proposes to start and finish the period of secondary carer's leave; and
- a statutory declaration stating:
  - except in relation to leave taken simultaneously with the child's mother that the employee will take the period of secondary carer's leave to become the primary care-giver of a child;
  - particulars of any period of primary carer's leave sought or taken by the employee's spouse; and
  - that for the period of secondary carer's leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

The employee will not be in breach of this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, the death of the primary carer of the child or other compelling circumstances.

#### 49.6 Adoption Leave

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

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

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

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

receiving the placement notice.

As a general rule, the employee must make application for leave to Wannon Water at least ten weeks in advance of the date of commencement of primary carer adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

Before commencing adoption leave, an employee will provide the employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:

- That the child is an eligible child, whether the employee is taking secondary carer or primary carer adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;
- Except in relation to leave taken simultaneously with the child's other adoptive parent, as per clause 49.3 herein or clause 49.8 herein that the employee is seeking adoption leave to become the primary care-giver of the child;
- Particulars of any period of adoption leave sought or taken by the employee's spouse; and
- That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

An employee must provide the employer with confirmation from the adoption agency of the start of the placement.

Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify Wannon Water immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

An employee seeking to adopt a child is, on the production of satisfactory evidence as required entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, Wannon Water may require the employee to take such leave instead.

#### **49.7 Right to Request**

To assist an employee in reconciling work and parental responsibilities, an employee entitled to parental leave pursuant to the provisions of this agreement may request Wannon Water to allow the employee:

- To extend the period of unpaid parental leave provided under clause 49.2 by a further continuous period of leave not exceeding 12 months; and
- To return from a period of parental leave on a part-time basis until the child reaches school age.

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.

Wannon Water 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 Wannon Water's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

The employee's request and Wannon Water's decision made under this clause must be recorded in writing.



Wannon Water'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.

#### **49.8 Variation of Period of Parental Leave**

Unless agreed otherwise between Wannon Water and the employee, where an employee takes parental leave under this agreement an employee may apply in writing to Wannon Water to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

##### **49.8.1 Parental Leave and other Entitlements – Annual Leave and Long Service Leave**

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 this agreement.

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 Wannon Water will grant the employee a day off in lieu, to be taken by the employee immediately following the period of paid parental leave.

##### **49.8.2 Transfer to a Safe Job**

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

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

- 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
- When the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.

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

#### **49.9 Returning to Work After a Period of Parental Leave**

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

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, the employee will be entitled to return to the position they held immediately before such transfer.

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.

#### **49.10 Replacement Employees**

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

Before Wannon Water engages a replacement employee Wannon Water must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### **49.11 Consultation and Communication during Parental Leave**



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

- 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
- 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.

The employee shall take reasonable steps to inform Wannon Water 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.

The employee shall also notify Wannon Water of changes of address or other contact details which might affect Wannon Water's capacity to comply with this clause.

#### **49.12 Federal Governments Paid Parental Leave (PPL) and Dad and Partner Leave Schemes**

Employee entitlements under the Federal Governments Paid Parental Leave (PPL) and Dad and Partner Leave schemes, where they exist, will be in addition to entitlements under clause 49 of this agreement.

#### **49.13 Keeping in Touch Days**

During a period of parental leave an Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.

Keeping in touch days must be agreed and be in accordance with section 79A of the Fair Work Act 2009.

### **50 Compassionate Leave (other than casuals)**

An employee is entitled to four days compassionate leave paid on each occasion, if a member of the employee's immediate family as defined in clause 48.2 of this agreement or household dies or has a personal illness or injury that poses a serious threat to his or her life.

Proof of illness/injury must be provided to the satisfaction of Wannon Water if so requested.

### **51 Family Violence Provisions**

#### **51.1 General Principle**

- 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.
- Leave for family violence purposes is available to employees who are experiencing family violence 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.

#### **51.2 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).

#### **51.3 Eligibility**

- Leave for family violence purposes is available to all employees with the exception of

casual employees.

- Casual employees are entitled to access leave without pay for family violence purposes.

