



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Gippsland & Southern Rural Water Corporation T/A Southern Rural Water
(AG2015/2092)

SOUTHERN RURAL WATER (SRW) ENTERPRISE AGREEMENT 2014

Water, sewerage and drainage services

COMMISSIONER BISSETT

MELBOURNE, 30 MARCH 2015

Application for approval of the Southern Rural Water (SRW) Enterprise Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *Southern Rural Water (SRW) Enterprise Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Gippsland & Southern Rural Water Corporation T/A Southern Rural Water. The agreement is a single-enterprise agreement.

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

[3] The CPSU, the Community and Public Sector Union, and The Australian Workers' Union 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.

[4] The Agreement is approved and, in accordance with s.54(1) of the Act, will operate from 6 April 2015. The nominal expiry date of the Agreement is 30 September 2017.



COMMISSIONER

The signature of Commissioner Bissett is written in blue ink over the seal. The seal is circular with the text 'SEAL OF THE FAIR WORK COMMISSION' around the perimeter and 'AUSTRALIA' at the bottom. In the center of the seal is the Australian coat of arms.

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SOUTHERN RURAL WATER ENTERPRISE AGREEMENT 2014

Gippsland & Southern Rural Water Corporation

Trading as 'Southern Rural Water' (SRW)

TABLE OF CONTENTS

1	TITLE.....	1
2	OPERATION.....	1
	2.1 Duration	1
	2.2 Coverage.....	1
	2.3 Relationship to Previous Agreement and NES	1
	2.4 New Agreement.....	1
3	DEFINITIONS	1
4	AVAILABILITY	2
5.	CONSULTATION AND EMPLOYEE CONSULTATIVE COMMITTEE	2
6.	CONSULTATION - IMPLEMENTATION OF CHANGE	2
7	DISPUTE RESOLUTION	3
	7.1 Resolution of disputes and grievances	3
	7.2 Obligations	4
	7.3 Agreement and dispute settlement facilitation	4
	7.4 Discussion of grievance or dispute	4
	7.5 Internal process.....	4
	7.6 Disputes of a Collective Character	5
	7.7 Conciliation.....	5
	7.8 Arbitration.....	5
	7.9 Conduct of matters before FWC.....	6
8	CONTRACT OF EMPLOYMENT	6
	8.1 Engagement.....	6
	8.2 Full-time	6
	8.3 Part-time	6
	8.4 Part-time nine day fortnight	6
	8.5 Casual.....	6
	8.6 Limited tenure	7
	8.7 Notice of termination by SRW.....	7
	8.8 Notice of termination by the employee.....	7
	8.9 Time off during notice period	7
	8.10 Redundancy	7
9	HOURS OF WORK.....	8
	9.1 Ordinary hours	8
	9.2 Individual flexibility arrangements.....	8
	9.3 Penalties to apply	9
	9.4 Breaks.....	10
	9.5 Overtime	10

Southern Rural Water Enterprise Agreement 2014

9.6	Annualised Salary with Overtime.....	11
9.7	Excess travelling time.....	11
9.8	Standby.....	11
9.9	Workload.....	12
10	SALARY.....	12
10.1	Salary Arrangements.....	12
10.2	Job performance.....	13
10.3	Job classification.....	13
10.4	Higher functions.....	14
10.5	Payment.....	14
10.6	Variations to pay.....	14
11	BENEFITS.....	14
11.1	Travel.....	14
11.2	Relocation.....	15
11.3	Protective clothing.....	15
11.4	Superannuation.....	15
12	PUBLIC HOLIDAYS.....	15
12.1	Entitlement.....	15
12.2	Transposition.....	16
13	LEAVE.....	16
13.1	Leave entitlement.....	16
13.2	Excess Leave.....	16
13.3	Managing the excess portion of annual leave.....	16
13.4	Donating annual leave.....	17
13.5	Purchased leave.....	17
13.6	Time in lieu.....	17
13.7	Broken service.....	17
13.8	Unpaid recreation leave.....	17
13.9	Public holidays.....	17
13.10	Proportionate leave on termination.....	17
13.11	Annual leave loading.....	18
14	PERSONAL / CARER'S LEAVE.....	18
14.1	Amount of paid personal / carer's leave.....	18
14.2	Immediate family.....	18
14.3	Use of accumulated personal / carer's leave.....	19
14.4	Absence on public holidays.....	19
14.5	Unpaid personal leave.....	19
14.6	Casual employees – Caring responsibilities and Compassionate Leave.....	20

Southern Rural Water Enterprise Agreement 2014

15	COMPASSIONATE LEAVE	20
16	PARENTAL LEAVE	20
	16.1 Definitions	21
	16.2 Basic entitlement.....	21
	16.3 Employee Couple – Concurrent Leave	22
	16.4 Maternity leave	22
	16.5 Paternity/Partner leave	23
	16.6 Adoption leave	24
	16.7 Permanent Care Leave	25
	16.8 Right to request.....	25
	16.9 Variation of period of parental leave	26
	16.10 Parental leave and other entitlements	26
	16.11 Transfer to a safe job	26
	16.12 Returning to work after a period of parental leave	26
	16.13 Replacement employees	26
	16.14 Consultation and Communication during Parental leave.....	27
	16.15 Keeping in Touch days	27
17	PRE-NATAL LEAVE	27
18	CHILDCARE	28
19	SPECIAL LEAVE	28
	19.1 Court attendance.....	28
	19.2 Special sick leave.....	28
	19.3 Workers compensation leave	29
	19.4 Study Assistance.....	29
20	LONG SERVICE LEAVE.....	30
	20.1 Basic Entitlement.....	30
	20.2 Arrangements.....	30
	20.3 Employee relations training	31
21	COSTS OF EMPLOYMENT RELATED LEGAL EXPENSES	32
22	PROFESSIONAL INDEMNITY INSURANCE	32
	Attachment 1 – Classification Levels and salary rates schedule	33
	Attachment 2 – classification band standards	39
	SIGNATORIES	50

1 **TITLE**

This Agreement is the Southern Rural Water (SRW) Enterprise Agreement 2014.

2 **OPERATION**

2.1 **Duration**

This Agreement will operate 7 days after approval by Fair Work Australia, with a nominal expiry date of 30 September 2017.

2.2 **Coverage**

This Agreement is made between:

- The Gippsland & Southern Rural Water Corporation (SRW); and
- All employees of SRW except for:
 - Students employed on terms and conditions fixed by the Education and Training Reform Act 2006;
 - Trainees;
 - Any person employed in an executive position; and
 - Members appointed to Boards under the Water Act 1989.

It is intended that on approval and subject to the requirements of section 183 of the *Fair Work Act 2009* this agreement will also cover:

- The Community and Public Sector Union (CPSU); and
- The Australian Workers Union (AWU)

2.3 **Relationship to Previous Agreement and NES**

This agreement replaces the Southern Rural Water (SRW) Enterprise Agreement 2010 and is read in conjunction with the National Employment Standards (NES). Where there are matters in the National Employment Standards which are not specifically included in this agreement then they shall apply to all employees covered by this agreement. Where the National Employment Standards provide entitlements to employees which are more beneficial than those provided for in this Agreement then the provisions of the National Employment Standards shall apply to the extent of any inconsistency. No aspect of the NES will be reduced by this agreement.

2.4 **New Agreement**

All parties covered by the agreement agree that negotiations for a new agreement will commence at least six months before the nominal expiry date.

3 **DEFINITIONS**

3.1 "CPUSU" shall mean the Community and Public Sector Union.

3.2 "AWU" shall mean the Australian Workers Union.

3.3 "Unions" shall mean both the CPSU and AWU.

3.4 "SRW" shall mean the Gippsland and Southern Rural Water Corporation trading as Southern Rural Water.

- 3.5 “Annualised standard all-purpose rate” shall include base salary plus all future rostered allowance entitlements for the next 12 month period including rostered shift and weekend penalties, standby events, and public holiday penalties. This all-purpose rate will become the ordinary rate of pay for all purposes. Overtime is not included within this standard definition - refer to the ‘Overtime’ clause for further subject detail including the option to include an element of overtime as an annualised item.
- 3.6 “Recent operational practice” means the current flexible work arrangements and practices that have been implemented in consultation with the employee(s).
- 3.7 “Leave” shall mean leave without loss of ordinary pay unless specified as leave without pay.
- 3.8 “Ordinary rate of pay” shall mean the single time rate of pay prescribed for work being performed in accordance with the classification.
- 3.9 “Penalties” shall mean all the allowances provided by the penalties subclause of the hours of work clause, but exclude the higher duties and annual leave loadings provided by this Agreement.
- 3.10 “Standby” shall mean employee responsibility for being immediately contactable and to initiate the appropriate response and proactively monitor and action SRW operational systems. Employees must be fit and capable to be recalled to work to perform duties.
- 3.11 “FWC” refers to Fair Work Commission

4 AVAILABILITY

Copies of this Agreement shall be kept in an easily accessible place within each place of business and be available for inspection at any time by persons subject to it.