#### 51.4 General Measures

- Evidence of family violence may be required and can be in the form 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.
- 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 written permission.
- No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- The employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The employer will advertise the name of any Family Violence contacts within the workplace.
- An employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated People & Wellbeing contact. The immediate supervisor may seek advice from People & Wellbeing if the employee chooses not to see the People & Wellbeing or Family Violence contact.
- Where requested by an employee, the People & Wellbeing contact will liaise with the employee's manager on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 51.5 and clause 51.6.
- 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.

#### 51.5 Leave

- An employee experiencing family violence will have access to 20 days per year of paid special leave for 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.

- 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 51.4 from an Employee seeking to utilise their personal/carer's leave entitlement.

#### 51.6 Individual Support

- In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:
  - temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
  - temporary or ongoing job redesign or changes to duties;
  - temporary or ongoing relocation to suitable employment;
  - a change to their telephone number or email address to avoid harassing contact;
  - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 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.

- 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.
- An employee that discloses that they are experiencing family violence will be given information regarding current support services.

## 52 Jury Service

If any employee is required to appear and serve as a juror under the Juries Act 2000, the employee is entitled to leave with pay for the period during which the employee's attendance at court is required, subject to the production of satisfactory evidence of such attendance.

Any compensation paid to the employee in accordance with the Juries Act 2000 for serving as a juror during the employee's ordinary hours of work must be repaid to Wannon Water, with reasonable expenses actually incurred over and above those which the employee would normally incur being offset against this amount

An employee will notify Wannon Water as soon as possible of the date upon which they are required to attend for jury service.

Further, the employee will give Wannon Water proof of the attendance, the duration of such attendance and the amount received in respect of such jury service.

## 53 Public Holidays

An employee, other than a casual or a part time employee not regularly working on any of the public holidays, shall be entitled to the following gazetted public holidays without loss of pay: New Year's Day, Australia Day, Labor Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Grand Final Eve, Melbourne Cup Day (or by agreement a substituted day), Christmas Day and Boxing Day.

When Christmas Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday or Tuesday. When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December. When New Year's Day is a Saturday or a Sunday an additional holiday shall be observed on the next Monday and when Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

Where in the whole or part of the State of Victoria additional or substituted public holidays are declared or prescribed on days other than days set out in this clause, those days shall constitute additional or substituted public holidays for the purpose of this Agreement.

Employees shall not be entitled to any extra Public Holidays gazetted by local government. The Public Holidays are in addition to Annual Leave and Long Service Leave entitlements.

## 54 Return to Work from Extended Leave

Wannon Water shall forward employee newsletters and information on work related developments to all employees on extended leave (as defined as being longer than 3 months). This may include parental leave, sick leave, periods of unpaid or extended study leave.

Upon return to work, Wannon Water:

- Shall re-induct the employee into the work place;
- Reassess training needs and develop a training plan; and
- Set goals and objectives where required.

Where an employee is returning to work from a non-work related illness or injury where the worker has been absent in excess of four (4) weeks, it may be negotiated between manager and employee, for the employee to be returned to duty under a return to work plan which would consider a gradual return to work with modified hours and duties.

## 55 Emergency Service Leave

Wannon Water supports its employees being involved in recognised emergency management bodies (Fair Work Act 2009 – Section 109 (3)).

An employee engages in a voluntary emergency management activity (Fair Work Act 2009 – Section 109 (2)) if:

- a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- d) either:
  - i. the employee was requested by or on behalf of the body to engage in the activity; or
  - ii. no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made

When a State of Disaster under the Emergency Management Act 1986 (Section 23) is declared, employees called to engage in a voluntary emergency management activity relating to the State of Disaster will be considered for special leave with pay.

When a significant and widespread danger to life or property in Victoria and/or the Wannon Water service region occurs, but is not declared a State of Disaster, employees called to engage in a voluntary emergency management activity will be considered for special leave with pay.

Wannon Water will consider applications with regard to impacts on the operations and staffing needs of Wannon Water. Applications for special leave under this clause must be pre-approved by the Managing Director or their delegate.

For the approved time employees spend undertaking a voluntary emergency management activity under this clause, access to the conditions of the Safety Break relating to Allowable Start Time Delay or Earlier Finishing Time may need to be considered.

## 56 Dispute Resolution

### 56.1 Disputes Settling Procedure

#### 56.1.1 Resolution of Disputes and Grievances

Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute or grievance about whether an employer had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.

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.

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.