5. CONSULTATION AND EMPLOYEE CONSULTATIVE COMMITTEE

- 5.1 Management and staff will maintain a workplace consultative committee.
- 5.2 The SRW Employee Consultative Committee (ECC) has developed its terms of reference and charter to promote effective communication and harmonious relations between SRW and employees covered by this agreement and to provide a forum to discuss and resolve issues.
- 5.3 The Committee works on the basis of consensus and if there is a deadlock the problem solving processes in dispute resolution (Clause 7) shall apply.
- 5.4 The Committee consists of management and elected staff and union representatives, or other employee representatives.
- 5.5 Consultation in regard to any significant change impacting upon a work group will follow the process outlined in the ‘Implementation of Change’ clause. Resolution of issues will also follow the dispute resolution (Clause 7) processes.
- 5.6 SRW will provide a notice board upon which notices authorised by SRW may be posted. Unauthorised notices posted on the notice board may be removed.

6. CONSULTATION - IMPLEMENTATION OF CHANGE

- 6.1 Where SRW is considering a restructure of the workplace, the introduction of new technology, significant changes to existing work practices, or any other major change that is likely to have a significant effect on employees, SRW will advise the

affected employees and their nominated representatives of the proposed change as soon as practicable after a proposal has been made. SRW will advise affected employees and their nominated representatives of the likely effects on their working conditions and responsibilities, and measures SRW is taking to avert or mitigate the adverse effect of the change on the employees. Advice will also be forthcoming of the rationale and intended benefits of any change.

6.2 SRW will regularly consult with the staff and their nominated representatives and give prompt consideration to matters raised by staff and their nominated representatives and where appropriate provide training for staff to assist them to integrate successfully into any new structure. For the purposes of discussion SRW will provide, in writing, to the relevant employees:

- 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.

However, SRW is not required to disclose confidential or commercially sensitive information to the relevant employees.

6.3 In accordance with this clause the employees or their nominated representatives may submit alternative proposals which will meet the indicated rationale and benefits of the proposal. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. If SRW does not accept such a proposal, SRW shall advise the employees and their nominated representatives of the reasons it is unable to accept their proposal.

6.4 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 regular roster or ordinary hours of work; or
- The need to retrain employees; or
- The need to relocate employees to another workplace; or
- The restructuring of jobs.

6.5 Any dispute concerning management and staff's obligations under this clause shall be dealt with in accordance with the 'Dispute Resolution' clause of this Agreement.

7 DISPUTE RESOLUTION

7.1 Resolution of disputes and grievances

7.1.1 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 SRW had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.

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

7.1.3 SRW or an employee covered by this Agreement may choose to be represented at any stage by a representative, including a union representative or employer organisation.

7.2 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 promptly.

While a dispute or grievance is being dealt with in accordance with this clause, work must continue according to usual practice, provided that this does not apply to an employee who has a reasonable concern about a risk to his or her health or safety, has advised SRW of this concern and has not unreasonably failed to comply with a direction by SRW 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.

7.3 Agreement and dispute settlement facilitation

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

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

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

7.4 Discussion of grievance or dispute

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

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

7.5 Internal process

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

- (a) The rules of natural justice;
- (b) Provide for mediation or conciliation of the grievance;

- (c) Provided that SRW will take into consideration any views on who should conduct the review; and
- (d) Be conducted as quickly and with as little formality as a proper consideration of the matter allows.

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

7.5.3 If the matter is not settled either Party may refer the matter to FWC.

7.6 Disputes of a Collective Character

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

7.6.2 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.

7.7 Conciliation

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

7.7.2 This may include arranging:

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

7.7.3 Conciliation before FWC shall be regarded as completed when:

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

7.8 Arbitration

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

7.8.2 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.

7.8.3 Subject to sub-clause 7.8.4 below, the determination of FWC is binding upon the persons bound by this Agreement.

7.8.4 An appeal can be made 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.

7.9 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.

8 CONTRACT OF EMPLOYMENT

8.1 Engagement

8.1.1 SRW shall provide all employees with a position description which shall contain all information relevant to the duties and responsibilities of their positions. At the time of engagement, the employee shall provide a written statement of his/her usual place of residence and telephone contact.

8.1.2 The employee shall inform SRW in writing of any subsequent change of his/her usual place of residence and telephone contact.

8.2 Full-time

A full-time employee is one who is engaged on a regular and continuing basis to work the ordinary hours of work, as prescribed in clause 9, averaging 38 hours per week.

8.3 Part-time

A part-time employee is one who is engaged on a regular and continuing basis for less than the ordinary hours of work - the number of hours being fixed and constant. All entitlements of this Agreement will be received on a pro rata basis. An employee may request to transition from part time hours to full-time hours. SRW will consider each request and respond based on operational and business work opportunities available.

8.4 Part-time nine day fortnight

Where operational requirements permit, employees in agreement with their manager may work a nine day fortnight arrangement provided that:

- On a nine day fortnight arrangement, the employee would have to work 72 ordinary hours over 9 days. These hours must be worked between the normal span of ordinary hours, i.e. between 6:30am and 7.00pm.
- Employees understand that their desired work pattern (e.g. one Friday off per fortnight) may not always be able to be accommodated under such arrangement as Managers will need to determine manageability of workloads and resource planning around the employee's request to work a nine day fortnight arrangement.
- Requests for working a nine day fortnight will not ordinarily be refused, except that SRW may refuse such requests based on operational and business grounds. Operational and business grounds include an impact on customer service and/or the workload of other employees.

8.5 Casual

8.5.1 A casual employee is one who is engaged to perform work for the purpose of meeting particular and short term needs of SRW. A casual employee is appointed by SRW to work on a casual basis as set out in their letter of offer.

8.5.2 A casual employee shall be ready, willing and available to work such hours as are required from time to time by SRW, provided that the minimum number of hours worked on any one day shall be three.

8.5.3 A casual employee shall receive an additional 25% of the appropriate ordinary hourly rate for each hour during which the casual is employed. This loading is in lieu of paid annual leave, personal / carer's and compassionate leave, special leave and payment for public holidays.

8.6 Limited tenure

Full-time and part-time employees may be engaged for a fixed period not exceeding three years. Such employment may be extended for a further period of up to two years by agreement between SRW and the employee.

8.7 Notice of termination by SRW

8.7.1 In order to terminate the employment of an employee other than a casual, SRW shall give a minimum of four weeks' notice to the employee. An additional one week for employees over the age of 45 years and who have completed at least two years' service shall apply.

8.7.2 Payment in lieu of notice shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

8.7.3 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

8.7.4 The period of notice in this clause shall not apply in case of dismissal for serious or wilful misconduct or in the case of casual employees or employees engaged for a specific period.

8.7.5 If a staff member is absent for more than 20 working days:

- in circumstances where the SRW could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence; and
- without the permission of the SRW; and
- without contacting SRW to provide an explanation for the absence

8.7.6 SRW is entitled to treat the staff member as having resigned and the employment is terminated at the staff member's initiative.

8.8 Notice of termination by the employee

8.8.1 The notice of termination to be given by an employee shall be at least two weeks.

8.8.2 Subject to financial obligations imposed on SRW by any Act, if an employee fails to give notice, SRW shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice not worked.

8.9 Time off during notice period

Where SRW has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay for each week of the notice period for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with SRW.

8.10 Redundancy

The Victorian Government's policy in relation to public sector redundancy as set out in the Public Sector Workplace Relation Policies 2012 or its successor will apply. This policy does not form part of this agreement.

9 HOURS OF WORK

Hours of work shall be worked flexibly in accordance with customer and system seasonality requirements and operational practice.

9.1 Ordinary hours

9.1.1 The ordinary hours of work shall be 152 each 28 calendar days and shall be rostered flexibly between the hours of 6.30 a.m. and 7.00 p.m. which is the normal span of ordinary hours of work, provided that these hours shall be at least six and not more than twelve each day and are to be worked continuously.

9.1.2 The ordinary hours of work shall average nineteen days rostered on and nine days rostered off, each 28 calendar days. Provided that the period of the roster cycle may be extended by agreement and there shall be a reconciliation of hours worked at the end of the roster cycle. Employees may accrue up to a maximum of 32 hours of accrued day off (ADO) entitlements. SRW may direct employees to take one ADO once they reach the maximum entitlement, to ensure adequate rest from the workplace.

9.1.3 The roster of ordinary hours, including the commencing time, the meal break time and the number of hours to be worked on each day, the roster of days and the number of days to be worked each four weeks, shall be established by agreement between SRW and the majority of employees in the section concerned and may be further varied by agreement between these parties.

9.1.4 Changes between rosters of ordinary hours shall not be made within each four week period and may be made at the end of each four week period by consent between SRW and the majority of employees in the section concerned.