#### 56.1.2 Obligations

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

Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has a

reasonable concern about an imminent risk to the employee's 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.

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

#### **56.1.3 Agreement and Dispute Settlement Facilitation**

For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of the employer, the employee must be released by the employee's employer from normal duties for such periods of time as may be reasonably necessary to enable the employee to represent employees concerning matters pertaining to the employment relationship including but not limited to:

- Investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards;
- Endeavoring to resolve a dispute arising out of the operation of the agreement or the National Employment Standards; or
- Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

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.

#### **56.1.4 Discussion of Grievance or Dispute**

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

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

#### **56.1.5 Internal Process**

If any party to the dispute or grievance who is covered by the agreement refers the dispute or grievance to an established internal dispute or grievance 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:

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

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

If the matter is not settled, either party may refer the matter to Fair Work Commission (FWC).

#### **56.1.6 Disputes of a Collective Character**

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

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

#### **56.1.7 Conciliation**

Where a dispute or grievance is referred, a member of 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 or grievance.

This may include arranging:

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

Conciliation before FWC shall be regarded as completed when:

- the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or
- the member of 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
- the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

#### **56.1.8 Arbitration**

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

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

Subject to sub-clause 56.1.9 below, the determination of FWC is binding upon the persons covered by this agreement.

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

#### **56.1.9 Conduct of Matters before FWC**

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





## 57 Signatories

Australian Services Union Representative

Name: Billy King

Authority/Position: Branch Executive President

Signature:

Address: 116 Queensberry Street, Carlton South VIC 3053

Date: 26 November 2020

Professionals Australia Representative

Name:

SEAN KELLY

Authority/Position:

ACTING DIRECTOR - VICTORIAN BRANCH

Signature:

Address:

148-152 MILLER ST, WEST MELBOURNE, VIC 3003

Date:

24/11/20

Employer

Name:

JEREMY DIXON

Authority/Position:

EXECUTIVE PEOPLE & RESOURCENCE

Signature:

Address:

325 KOROIT ST, WARRNAMBOOL, VIC 3280

Date:

27/11/20



## SCHEDULE A: RATES OF PAY - WANNON WATER ENTERPRISE AGREEMENT 2020

	Current Rates		First Increase - 2.00% (First full pay period on or after 01/10/2020)		Second Increase - 2.00% (First Full Pay Period on or after 1/10/2021)		Third Increase - 2.00% (First Full Pay Period on or after 1/10/2022)		Fourth Increase - 2.00% (First Full Pay Period on or after 1/10/2023)	
Band	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary
1A	\$21.6859	\$42,851.42	\$22.1197	\$43,708.45	\$22.5621	\$44,582.62	\$23.0133	\$45,474.27	\$23.4736	\$46,383.76
1B	\$22.2095	\$43,885.91	\$22.6537	\$44,763.63	\$23.1067	\$45,658.90	\$23.5689	\$46,572.08	\$24.0402	\$47,503.52
1C	\$22.7380	\$44,930.35	\$23.1928	\$45,828.96	\$23.6566	\$46,745.54	\$24.1298	\$47,680.45	\$24.6124	\$48,634.06
1D	\$23.2565	\$45,954.88	\$23.7216	\$46,873.98	\$24.1961	\$47,811.46	\$24.6800	\$48,767.69	\$25.1736	\$49,743.04
2A	\$24.0267	\$47,476.76	\$24.5072	\$48,426.30	\$24.9974	\$49,394.82	\$25.4973	\$50,382.72	\$26.0073	\$51,390.37
2B	\$24.6710	\$48,749.96	\$25.1645	\$49,724.96	\$25.6677	\$50,719.46	\$26.1811	\$51,733.85	\$26.7047	\$52,768.53
2C	\$25.3758	\$50,142.57	\$25.8833	\$51,145.42	\$26.4010	\$52,168.33	\$26.9290	\$53,211.70	\$27.4676	\$54,275.93
3A	\$26.0201	\$51,415.75	\$26.5405	\$52,444.07	\$27.0713	\$53,492.95	\$27.6128	\$54,562.81	\$28.1650	\$55,654.07
3B	\$27.1980	\$53,743.34	\$27.7420	\$54,818.21	\$28.2968	\$55,914.57	\$28.8628	\$57,032.86	\$29.4400	\$58,173.52
3C	\$28.3659	\$56,051.03	\$28.9332	\$57,172.05	\$29.5119	\$58,315.49	\$30.1021	\$59,481.80	\$30.7042	\$60,671.44
3D	\$29.1814	\$57,662.42	\$29.7650	\$58,815.67	\$30.3603	\$59,991.98	\$30.9675	\$61,191.82	\$31.5869	\$62,415.66
4A	\$29.5992	\$58,488.04	\$30.1912	\$59,657.80	\$30.7950	\$60,850.96	\$31.4109	\$62,067.98	\$32.0391	\$63,309.34
4B	\$30.4197	\$60,109.38	\$31.0281	\$61,311.57	\$31.6487	\$62,537.80	\$32.2817	\$63,788.56	\$32.9273	\$65,064.33
4C	\$31.4265	\$62,098.74	\$32.0550	\$63,340.71	\$32.6961	\$64,607.53	\$33.3500	\$65,899.68	\$34.0170	\$67,217.67
4D	\$32.1161	\$63,461.47	\$32.7585	\$64,730.70	\$33.4136	\$66,025.31	\$34.0819	\$67,345.82	\$34.7635	\$68,692.74
5A	\$33.1733	\$65,550.35	\$33.8367	\$66,861.36	\$34.5135	\$68,198.58	\$35.2037	\$69,562.55	\$35.9078	\$70,953.80
5B	\$34.9402	\$69,041.74	\$35.6390	\$70,422.57	\$36.3517	\$71,831.03	\$37.0788	\$73,267.65	\$37.8203	\$74,733.00
5C	\$36.7574	\$72,632.57	\$37.4925	\$74,085.22	\$38.2424	\$75,566.93	\$39.0072	\$77,078.27	\$39.7874	\$78,619.84
5D	\$38.4639	\$76,004.60	\$39.2331	\$77,524.69	\$40.0178	\$79,075.19	\$40.8182	\$80,656.69	\$41.6345	\$82,269.82
6A	\$40.3365	\$79,704.86	\$41.1432	\$81,298.96	\$41.9661	\$82,924.94	\$42.8054	\$84,583.44	\$43.6615	\$86,275.11
6B	\$42.0883	\$83,166.39	\$42.9300	\$84,829.72	\$43.7886	\$86,526.31	\$44.6644	\$88,256.84	\$45.5577	\$90,021.98
6C	\$43.8551	\$86,657.77	\$44.7322	\$88,390.93	\$45.6269	\$90,158.74	\$46.5394	\$91,961.91	\$47.4702	\$93,801.15
7A	\$45.1489	\$89,214.14	\$46.0518	\$90,998.42	\$46.9729	\$92,818.39	\$47.9123	\$94,674.76	\$48.8706	\$96,568.26
7B	\$46.8503	\$92,576.20	\$47.7873	\$94,427.72	\$48.7431	\$96,316.28	\$49.7179	\$98,242.61	\$50.7123	\$100,207.46
7C	\$48.6021	\$96,037.72	\$49.5741	\$97,958.47	\$50.5656	\$99,917.64	\$51.5769	\$101,915.99	\$52.6085	\$103,954.31
7D	\$50.3639	\$99,519.14	\$51.3712	\$101,509.52	\$52.3986	\$103,539.71	\$53.4466	\$105,610.50	\$54.5155	\$107,722.71
8A	\$52.2970	\$103,338.80	\$53.3429	\$105,405.58	\$54.4098	\$107,513.69	\$55.4980	\$109,663.96	\$56.6079	\$111,857.24
8B	\$54.2350	\$107,168.36	\$55.3197	\$109,311.73	\$56.4261	\$111,497.96	\$57.5546	\$113,727.92	\$58.7057	\$116,002.48
8C	\$56.2888	\$111,226.70	\$57.4146	\$113,451.23	\$58.5629	\$115,720.26	\$59.7341	\$118,034.67	\$60.9288	\$120,395.36
8D	\$59.5810	\$117,732.00	\$60.7726	\$120,086.64	\$61.9880	\$122,488.37	\$63.2278	\$124,938.14	\$64.4924	\$127,436.90

The above rates are subject to the provisions of Clause 23 Quantum and Timing and figures shown are the maximum pay rates achievable under this agreement.