9.1.5 Employees shall record their hours of work in fifteen minute periods to the nearest fifteen minutes.

9.1.6 SRW and the employee may agree to a system of more flexible working hours in which a roster is not developed.

9.2 Individual flexibility arrangements

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

9.2.2 An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:

- Clause 6 -Consultation
- Clause 9 - Hours of work and more flexible working hours
- Clause 10 – Salary and more flexible remuneration packaging arrangements
- Clause 16.8 – Right to request Parental Leave
- Clause 16.10 - Pre-Natal leave

- 9.2.3** An employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 9.2.4** SRW must ensure that any individual flexibility arrangement will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 9.2.5** SRW must ensure that an individual flexibility arrangement is in writing and signed by the employee and SRW. If the employee is under 18 the arrangement must also be signed by a parent or guardian of the employee.
- 9.2.6** SRW must give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.
- 9.2.7** SRW must ensure that any individual flexibility arrangement sets out:
- (a) The terms of this enterprise agreement that will be varied by the arrangement;
 - (b) How the arrangement will vary the effect of the terms;
 - (c) How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) The day on which the arrangement commences.
- 9.2.8** SRW must ensure that any individual flexibility arrangement:
- (a) Is about matters that would be permitted matters under section 172 of the Fair Work Act 2009;
 - (b) Does not include any term that would be an unlawful term under section 194 of the Fair Work Act 2009; and
 - (c) Provides for the arrangement to be terminated:
 - (i) By either the employee or SRW giving a specified period of written notice, with the specified period being not more than 28 days; and
 - (ii) At any time by written agreement between the employee and SRW.
- 9.2.9** An individual flexibility arrangement may be expressed to operate for a specified term or while the employee is performing a specified role (such as acting in a higher position). Such an arrangement will terminate on expiry of the specified term or when the employee ceases to perform the specified role unless terminated earlier on notice or by agreement.
- 9.3 Penalties to apply**
- 9.3.1** Where the ordinary work cycle of an employee requires the employee to perform ordinary hours of work on an afternoon or night (that is, between 7.00 p.m. and 6.30 a.m. the next day) on a Monday to Friday, or on a Saturday or Sunday or Public Holiday, the employee shall be paid the allowances specified below.
- 9.3.2** Employees required to perform afternoon or night work shall be paid an allowance at the rate of an additional 30% of the ordinary hourly rate for each hour of work performed.
- 9.3.3** Employees required to perform ordinary hours on a Saturday (excluding a public holiday) shall be paid an allowance at the rate of an additional 50% of the ordinary hourly rate for each hour of work performed.
- 9.3.4** Employees required to perform ordinary hours on a Sunday (excluding a public holiday) shall be paid an allowance at the rate of an additional 100% of the ordinary hourly rate for each hour of work performed.

- 9.3.5** Employees required to perform ordinary hours on a public holiday shall be paid an allowance at the rate of an additional 150% of the ordinary hourly rate for each hour of work performed. The employee may notify SRW at the commencement of the financial year that for the duration of the financial year the employee, instead of being paid at the rate of an additional 150%, elects to be paid at an additional 50% for each hour of work performed on public holidays and be granted an additional day of annual leave in lieu of each such holiday.
- 9.3.6** An employee who is rostered to perform ordinary hours on a public holiday, but who is granted leave in respect of that day, or an employee whose rostered day off falls on a public holiday observed in accordance with this Agreement, shall be granted one day's annual leave.
- 9.3.7** Employees who work through the commencement or cessation of daylight saving shall work and be paid by the time recorded by the clock fixed according to relevant legislation.
- 9.3.8** When overtime work is necessary, it shall, whenever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the completion of overtime on one day and the commencement of work on the next successive day.
- 9.3.9** For the purposes of this clause, where the ordinary hours of an employee finish on the day after commencement, the allowances to be paid shall be calculated as if all work was performed on the day it was commenced.
- 9.3.10** The maximum rate of payment for each allowance as calculated shall not exceed the Band C level 14 hourly rate.
- 9.4 Breaks**
- 9.4.1** Employees shall take an unpaid meal break of not less than 30 and not more than 60 minutes, inclusive of travelling, between noon and 2.00 p.m. and not more than five hours after the commencement of work.
- 9.4.2** Employees shall take a paid meal break of twenty minutes after not less than ten hours ordinary and/or overtime work, excluding meal breaks, on any one day.
- 9.4.3** SRW may schedule the time of taking a meal break to meet operational requirements.
- 9.4.4** The ordinary work cycle of employees shall provide at least ten hours break between the completion of ordinary hours on one day and the commencement of ordinary hours of duty on the next day.
- 9.4.5** An employee who works so much overtime that she/he has not had at least ten consecutive hours off duty between the completion of overtime work on one day and the commencement of ordinary work on the next day shall be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 9.4.6** If, on the instructions of SRW, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at the rate of double time until released from duty for such period and shall then be entitled to be absent for ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 9.5 Overtime**
- 9.5.1** SRW may on any day require an employee to work reasonable overtime at overtime rates to ensure the work requirements of SRW are met. However, 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:

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

9.5.2 Employees required to perform overtime hours on a Monday to Saturday (excluding a public holiday) shall be paid for the first three hours of work performed at the rate of 150% of the ordinary hourly rate and for each hour of work performed thereafter at 200% of the ordinary hourly rate.

9.5.3 Employees required to perform overtime hours on a Sunday (excluding a public holiday) shall be paid for each hour of work performed at the rate of 200% of the ordinary hourly rate.

9.5.4 Employees required to perform overtime hours on a public holiday shall be paid for each hour of work performed at the rate of 250% of the ordinary hourly rate.

9.5.5 An employee who is recalled to work to perform overtime duty and is not on standby shall be paid not less than three hours work at the appropriate overtime rate prescribed above.

9.5.6 The maximum rate upon which the payment for overtime is calculated shall not exceed the Band C level 14 hourly rate.

9.6 Annualised Salary with Overtime

An employee may, in writing, request or accept from his / her manager the provision to include an element of overtime in the 'annualised standard all-purpose rate'. This all-purpose rate will become the ordinary rate of pay for all purposes. Where an element of overtime is included and accepted, no additional payments are to be made to the employee above the 'annualised all-purpose rate'.

9.7 Excess travelling time

An employee who is directed to work temporarily at a location other than his/her normal place of employment may be granted time off during normal hours of duty or the time credited to annual leave. Any period of excess travelling time so incurred shall be paid at their ordinary rate (calculated to the nearest quarter hour) for time reasonably spent in travelling to and from the place of residence and the designated place of work. This time is outside normal hours in excess of the time normally spent in travelling from the place of residence to the usual place of work and return.

9.7.1 A journey involving excess travelling time of less than 30 minutes daily shall not be taken into account.

9.8 Standby

9.8.1 Standby shall be fixed in accordance with the arrangements for the hours of work.

9.8.2 All employees who are required to be on standby after the commencement of this agreement will be subject to the arrangements outlined below.

9.8.3 Employees who are not rostered to work but are required to be on standby during normal day working hours shall be paid at the rate of \$25.00 per event. This standby will be called a day event.

- 9.8.4** Employees who are required to be on standby overnight until the commencement of work the following day shall be paid at the rate of \$50.00 per night event. This standby will be called a night event.
- 9.8.5** Any employee with an existing annualised salary that includes standby arrangements will have their current arrangements converted to reflect the rates in Clause 9.8. Employees recalled to work while on standby shall be paid 150% of the ordinary rate for each of the first three hours of recall and 200% of the ordinary rate for each hour of recall thereafter. On Sundays employees shall be paid 200% of the ordinary rate for each hour worked and on public holidays employees shall be paid 250% of the ordinary rate for each hour worked.
- 9.8.6** Employees who are on standby shall not be considered to have returned to work for the purposes of undertaking tasks, including initiating or receiving phone calls and/or for checking information machines, which are compensated by the standby allowance.
- 9.8.7** The standby rate will be adjusted in accordance with Clause 10.1.2.

9.9 Workload

Where an individual or group of individuals believe that there is an unreasonable allocation of work leading to staff being overloaded with work, the individual or group of individuals concerned can seek to have the allocation reviewed by SRW to address the staff concerns.

10 SALARY

10.1 Salary Arrangements

- 10.1.1** The annual base salary rates payable to employees who are ready willing and able to work in classifications covered by this Agreement are listed in the 'Classification Levels and Salary Rates Schedule' (Attachment1) and will become effective on 1 October 2014 or the date when in principle agreement is reached between the negotiating parties, whichever is the latter. The salary rates payable include a 4% increase on the previous base rate.
- 10.1.2** There will be a 2.57% pay increase on 1 October 2014, 2015 and 2016 and another 0.5% pay increase on 1 July 2015, 2016 and 2017.
- 10.1.3** An employee may, in writing, request of his / her manager the provision of an 'annualised standard all-purpose rate' to include all permanent penalties and allowances for any agreed roster. Such permanent penalties and allowances for the agreed roster which will be commuted, and one 'annualised standard all-purpose rate' will be established for each employee. Where an employee elects for an element of overtime to be included in this calculation there will be no additional payments made to the employee above this rate. Any changes to roster arrangements will require a re-calculation of a new rate for the employee(s) concerned. Employer offer and employee acceptance must be in writing.
- 10.1.4** For overnight work commitments, SRW will either provide transport, accommodation and meals, or will reimburse reasonable actual costs incurred by the employee on production of receipts. Ten hour break daily conditions and higher function entitlements will continue to apply.
- 10.1.5** An employee(s) classification level will be determined by the requirements of the position and where the position fits within the Classification Benchmark Band Standards (Attachment 1).