## SCHEDULE B: DETAILED TABLE ALLOWANCES - WANNON WATER ENTERPRISE AGREEMENT 2020

	Current Rates	Payment Type	First Increase - 2.00% (First Full Pay Period on or after 1/10/2020)	Second Increase - 2.00% (First Full Pay Period on or after 1/10/2021)	Third Increase - 2.00% (First Full Pay Period on or after 1/10/2022)	Fourth Increase - 2.00% (First Full Pay Period on or after 1/10/2023)
<b>Industry Allowance</b> (applicable to Bands 1 to 5)	\$35.20	per week	\$35.90	\$36.62	\$37.35	\$38.10
<b>Sewerage Allowance</b> (applicable to Bands 1 to 5)	\$17.44	per week	\$17.78	\$18.14	\$18.50	\$18.87
<b>Stand-by Allowance</b> (applicable to Bands 1 to 5)	16 hours paid at hourly rate	per completion of one weeks availability period (7 days)	No change	No change	No change	No change
	an additional payment equivalent to two (2) hours of ordinary pay	for each Public Holiday (as per Clause 53) that occurs during the employee's rostered Stand-by period	No change	No change	No change	No change
<b>Availability Allowance (Duty Officer)</b>	\$323.33	per completion of one weeks availability period (7 days)	\$329.80	\$336.40	\$343.13	\$349.99
	an amount equivalent to one eighth (1/8) of the Availability Allowance	paid for each Public Holiday (as per Clause 53) that occurs during the employee's rostered period as Duty Officer	No change	No change	No change	No change
<b>Transport and Vehicle Allowance</b>	Reimbursement	per kilometer (applied via the Australian Taxation Office (ATO) rates)	Reimbursement	Reimbursement	Reimbursement	Reimbursement

## SCHEDULE C: CLASSIFICATION DEFINITIONS

Note:

1. All aspects of the following definitions must be taken into consideration when classifying individual positions and typically individual positions will meet the criteria under each heading for classification into that Band.
2. External Operational/Maintenance Services employees are defined by Bands 1 to 5 of this Appendix.
3. Administrative/Technical/Professional employees are defined by Bands 3 to 8 of this Appendix.
4. Senior Managers are defined in the Clause 1 Definitions.

### 1. EMPLOYEE BAND 1

A position in this Band has the following job characteristics:

#### 1.1 Accountability and extent of authority

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

#### 1.2 Judgement and decision making

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

#### 1.3 Specialist knowledge and skills

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

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

#### 1.4 Inter-personal skills

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

#### 1.5 Qualifications and experience

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

- Basic construction and maintenance work.
- Introduction to basic horticulture.

- Communication skills including radio procedures.
- Basic concreting and bitumen work.

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

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

A position in this Band has the following job characteristics:

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

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

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

- In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented.
- Employees in this Band are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

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

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

- Safe and competent operation of medium mechanical plant.
- Safe and competent driving of vehicles from over 4.5 tonne GCM to 13.9 tonnes GCM.
- Safe and competent handling and use of explosives.
- Concrete work, e.g. Floater.
- Pipelaying to line and grade from a plan.
- Control of a store.
- Estimating and ordering materials.
- Capable of working to a plan.
- Basic Administrative/Professional skills.
- Assist in the operation of a Water/Waste Water Treatment Plant.

### **2.4 Inter-personal skills**

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

### **2.5 Qualifications and experience**

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

- Licence or certification in explosives handling.
- Advanced construction and maintenance.
- Basic VDU operation.
- Communication skills including radio operation.
- Inventory control.

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

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

A position in this Band has the following job characteristics:

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

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

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

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

- These positions are essentially doing jobs and are often the providers of information and support to clients and/or to more senior employees.
- The work is performed within specific guidelines and under general supervision.
- The freedom to act is limited by standards, procedures, the content of the position description and the nature of the work assigned to the position from time to time. Nevertheless employees in this Band should have sufficient freedom to plan their work at least several days in advance.
- Outcomes of work are readily observable.
- The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

#### **3.2 Judgement and decision making**

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

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

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

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

### **3.3 Specialised knowledge and skills**

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

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

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

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

### **3.4 Management skills**

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

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

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

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

### **3.5 Inter-personal skills**

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

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

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

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

### **3.6 Qualifications and experience**

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

- An employee in this Band will have satisfactorily completed the requirements of Band 2 or equivalent, as well as structured training to one or more of the following levels:
  - Trade Certificate or equivalent.
  - Completion of TAFE accredited/industry based training courses.