- 10.1.6** Salary administration and the calculation of the annualised all-purpose rate shall be in accordance with custom and operational practice.
- 10.1.7** The SRW pay level competency based structure, implemented as part of an Enterprise Agreement in 1996, is a twenty four point scale covering the salary ranges within the broad-banded classifications A to F Bands, with additional levels added at the base of the scale to provide additional entry flexibility and similarly with additional pay points between those in the current structures, again to provide additional flexibility.
- 10.1.8** All employees are entitled to progress on the same basis and shall undertake such training and competency acquisition as determined by SRW, and shall meet the performance review requirements which exist at the time. A progression plan will be determined at the time of appointment.
- 10.1.9** The parties agree that employees may elect to, and with the agreement of SRW, enter into more flexible remuneration packaging arrangements, including but not limited to annualised salaries and salary sacrifice of benefits. If the terms of such flexible remuneration arrangements, considered as a whole, result in the employees being better off overall, the arrangements shall prevail over the relevant specific provisions in this Agreement. Disputes over the implementation of these arrangements shall be dealt with by the agreed dispute resolution process.
- 10.2 Job performance**
- 10.2.1** SRW may direct employees to:
- (a) Perform work in accordance with the position description provided that such work is within the employee's skill, competence and training and that work is not designed to promote deskilling; and
 - (b) Perform a wider range of functions including work which is incidental or peripheral to their main functions and use such tools and equipment as may be required provided that the employees have been properly trained in the use of such tools and equipment; and
 - (c) Undertake appropriate training as required by SRW.
- 10.3 Job classification**
- 10.3.1** The classification of each job shall be based upon the approved job specification for the position and a comparison with the benchmark standards.
- 10.3.2** All positions above pay level 13 will attract a competitive salary package negotiated at the time of appointment.
- 10.3.3** All new employees will be provided with a training and progression plan, and advised of the maximum pay level for their job at the time of their appointment.
- 10.3.4** Employees shall commence employment in each Band at level one provided that SRW may decide that an employee may commence above pay level 1 if suitably qualified and/or experienced.
- 10.3.5** Progression from one level to the next within each Band is not automatic, but employees shall be eligible for progression each twelve months upon the achievement of all of the following:
- (a) Acquisition and satisfactory utilisation of new or enhanced skills which are required by SRW; and
 - (b) Meeting established performance objectives, including the satisfactory completion of training modules; and

- (c) Demonstrated competency and satisfactory service over a minimum period of twelve months at each level within the Band.

10.3.6 An annual review shall be undertaken by SRW of all full time and part time employees to assess each employee's work performance, skill possession or acquisition and to determine progression within the Band. This review shall be conducted in accordance with the competency assessment process agreed between management and staff.

10.4 Higher functions

10.4.1 Employees who are authorised to perform the duties of a job in a higher band shall be paid one hour at their ordinary rate, per band, for each eight hours worked. This subclause shall not apply to employees undertaking recognised on the job training and/or skill development in the band immediately above their substantive band.

10.4.2 The performance of higher duties shall not continue for a period in excess of six months unless by agreement.

10.5 Payment

10.5.1 Employees shall be paid fortnightly by electronic funds transfer to an account nominated by the employee on the same day of each fortnight, except where that day falls on a Public Holiday, when payment shall be made on the previous working day.

10.5.2 The fortnightly rate shall be calculated by dividing the annual rate by 26.0893.

10.5.3 The hourly rate shall be calculated by dividing the fortnightly rate by 76.

10.5.4 In the case of part time employees, the fortnightly rate shall be the hourly rate multiplied by the fixed hours of duty.

10.5.5 Employees shall be paid on the basis of an average 76 hour fortnight so as to avoid fluctuating wage payments where an employee's ordinary hours of work may be more or less than 76 in any particular fortnight of the work cycle.

10.5.6 Employees proceeding on a period of paid leave of at least five working days shall, upon request four weeks in advance, receive payment for the leave period prior to commencing the leave.

10.6 Variations to pay

10.6.1 Employees shall receive any additions to their ordinary pay not later than two pays after the event.

10.6.2 Deductions from pay for recovery of overpayments shall not be made until the employee has been advised in writing and shall not exceed eight ordinary hours pay per fortnight unless the employee has agreed.

11 BENEFITS

11.1 Travel

11.1.1 Employees who are authorised to use their private (comprehensively insured, registered and roadworthy) vehicle to travel in the performance of their job or to work at a location other than their normal office or depot shall be reimbursed at the published ATO rate for kilometres travelled. Required to occupy a residence

11.1.2 Employees who are required by SRW to occupy (RTO) a particular residence shall pay to the Corporation 6% of their ordinary rate plus \$13.25 per fortnight.

11.1.3 Allowances will be increased as at 30 June each year in accordance with the percentage increase of the 'domestic holiday travel and accommodation' component in the Consumer Price Index catalogue number 6401.0.

11.2 Relocation

11.2.1 Employees who are required to relocate as a result of the needs of SRW shall be reimbursed the actual and reasonable cost of removal, and the depreciation of furniture and fittings.

11.2.2 SRW may agree that an employee sell a residence at the old location and be reimbursed for the actual and reasonable costs of: legal expenses; estate agents commission; advertising costs; stamp duty and registration fees, compensation for market differentials and other relevant costs.

11.2.3 SRW may agree that the employee purchases a residence at the new location and be reimbursed the actual and reasonable costs of: legal expenses; valuation fees; stamp duty; registration fees, compensation for market differentials and other relevant costs.

11.2.4 SRW may agree that an employee is unable to obtain a suitable residence at the new location and be reimbursed the actual and reasonable costs of temporary accommodation and meals at the new location.

11.3 Protective clothing

SRW shall reimburse the cost incurred by employees in purchasing protective clothing and uniforms where their duties necessitate such use, except where such clothing or uniforms are supplied by SRW.

11.4 Superannuation

11.4.1 Upon engagement, an employee shall be required by SRW to nominate a complying superannuation fund. SRW shall contribute employer superannuation as required by the Superannuation Guarantee (Administration) Act 1992.

11.4.2 The employee may choose that his or her superannuation funds be paid to a complying fund as currently used and paid into by SRW.

Where an employee does not wish to choose a Superannuation fund then the default scheme will be an industry superannuation fund.

Further it is agreed that members of the Government superannuation defined benefit fund may make salary sacrifice contributions to such scheme in accordance with fund procedures and related Ministerial approval.

12 PUBLIC HOLIDAYS

12.1 Entitlement

12.1.1 An employee shall be entitled to a total of eleven paid public holidays as follows:

12.1.2 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day; Australia Day, Anzac Day, Queens Birthday and Labour Day; and

12.1.3 Melbourne Cup Day is also a public holiday for all of Victoria unless an alternate local holiday has been arranged by a non-metropolitan council. Such days are declared in accordance with the Public Holidays Act 1993 and for staff whose base work location is in the locally declared area that day will be observed as a Public Holiday in lieu of Melbourne Cup Day.

12.2 Transposition

- 12.2.1** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 12.2.2** When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.
- 12.2.3** When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.
- 12.2.4** When Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 12.2.5** Where in the State or locality, public holidays are declared or prescribed on days other than those set out in Clause 12.1.2 above; those days shall constitute additional holidays.

13 LEAVE

13.1 Leave entitlement

- 13.1.1** Every employee shall be entitled to four weeks paid annual leave for each twelve months continuous service. Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- 13.1.2** An employee who regularly works his or her ordinary hours of duty over seven days a week including weekends and public holidays shall be entitled to one additional paid week of annual leave.

13.2 Excess Leave

No employee shall accumulate more than 24 months annual leave entitlement (304 hours, or 380 hours for rostered employees) without the approval of SRW.

13.3 Managing the excess portion of annual leave

- 13.3.1** Employees in excess leave may elect to cash out part of their accrued annual leave entitlement in accordance with this clause and the FW Act.
- 13.3.2** An employee is only entitled to elect to cash out part of their accrued annual leave entitlement if all of the following criteria are met:
- The requested amount of leave for payout is in excess of 24 months entitlement
 - The employee has taken a minimum of four weeks annual leave in the year of request.
 - The employee provides SRW with a written request signed by the employee electing to cash out a specified amount of the employee's accrued annual leave entitlement
 - Leave will be paid at the employee's ordinary rate of pay and must be processed at the earliest opportunity
 - The request can only be made on one occasion over the term of this agreement.
- 13.3.3** If over a 3 month period, SRW has made reasonable attempts to arrange a leave plan for excess leave and the leave has not been taken; SRW can direct the employee to take the excess portion of their leave entitlement to ensure adequate rest from work.

13.4 Donating annual leave

An employee may voluntarily elect to donate a portion of his or her annual leave in excess of their 12 month entitlement to another SRW employee who is experiencing terminal or chronic illness.

13.5 Purchased leave

13.5.1 Notwithstanding any other provision of this Agreement, an employee may, with the agreement of the employer, work less than 52 weeks per year. Access to this entitlement may only be granted on application from an employee and cannot be required as a precondition for employment.

13.5.2 Where the employer and an employee agree to a reduction in the number of working weeks for one 12-month period.

13.5.3 The employee will receive additional converted leave as follows:

48/52 weeks Additional 4 weeks leave

49/52 weeks Additional 3 weeks leave

50/52 weeks Additional 2 weeks leave

51/52 weeks Additional 1 weeks leave

13.5.4 An employee may revert to ordinary 52 week employment by giving the employer no less than four weeks written notice. Where an employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

Purchased leave must be used in the year of application. Employees who wish to purchase leave in the following year or at a future date, must reapply in writing to SRW.

13.6 Time in lieu

13.6.1 Time in lieu may accumulate to a maximum of 16 hours. Any employee who has accumulated 16 hours of time in lieu must be paid for any additional hours worked.

13.6.2 By agreement, all or any part of the accumulated converted leave may be paid out.

13.6.3 Upon termination for any reason, the employee will be paid out any time in lieu accrued to his or her credit as if it were time worked.

13.7 Broken service

In determining the entitlement of an employee to annual leave, all periods of paid leave and any public holidays taken shall be included, however service periods where the employee was absent without pay in excess of one month shall not be included.

13.8 Unpaid recreation leave

An employee may request a period of unpaid leave once all credits of annual leave, time-in lieu, ADO and long service leave have been used. Operational resource considerations apply in the granting or refusal of such a request.

13.9 Public holidays

An employee's leave entitlement shall be in addition to any of the public holidays prescribed by this Agreement.

13.10 Proportionate leave on termination

Any employee who leaves the employment of SRW 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 calculated

on the basis of 1/12th of an ordinary week's pay in respect of each completed five working days of continuous service with SRW, for which leave has not previously been granted.

13.11 Annual leave loading

The parties confirm that the SRW Enterprise Agreement No. 2 1996 increased salaries by a dollar amount equivalent to the annual leave loading entitlement derived from the respondent Award, and that annual leave loading is therefore included within the salary rates of pay as specified in the 'Classification Levels and Salary Rates Schedule' (Attachment 2).

14 PERSONAL / CARER'S LEAVE

14.1 Amount of paid personal / carer's leave

14.1.1 The provisions of this clause apply to full-time and regular part-time employees.

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

- a) Personal illness or injury (sick leave); or
- b) Personal illness or injury of an immediate family or household member who requires the employee's care or support (carer's leave); or
- c) An unexpected emergency affecting an immediate family or household member; or
- d) 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.

14.1.3 Personal leave of:

- a) Fifteen days will be available for employees, other than limited tenure employees, in the first year of service and in each subsequent year of service. Limited tenure employees shall be credited with leave on a pro rata basis with a minimum initial credit of ten days; and
- b) An employee's entitlement to paid personal / carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and unused personal / carer's leave accumulates from year to year.

14.2 Immediate family

14.2.1 The entitlement to use personal leave for the purposes of carer's leave is subject to the person being either:

- A member of the employee's immediate family; or
- A member of the employee's household.

14.2.2 The term immediate family includes:

- Spouse (including a former spouse, a de facto partner 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
- Child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling (brother or sister) of the employee or spouse of the employee.

14.3 Use of accumulated personal / carer's leave

14.3.1 An employee is entitled to use accumulated personal / carer's leave for the purposes of this clause where the current year's personal / carer's leave entitlement has been exhausted.

14.3.2 Unused personal / carer's leave shall be cumulative.

14.3.3 For any period of personal / carer's leave exceeding three days continuous absence, an employee shall furnish as soon as is practicable, either a certificate by a registered health practitioner or a statutory declaration setting out the cause of such absence.

Provided that:

- a) In respect of any absence of three days or less, the employee may be required by SRW to furnish at the option of the employee either a certificate by a registered health practitioner, or a statutory declaration, setting out the cause of absence.
- b) The employee shall, wherever practicable, give SRW notice prior to the absence of the 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 shall notify SRW by telephone of such absence at the first opportunity on the day of absence.
- c) If the number of days during which an employee is absent in any one year of service without medical certificates or statutory declarations exceeds five days in aggregate, the number of days absence in excess of five days may be deducted from the employee's recreation leave or be granted any personal / carer's leave without pay, on the employee's election.
- d) Continuous personal / carer's leave with pay shall not be granted to an employee for any period exceeding thirteen weeks unless a registered medical practitioner nominated by SRW certifies that the leave is necessary. Where an employee is continuously absent from duty because of illness beyond a period of thirteen weeks, the employee shall not be permitted to return to duty until the nominated medical practitioner certifies fitness to return to duty.
- e) In calculating service for the purpose of this clause:
- f) All periods of paid leave, including public holidays, shall be counted as service; and
- g) No periods of unpaid leave in excess of four continuous weeks shall count as service.

14.4 Absence on public holidays

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

14.5 Unpaid personal leave

Where an employee has exhausted all paid personal / carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care or support in the circumstances outlined in 16.1.1 (b), (c) or (d). The organisation and the employee will agree on the period. In the absence of agreement the employee is entitled to take up to two (2) days' unpaid carer's leave per occasion.

14.6 Casual employees – Caring responsibilities and Compassionate Leave

14.6.1 Casual employees are entitled to be unavailable to attend work or to leave work:

- If they need to care for members of their immediate family or household who are sick and require care or support, or who require care due to an unexpected emergency, or the birth of a child; or
- Upon the death of an immediate family or household member.

14.6.2 The organisation and the employee will agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of agreement, the employee is entitled to be unavailable to attend work for up to (2) days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

14.6.3 The organisation will require the casual employee to provide satisfactory evidence to support the taking of this leave.

15 COMPASSIONATE LEAVE

15.1 A full-time or part-time- employee is entitled to use up to two days leave on full pay as compassionate leave on each occasion. An employee may take compassionate leave when a member of the employee's immediate family or member of the employee's household as defined under Clause 14.2.2:

- Contracts or develops a personal illness that poses a serious threat to his or her life;
- Sustains a personal injury that poses a serious threat to his or her life; or
- Dies.

15.2 The term immediate family or household member has the same meaning as set out in the definition of personal and carers leave.

15.3 Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.

15.4 Such leave does not have to be taken consecutively.

15.5 SRW will require the employee to provide satisfactory evidence to support the taking of compassionate leave.

15.6 In addition, SRW may also grant up to another three days per event following the death of a direct relative defined as parent, brother, sister, child, spouse and spouses parents.

15.7 Where an employee has exhausted all paid compassionate leave entitlements, SRW may approve additional accrued annual leave or unpaid leave.

15.8 Casual employees are entitled to two days unpaid leave per occasion.

16 PARENTAL LEAVE

- Subject to the terms of this clause employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child.
- The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- An **eligible casual employee** means a casual employee:

- (a) Employed by an employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - (b) Who has a reasonable expectation of ongoing employment, but for the pregnancy or the decision to adopt.
- For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

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

 - (a) The employee or employee's spouse is pregnant; or
 - (b) The employee is or has been immediately absent on parental leave.
 - The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

16.1 Definitions

- 16.1.1** For the purpose of this clause child means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 16.1.2** For the purposes of this clause, spouse includes a de facto spouse, former spouse or former de facto spouse. The employee's "de facto spouse" means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

16.2 Basic entitlement

- 16.2.1** Employees, who have or will have completed at least twelve months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child.
- 16.2.2** For eligible female employees, maternity leave comprises fourteen weeks of paid leave and up to a further 38 weeks leave (made up from other leave entitlements or unpaid leave).
- 16.2.3** Paternity/partner leave comprises one week of paid leave and up to a further 51 weeks unpaid leave if the primary care giver.
- 16.2.4** Adoption leave shall comprise six weeks paid leave and up to a further 46 weeks leave (made up from other leave entitlements or unpaid leave) for the primary care giver employee. For secondary care giver employee, adoption leave shall equal that for paternity leave.
- 16.2.5** An employee who does not satisfy the qualifying service requirement for the paid components of leave shall be entitled to leave without pay for a period not exceeding 52 weeks.
- 16.2.6** Leave available is summarised in the following table:

Type of leave	Paid leave	Unpaid leave	Total combined paid and unpaid
---------------	------------	--------------	--------------------------------

			leave
Maternity leave	14 weeks	38 weeks if primary care giver	52 weeks
Paternity/partner	1 week	51 weeks if primary care giver	52 weeks
Adoption leave – primary care giver	6 weeks	46 weeks	52 weeks
Adoption leave – secondary care giver	1 week	51 weeks unpaid	52 weeks

16.3 Employee Couple – Concurrent Leave

16.3.1 Parental leave is to be available to each one parent at a time in a single unbroken period. Both parents may simultaneously take:

- (a) In the case of paternity/partner leave an employee shall be entitled to a total of 5 days paid leave (which need not be taken consecutively) and up to 2 weeks unpaid leave in connection with the birth of a child for whom he or she has accepted responsibility which may be commenced 1 week prior to the expected date of birth; and
- (b) In the case of short adoption leave for the secondary care giver 1 week’s paid leave and up to 2 weeks unpaid leave which may be commenced at the time of placement.

16.3.2 Subject to 18.7.1(a), the total concurrent leave must be for a period of 8 weeks or less. Where the employer agrees the employee may start concurrent leave earlier or end concurrent leave later than provided for in 18.3.1(a).