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

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

- The skills and knowledge needed for entry to this Band would normally be acquired through four years of secondary education plus a short industry based training course or some on-the-job training.
- knowledge and skills gained through on-the-job training of at least 12 months commensurate with the requirements of work in this Band.

## **4. EMPLOYEE BAND 4**

A position in this Band has the following job characteristics:

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

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

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

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

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

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

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

- In positions in this Band, the objectives of the work are well defined but the particular method, process of equipment to be used must be selected from a range of available alternatives.



- For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- Guidance and counsel are always available within the time available to make a choice.

#### 4.2.2 Administrative/Technical/Professional Employees

Employees in this Band require:

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

### 4.3 Specialist knowledge and skills

#### 4.3.1 External Operational/Maintenance Services Employees

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

#### 4.3.2 Administrative/Technical/Professional Employees

Employees in this Band require:

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

### 4.4 Management skills

#### 4.4.1 External Operational/Maintenance Services Employees

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

#### 4.4.2 Administrative/Technical/Professional Employees

- The employee must have a basic knowledge of personnel practices and be able to provide employees under their supervision with on-the-job training and guidance.

- All positions necessitate skills in managing time and planning and organising one's own work.

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

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

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

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

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

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

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

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

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

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

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

A position at this level has the following characteristics:

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

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

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

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

- Positions in this Band may supervise resources, other employees or groups of employees and/or provide advice to or regulate clients and/or give support to more senior employees.
- In positions where the prime responsibility is for resource supervision, the freedom to act is

governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans.

- In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. The effect of decisions and actions taken on individual clients may be significant but the decisions and actions are always subject to appeal or review by more senior employees.
- In positions where the prime responsibility is to provide direct support and assistance to more senior employees, the freedom to act is not limited simply by standards and procedures, and the quality of decisions and actions taken will often have an impact upon the performance of the employees being supported.

## **5.2 Judgement and decision making**

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

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

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

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

## **5.3 Specialist knowledge and skills**

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

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

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

- Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.
- Specialists and employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.
- Support employees also require an understanding of the role and function of the senior employees to whom they provide support, an understanding of the long term goals of the unit in which they

work, and an appreciation of the goals of the wider organisation.

- All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

## **5.4 Management skills**

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

- These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees training and development.

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

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

## **5.5 Interpersonal skills**

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

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

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

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

## **5.6 Qualifications and experience**

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

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

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

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

relevant experience and work skills commensurate with the requirements of the work in this Band.

## **6. EMPLOYEE BAND 6**

A position in this Band has the following job characteristics:

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

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

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

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

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

- 6.3.1 Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the practices.
- 6.3.2 All positions require an understanding of the long term goals of the functional unit in which the position is placed and of the relevant policies of both the unit and the wider organisation.
- 6.3.3 Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.

### **6.4 Management skills**

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

## **6.5 Inter-personal skills**

- 6.5.1 These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees.
- 6.5.2 All employees in this Band must also be able to liaise with their counterparts in other organisations to discuss specialist matters and with other employees in other functions in their own organisation to resolve intra-organisational problems.

## **6.6 Qualifications and experience**

- 6.6.1 The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- 6.6.2 Typically, they would be gained through completion of a degree or diploma course with some relevant experience. They might also be acquired through lesser formal qualifications and substantial relevant experience, or through substantial relevant experience in the field of specialist expertise.

## **7. EMPLOYEE BAND 7**

A position in this Band has the following job characteristics:

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

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

### **7.2 Judgement and decision making**

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

### **7.3 Specialist knowledge and skills**

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

### **7.4 Management skills**

- 7.4.1 These positions require skills in managing time, setting priorities and planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable despite conflicting pressures.
- 7.4.2 In this Band, the position requires an understanding and an ability to implement personnel policies and practices including certified agreements, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, position descriptions and employees development schemes. They would be also expected to contribute to the development and implementation of long term staffing strategies.