16.3.3 The concurrent leave may be taken in separate periods, however each period must not be shorter than two weeks unless otherwise agreed with the employer.

16.4 Maternity leave

16.4.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave.

- (a) Of the expected date of confinement (the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner stating that the employee is pregnant) – the employee must provide at least ten weeks’ notice; and
- (b) Of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – the employee must provide at least four weeks’ notice.

16.4.2 When the employee gives notice under 18.4.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

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

- 16.4.4** Subject to 18.4.1 and unless agreed otherwise between the employer and employee, an employee may begin parental leave at any time within six weeks immediately prior to the expected date of birth.
- 16.4.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 18.10.2 an employer may require the employee to provide a certificate from a registered medical practitioner that she is fit for work in her present position. The employer may require the employee to start maternity leave if the employee:
- (a) Does not give the employer the requested certificate within 7 days after the request; or,
 - (b) Within 7 days after the request for the certificate, gives the employer the medical certificate stating that the employee is unfit to work.
- 16.4.6** Where leave is granted under 18.4.4 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.
- 16.4.7** Personal illness leave and special maternity leave
- (a) Where the pregnancy of an employee, not then on maternity leave, terminates other than by the birth of a living child, the employee must as soon as practicable give notice to the employer of the taking of leave advising the employer of the period, or expected period, of the leave in accordance with the following:
 - (i) Where the pregnancy terminates during the first 20 weeks, during the notified period/s the employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions;
 - (ii) Where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under 18.2.1, and thereafter, to unpaid special maternity leave.
 - (b) If an employee takes leave for a reason outlined in 18.4.7(a)(i) and 18.1.4.7(a)(ii), the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.
 - (c) Where an employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an employee may take any paid personal illness leave to which she is entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions.
- 16.5 Paternity/Partner leave**
- 16.5.1** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity/partner leave, with:
- (a) Evidence (the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner) which names his or her spouse and states that she is pregnant and the expected dated of confinement or states the date on which the birth took place; and

- (b) Written notification of the dates on which he or she proposes to start and finish the period of paternity leave; and
 - (c) A statutory declaration stating:
 - (i) Except in relation to leave taken simultaneously with the child's mother under clause 16.3.1 or clause 16.8.1(a) that he or she will take the period of paternity/partner leave to become the primary care-giver of a child;
 - (ii) Particulars of any period of maternity leave sought or taken by his or her spouse; and
 - (iii) That for the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.
- 16.5.2** The employee will not be in breach of 18.5.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.
- 16.6 Adoption leave**
- 16.6.1** The employee shall be required to provide the employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- 16.6.2** The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- 16.6.3** The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:
 - (a) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or
 - (b) Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- 16.6.4** Generally the employee must apply for leave to the employer at least ten weeks before the date when long adoption leave begins and the period of leave to be taken or 14 days in advance for short adoption leave. An employee may commence adoption leave before providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 16.6.5** Before commencing adoption leave, an employee will provide the employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
 - (a) That the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.
 - (b) Except in relation to leave taken simultaneously with the child's other adoptive parent under clause 16.3.1 or clause 16.8.1(a) that the employee is seeking adoption leave to become the primary care-giver of the child;
 - (c) Particulars of any period of adoption leave sought or taken by the employee's spouse; and

- (d) That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 16.6.6** An employee must provide the employer with confirmation from the adoption agency of the start of the placement.
- 16.6.7** Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately. The employer will then nominate a time, not exceeding four weeks from receipt of notification, for the employee's return to work.
- 16.6.8** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 16.6.9** An employee seeking to adopt a child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations necessary to the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee the employer may require the employee to take such leave instead.
- 16.7 Permanent Care Leave**
- If, pursuant to the Children, Youth and Families Act 2005 (Vic) or any successor to that legislation, an Employee (other than a casual Employee), is granted a permanent care order in relation to the custody or guardianship of a child, the employee will be entitled to 20 days paid leave at a time to be agreed with SRW.
- 16.8 Right to request**
- 16.8.1** An employee entitled to parental leave pursuant to the provisions of clause 16.3.1 may request the employer to allow the employee:
- (a) To extend the period of simultaneous unpaid parental leave provided for in clause 16.3.1 up to a maximum of eight weeks;
 - (b) To extend the period of unpaid parental leave provided for in clause 16.3.1 by a further continuous period of leave not exceeding 12 months;
 - (c) To return from a period of parental leave on a part-time basis until the child reaches school age;
 - (d) To assist the employee in reconciling work and parental responsibilities.
- 16.8.2** The employer shall consider the request having regard to the employee's circumstances and provided the request is genuinely based on the employee's parental responsibilities may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 16.8.3** The employee's request and the employer's decision made under clauses 16.8.1(b) and 16.8.1(c) must be in writing. The employer's response, including details of the reasons for any refusal, must be given as soon as is practicable and no later than 21 days after the request is made.
- 16.8.4** Request to return to work part-time. A request under clause 16.8.1(c) 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.

16.9 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, where an employee takes leave under clause 16.3.1 and 16.8.1(b), an employee may apply to their employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the start of the changed arrangements.

16.10 Parental leave and other entitlements

16.10.1 An employee may in lieu of or in conjunction with parental leave access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 18.7.

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

16.11 Transfer to a safe job

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

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

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

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

16.12 Returning to work after a period of parental leave

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

16.12.2 Subject to clause 16.12.3 an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 18.10 the employee will be entitled to return to the position they held immediately before such transfer.

16.12.3 Where such a 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.

16.13 Replacement employees

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

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

16.14 Consultation and Communication during Parental leave

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

- (a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

16.14.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

16.14.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 18.13.1.

16.15 Keeping in Touch days

- An employee may perform up to ten days of paid work as keeping in touch days while taking unpaid parental leave if:
- The purpose of the work is to keep in touch with their employment in order to facilitate their return to work;
- Both the employee and SRW consent to the employee performing the work on that day; and
- The keeping in touch day is not, if the employee suggests the keeping in touch day, within 14 days after the birth or placement of the child to which the period of leave relates or otherwise, 42 days after the date of birth or date of the placement of the child.

A keeping in touch day does not break the continuity or extend the period of unpaid parental leave and employees will be paid at their usual rate of pay.

17 PRE-NATAL LEAVE

17.1 In addition to the maternity leave and personal/carer's leave provisions available an employee who presents a medical certificate from a doctor stating that she is pregnant will have access to paid leave totalling up to 38 hours per pregnancy to enable her to attend the routine medical appointments associated with pregnancy. A medical certificate must cover each absence.

17.2 The work unit is to be flexible enough to allow such employees the ability to leave work and return on the same day.

17.3 On presentation of a medical certificate stating such, any employee who has a partner who is pregnant will have access to paid leave under this clause totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical

appointments associated with the pregnancy. A medical certificate must cover each absence.

- 17.4** The entitlement of an employee to paid leave under this clause shall be subject to the completion of twelve months' continuous service.

18 **CHILDCARE**

Where staff are required by SRW to work outside their ordinary/rostered hours and where less than 24 hours' notice to perform such overtime has been given by SRW, employees will be reimbursed for reasonable childcare expenses incurred.

Evidence of expenditure so incurred must be provided to SRW as soon as possible after working the relevant period of overtime.

19 **SPECIAL LEAVE**

19.1 **Court attendance**

An employee required under the Juries Act 2000 to appear and serve as a juror in any court shall be entitled to be granted leave with pay for the period of required attendance at court and shall not be required to pay SRW any fees received from the court for serving as a juror.

19.2 **Special sick leave**

- 19.2.1** Where SRW is satisfied that the illness of an employee with at least six months service, is directly attributable to, or is aggravated by, the employee's service with Australian forces, the employee may be granted special sick leave on the following basis:

- (a) The employee shall receive a leave credit of fifteen days special sick leave on full pay per year, subject to a maximum available accumulation at any time of 100 days;
- (b) The application of the above is based on a normal working day of 7.6 hours per day;
- (c) Payment during leave shall be at the employee's ordinary rate of pay, subject to the production of a medical certificate stating that the absence is due to an accepted war service disability; and
- (d) The employee may use normal sick leave credits when the special sick leave credit is exhausted.

- 19.2.2** If an employee is certified to be suffering from pulmonary tuberculosis and to be probably curable or from poliomyelitis, special sick leave may be granted in the following terms: six months on full pay and three months on half pay. In a case of pulmonary tuberculosis, such pay may be conditional on the employee undergoing treatment in an approved clinic. Any leave so granted in excess of the amount standing to the employee's credit shall not be regarded as a debit against the employee. On resumption of duty, such employee shall be entitled to a total initial credit of not less than sixteen days on full pay and sixteen days on half pay.

- 19.2.3** If an employee is certified to be a case of clinically suspected tubercular infection, such employee may be granted leave of absence on full pay for a period not exceeding thirteen weeks. Such pay may be made conditional on the employee undergoing treatment in an approved clinic. Any leave so granted in excess of the amount standing to the credit of the employee shall not be regarded as a debit against such employee.