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

- 7.5.1 These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of broadly defined activities and to motivate and develop employees.
- 7.5.2 Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss and resolve specialist problems and with other employees within their own organisation to resolve intra-organisational problems.

### **7.6 Qualifications and experience**

- 7.6.1 The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- 7.6.2 Typically, they would be gained through completion of a degree or diploma course with several years of subsequent relevant experience. They might also be acquired through higher formal qualifications either in the field of specialist expertise or in management, together with a shorter period of experience, or they might be acquired through lesser formal qualifications with extensive relevant experience.

## **8. EMPLOYEE BAND 8**

A Position in this Band has the following job characteristics:

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

- 8.1.1 Positions in this Band may manage resources and/or regulatory or specialist units and/or develop and interpret policy.
- 8.1.2 In positions where the prime responsibility is for resource management the freedom to act is



governed by broad goals, policies and budgets with periodic reviews to ensure conformity with those goals and a reporting mechanism to ensure adherence to budgets. Decisions and actions taken in this Band may have a substantial effect on the operational unit being managed or on the public perception of the wider organisation.

- 8.1.3 In positions where the prime responsibility is to manage regulatory or specialist units, the freedom to act is governed by the goals and policies of the organisation and by statute and subordinate legislation. Decisions and actions taken at this level may have a substantial effect on the community or sections of it.
- 8.1.4 In positions where the prime responsibility is to develop policy options and strategic plans, the freedom to act is wide and limited only to the areas nominated by Employer or the corporate management. The advice and counsel provided by these positions is relied upon for guidance and part-justification for adopting particular policies the impact of which may be substantial upon the organisation and/or the community.

## **8.2 Judgement and decision making**

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

## **8.3 Specialist knowledge and skills**

- 8.3.1 These positions require proficiency in the application of theoretical or scientific approaches in the search for solutions to new problems and opportunities which may be outside the original field of specialisation by the employee.
- 8.3.2 An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and socio-economic and political context in which it operates.
- 8.3.3 A sound knowledge of budgeting and relevant accounting and financial procedures is essential except for specialist positions where such knowledge may not be required.

## **8.4 Management skills**

- 8.4.1 Positions in this Band typically involve the supervision of large numbers of employees or the supervision of tertiary qualified employees or employees with extensive experience.
- 8.4.2 Management skills are required to achieve objectives and goals, taking account of organisational and external constraints and opportunities.

## **8.5 Inter-personal skills**

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

## **8.6 Qualifications and experience**

- 8.6.1 The skills and knowledge needed for entry to this Band are beyond those normally acquired through a degree course and experience in the field of the employee's specialist expertise alone.
- 8.6.2 Typically, the necessary skills and knowledge would be gained through further formal qualifications in the field of expertise or in management, or through at least four years of

experience in another specialised field.

- 8.6.3 Alternatively, they might be acquired through lesser formal qualifications together with extensive and diverse experience, or intensive specialist experience.

## IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2020/3686

Applicant:  
Wannon Water

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Andrew Jeffers, Managing Director have the authority given to me by Wannon Water to give the following undertakings with respect to the Wannon Water Enterprise Agreement 2020 ("the Agreement"):

1. That after the last paragraph in Clause 2 (Agreement Particulars) the following will be read to be inserted:

*“This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.”*

2. That the minimum entry point for Administrative/Technical/Professional employees will be band 3.
3. That no employees will be engaged as per the Night Shift provisions of Clause 35. For the avoidance of doubt, an employee who is rostered to work outside the ordinary spread of hours of Monday to Friday, 6.00am to 6.00pm, will be entitled to standard penalty rates.
4. That the first paragraph of Clause 35 (Span of Hours) will be read as follows:

*“The ordinary hours of work shall be 38 hours per week to be worked between 6am and 6pm Monday to Friday inclusive. An employee may work up to a maximum of 10 ordinary hours on any day (excluding unpaid meal breaks). Employee’s rostered days off are specified in Clause 36. Wannon Water may vary these times within the span of hours for operational requirements, subject to consultation occurring prior to the change.”*

5. That the following be read to be inserted before the first paragraph in Clause 27.4 (Engagement of Casual Employees):

*“A casual employee will be entitled to a minimum payment of two hours for any shift.”*

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Signature

22 December 2020

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Date