- 19.2.4** Leave of absence under this sub-clause shall not be granted to any employee who is certified as having suffered from pulmonary tuberculosis prior to being accepted for employment by SRW.
- 19.2.5** Upon report by a medical officer of health that, by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an employee is unable to attend for duty, SRW may grant the employee special paid sick leave.
- 19.2.6** Leave of absence under this sub-clause shall not be granted for any period beyond the earliest date at which it would be practicable for the employee to resume duty, having regard to the restrictions imposed by law.
- 19.3 Workers compensation leave**
- 19.3.1** Where an Employee is absent from duty as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the Accident Compensation Act 1985(Vic) or *Workplace Injury Rehabilitation and Compensation Act 2013*, the Employee will, be entitled to accident make up pay equivalent to his or her normal salary less the amount of weekly compensation payments.
- 19.3.2** The Employer will continue to provide accident make up pay to the Employee for a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours, unless employment ceases.
- 19.3.3** An entitlement to accident make up pay will cease at the end of a period of 52 weeks, or an aggregate of 261 working days, or when employment ceases or when the benefits payable under the Accident Compensation Act 1985 (Vic) or *Workplace Injury Rehabilitation and Compensation Act 2013* cease. No leave shall be granted under this clause which is:
- (a) In excess of a continuous period of 52 weeks; or
 - (b) In excess of an aggregate period of 52 weeks in respect of a particular injury or incapacity.
- 19.3.4** An employee whose employment is terminated during a period for which leave had been granted under this clause shall continue to be paid in accordance with this clause until the cessation of the period of leave which would have been granted had the employment not been terminated. Such period of payment after termination shall not count for the purposes of accrual of any other leave entitlements, nor shall count as a period of service for any purpose.
- 19.3.5** An employee who has been granted leave under this clause shall immediately notify SRW in writing of any claim for damages instituted by the employee in connection with the injury to which such leave relates.
- 19.3.6** If an employee who has received leave under this clause obtains a judgment in settlement of a claim for damages in connection with the injury for which such leave is granted, the employee shall repay any payments made under this clause to the extent that the judgment or settlement specifically compensates the employee for payments made under this clause.
- 19.4 Study Assistance**
- 19.4.1** Training or study approved by SRW and undertaken during ordinary working hours shall be treated as paid training leave. SRW shall not withhold approval for such paid leave unreasonably.
- 19.4.2** Costs associated with approved training or study, including standard fees for prescribed courses (excluding HECS fees) and prescribed textbooks incurred in

connection with the training or study shall be reimbursed by SRW upon production of evidence of such expenditure. Reimbursement of fees shall be on an annual basis or at the completion of the course, whichever occurs first, subject to presentation of reports of satisfactory progress.

- 19.4.3** Additional travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by SRW.
- 19.4.4** SRW may grant to an employee (other than a casual employee) part-time leave of absence for the purpose of acquiring a qualification or studying a course or part of a course to improve his/her career development or aid progression though the award classification, provided that SRW is of the opinion that this is likely to increase the efficiency and career development of the employee.
- 19.4.5** SRW may grant sufficient leave of absence with pay to enable the employee to attend up to a maximum of five hours of lectures and tutorials, having regard to the arrangements which can be reasonably made for apportioning attendance and tutorials between times inside and outside ordinary hours of duty, provided that in special circumstances SRW may grant leave for longer periods as it deems necessary. In addition, reasonable leave with pay for the purpose of travelling to and from classes may be granted.
- 19.4.6** Where such leave of absence has been granted, SRW may also grant up to a total of 38 hours leave with pay in any one calendar year for the purpose of attending compulsory assessments and/or examinations associated with the course of study.
- 19.4.7** Leave granted under this clause shall be included as service for the purpose of recreation, personal and long service leave.
- 19.4.8** SRW may at its discretion reimburse all or part of other costs associated with an approved course of study.
- (a) An employee who undertakes an approved course of study may have compulsory fees pertaining to the enrolment, excluding supplementary examination, late enrolment and late examination entry fees, reimbursed.
 - (b) Claims for payment must be made as subjects are passed and within two months of the date of the examination, provided that all claims must be accompanied by official receipts and official statements of examination results.
- 19.4.9** SRW supports core skill training on a business needs basis. New staff will be provided with instruction and training in order to carry out their jobs in a competent and safe manner.

20 LONG SERVICE LEAVE

20.1 Basic Entitlement

An employee is entitled to the equivalent of three months long service leave with pay for each period of ten years of continuous service.

20.2 Arrangements

- 20.2.1** An employee may access this entitlement, on a pro-rata basis, after an initial 7 years of continuous service, and annual pro-rata credits thereafter.
- 20.2.2** An employee who with not less than 7 completed years of service resigns or whose services are terminated shall, upon written application, 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.

- 20.2.3** Where the services of an employee with not less than four completed years of service is terminated on account of retirement, ill health, retrenchment, or by death, the employee or the legal personal representative of the employee shall receive payment of a sum representing pay for service equal to 1/40th of the period of service.
- 20.2.4** Any public holiday occurs during the period of long service leave shall not be regarded as part of the leave and SRW shall grant to the employee a day off in lieu.
- 20.2.5** In calculating the period of service, there shall be included:
- Any period of leave including leave due to war disabilities
 - Unpaid sick leave up to a maximum of 26 weeks
 - Any period on Workcover for which accident make up payments are made, for a maximum of 12 months
 - Acknowledged prior service as defined in Water (Long Service Leave) Regulations 2011
 - Such other leave as SRW may determine in a particular case.
- 20.2.6** Long Service Leave shall be taken at times which are convenient to the needs of SRW but as far as is practicable the wishes of the employee shall be considered when fixing the time for taking of leave.
- 20.2.7** The parties are agreed that no business should continue to enlarge its long service liability indefinitely and that long service leave is intended to be taken when it falls due. To achieve these objectives in the future, employees will be required to take the long service leave within five years of being earned. This does not require the employee to take leave accrued in previous periods prior to our Enterprise Agreement that was certified in 1996.
- 20.2.8** Long Service Leave granted with pay shall be paid at the employee's ordinary rate of pay, as defined. Where the length of service prescribed in this clause includes periods of time less than full time service, (including prior service recognised under this clause - above), calculation and payment of such periods of service shall be on a pro rata basis.
- 20.2.9** At the request of the employee, the whole or part of long service leave may be taken as half pay for a period equal to twice the whole or part of the period. The above amount shall be payable fortnightly except that on the request of the employee and with the agreement of SRW 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 that occurs during the leave period.
- 20.3 Employee relations training**
- 20.3.1** An employee who has been nominated as an employee representative and has been accepted by a training provider to attend an employee relations training course may be granted up to five days leave on full pay in any one calendar year, provided that the operating requirements of SRW would not be seriously affected by the granting of such leave.
- 20.3.2** The employee may be granted the leave above where SRW is satisfied that the course of training is likely to contribute to a better understanding of industrial/employee relations, occupational health and safety, safe work practices, knowledge of relevant industrial instruments and legislation, and the upgrading of employee skills in all aspects of employee representative functions.

- 20.3.3** An employee may be granted paid leave under this clause in excess of five days and up to ten days in any one year, subject to total leave granted in that year and in the subsequent year not exceeding ten days.
- 20.3.4** An employee upon election as a health and safety representative shall be granted up to five days paid leave as soon as practicable after election, to undertake an introductory health and safety representatives course, having regard to course places and SRW's operations. Leave under this provision shall be in addition to other leave granted under this clause.

21 COSTS OF EMPLOYMENT RELATED LEGAL EXPENSES

- 21.1** If an employee is required to attend a coroner's inquest on matters which directly arise from the performance of the employee's duties, SRW must meet the employee's reasonable legal costs relating to appearance at or representation before the Coroner's Court.
- 21.2** Where legal proceedings are initiated against an employee as a direct consequence of the employee legitimately and properly performing his or her duties, SRW will not unreasonably withhold agreement to meet the employee's reasonable legal costs relating to the defence of such proceedings.
- 21.3** Where, as a direct consequence of the employee legitimately and properly performing his or her duties, it is necessary to obtain an intervention order or similar remedy against a client, SRW will not unreasonably withhold agreement to meet the employee's reasonable legal costs in obtaining the order or other remedy.
- 21.4** An application to meet an employee's reasonable legal costs will be dealt with expeditiously by the level of management responsible for deciding the matter.

22 PROFESSIONAL INDEMNITY INSURANCE

SRW will defend and indemnify the employee against any action, liability claim or demand arising out of anything done by the employee in good faith in the course of his or her employment duties.

ATTACHMENT 1 – CLASSIFICATION LEVELS AND SALARY RATES SCHEDULE

Attachment 1.1

SOUTHERN RURAL WATER								
SALARY RATES								
Effective at 27th October 2014								
WATER/BUSINESS/TECHNICAL					PROFESSIONAL			
Classification	Level	Salary Rate	Fortnightly Rate	Hourly Rate	Classification	Level	Salary Rate	Hourly Rate
Band A	1	\$ 38,451.56	1,473.84	19.3927	-	1		
	2	\$ 41,015.80	1,572.13	20.6859	-	2		
	3	\$ 43,996.41	1,686.38	22.1892	-	3		
	4	\$ 46,195.87	1,770.68	23.2985	-	4		
	5	\$ 48,509.32	1,859.36	24.4652	-	5		
	6	\$ 50,925.97	1,951.99	25.6840	-	6		
Band B	7	\$ 53,373.82	2,045.81	26.9186	Band B	7	\$ 53,373.82	26.9186
	8	\$ 54,685.33	2,096.08	27.5800		8	\$ 54,685.33	27.5800
	9	\$ 56,025.65	2,147.46	28.2560		9	\$ 56,025.65	28.2560
	10	\$ 58,825.07	2,254.76	29.6679		10	\$ 58,825.07	29.6679
	11	\$ 61,766.08	2,367.49	31.1511		11	\$ 61,766.08	31.1511
Band C	12	\$ 64,704.70	2,480.12	32.6332	Band C	12	\$ 64,704.70	32.6332
	13	\$ 67,944.49	2,604.30	34.2672		13	\$ 67,944.49	34.2672
	14	\$ 71,340.28	2,734.46	35.9798		14	\$ 71,340.28	35.9798
	15	\$ 74,905.25	2,871.11	37.7778		15	\$ 74,905.25	37.7778
Band D	16	\$ 78,475.02	3,007.94	39.5781	Band D	16	\$ 78,475.02	39.5781
	17	\$ 82,398.78	3,158.34	41.5571		17	\$ 82,398.78	41.5571
	18	\$ 84,418.25	3,235.74	42.5756		18	\$ 84,418.25	42.5756
	19	\$ 86,515.71	3,316.14	43.6334		19	\$ 86,515.71	43.6334
	20	\$ 90,842.64	3,481.99	45.8156		20	\$ 90,842.64	45.8156
Band E	21	\$ 95,051.97	3,643.33	47.9386	Band E	21	\$ 95,051.97	47.9386
	22	\$ 98,945.73	3,792.58	49.9024		22	\$ 98,945.73	49.9024
	23	\$102,874.28	3,943.16	51.8837		23	\$102,874.28	51.8837
Band F	24	\$106,789.63	4,093.23	53.8584	Band F	24	\$106,789.63	53.8584

Attachment 1.2

SOUTHERN RURAL WATER								
SALARY RATES								
Effective at 1st July 2015								
WATER/BUSINESS/TECHNICAL					PROFESSIONAL			
Classification	LEVEL	SALARY RATE	FORTNIGHTLY RATE	HOURLY RATE	Classification	LEVEL	SALARY RATE	HOURLY RATE
Band A	1	\$ 38,643.82	1,481.21	19.4896	-	1		
	2	\$ 41,220.88	1,579.99	20.7894	-	2		
	3	\$ 44,216.39	1,694.81	22.3001	-	3		
	4	\$ 46,426.85	1,779.54	23.4149	-	4		
	5	\$ 48,751.87	1,868.65	24.5876	-	5		
	6	\$ 51,180.60	1,961.75	25.8125	-	6		
Band B	7	\$ 53,640.69	2,056.04	27.0532	Band B	7	\$ 53,640.69	27.0532
	8	\$ 54,958.76	2,106.56	27.7179		8	\$ 54,958.76	27.7179
	9	\$ 56,305.78	2,158.19	28.3973		9	\$ 56,305.78	28.3973
	10	\$ 59,119.20	2,266.03	29.8162		10	\$ 59,119.20	29.8162
	11	\$ 62,074.91	2,379.32	31.3069		11	\$ 62,074.91	31.3069
Band C	12	\$ 65,028.22	2,492.52	32.7964	Band C	12	\$ 65,028.22	32.7964
	13	\$ 68,284.21	2,617.33	34.4385		13	\$ 68,284.21	34.4385
	14	\$ 71,696.98	2,748.14	36.1597		14	\$ 71,696.98	36.1597
	15	\$ 75,279.78	2,885.47	37.9667		15	\$ 75,279.78	37.9667
Band D	16	\$ 78,867.40	3,022.98	39.7760	Band D	16	\$ 78,867.40	39.7760
	17	\$ 82,810.77	3,174.13	41.7648		17	\$ 82,810.77	41.7648
	18	\$ 84,840.34	3,251.92	42.7884		18	\$ 84,840.34	42.7884
	19	\$ 86,948.29	3,332.72	43.8516		19	\$ 86,948.29	43.8516
	20	\$ 91,296.85	3,499.40	46.0447		20	\$ 91,296.85	46.0447
Band E	21	\$ 95,527.23	3,661.55	48.1783	Band E	21	\$ 95,527.23	48.1783
	22	\$ 99,440.46	3,811.54	50.1519		22	\$ 99,440.46	50.1519
	23	\$103,388.65	3,962.88	52.1431		23	\$103,388.65	52.1431
Band F	24	\$107,323.58	4,113.70	54.1276	Band F	24	\$107,323.58	54.1276

Attachment 1.3

SOUTHERN RURAL WATER								
SALARY RATES								
Effective at 1st October 2015								
WATER/BUSINESS/TECHNICAL					PROFESSIONAL			
Classification	LEVEL	SALARY RATE	FORTNIGHTLY RATE	HOURLY RATE	Classification	LEVEL	SALARY RATE	HOURLY RATE
Band A	1	\$ 39,636.97	1,519.28	19.9905	-	1		
	2	\$ 42,280.26	1,620.60	21.3237	-	2		
	3	\$ 45,352.75	1,738.37	22.8732	-	3		
	4	\$ 47,620.02	1,825.27	24.0167	-	4		
	5	\$ 50,004.79	1,916.68	25.2195	-	5		
	6	\$ 52,495.94	2,012.16	26.4758	-	6		
Band B	7	\$ 55,019.25	2,108.88	27.7484	Band B	7	\$ 55,019.25	27.7484
	8	\$ 56,371.20	2,160.70	28.4303		8	\$ 56,371.20	28.4303
	9	\$ 57,752.83	2,213.66	29.1271		9	\$ 57,752.83	29.1271
	10	\$ 60,638.56	2,324.27	30.5825		10	\$ 60,638.56	30.5825
	11	\$ 63,670.24	2,440.47	32.1115		11	\$ 63,670.24	32.1115
Band C	12	\$ 66,699.45	2,556.58	33.6392	Band C	12	\$ 66,699.45	33.6392
	13	\$ 70,039.12	2,684.59	35.3236		13	\$ 70,039.12	35.3236
	14	\$ 73,539.59	2,818.76	37.0890		14	\$ 73,539.59	37.0890
	15	\$ 77,214.47	2,959.62	38.9424		15	\$ 77,214.47	38.9424
Band D	16	\$ 80,894.29	3,100.67	40.7983	Band D	16	\$ 80,894.29	40.7983
	17	\$ 84,939.01	3,255.70	42.8382		17	\$ 84,939.01	42.8382
	18	\$ 87,020.74	3,335.50	43.8881		18	\$ 87,020.74	43.8881
	19	\$ 89,182.86	3,418.37	44.9785		19	\$ 89,182.86	44.9785
	20	\$ 93,643.18	3,589.33	47.2281		20	\$ 93,643.18	47.2281
Band E	21	\$ 97,982.28	3,755.65	49.4164	Band E	21	\$ 97,982.28	49.4164
	22	\$101,996.08	3,909.50	51.4408		22	\$101,996.08	51.4408
	23	\$106,045.74	4,064.72	53.4832		23	\$106,045.74	53.4832
Band F	24	\$110,081.79	4,219.42	55.5187	Band F	24	\$110,081.79	55.5187

Attachment 1.4

SOUTHERN RURAL WATER								
SALARY RATES								
Effective at 1st July 2016								
WATER/BUSINESS/TECHNICAL					PROFESSIONAL			
Classification	LEVEL	SALARY RATE	FORTNIGHTLY RATE	HOURLY RATE	Classification	LEVEL	SALARY RATE	HOURLY RATE
Band A	1	\$ 39,835.15	1,526.88	20.0905	-	1		
	2	\$ 42,491.66	1,628.70	21.4303	-	2		
	3	\$ 45,579.52	1,747.06	22.9876	-	3		
	4	\$ 47,858.12	1,834.40	24.1368	-	4		
	5	\$ 50,254.82	1,926.26	25.3455	-	5		
	6	\$ 52,758.42	2,022.22	26.6082	-	6		
Band B	7	\$ 55,294.35	2,119.43	27.8872	Band B	7	\$ 55,294.35	27.8872
	8	\$ 56,653.06	2,171.51	28.5724		8	\$ 56,653.06	28.5724
	9	\$ 58,041.60	2,224.73	29.2727		9	\$ 58,041.60	29.2727
	10	\$ 60,941.75	2,335.89	30.7354		10	\$ 60,941.75	30.7354
	11	\$ 63,988.59	2,452.68	32.2720		11	\$ 63,988.59	32.2720
Band C	12	\$ 67,032.94	2,569.37	33.8074	Band C	12	\$ 67,032.94	33.8074
	13	\$ 70,389.31	2,698.01	35.5002		13	\$ 70,389.31	35.5002
	14	\$ 73,907.29	2,832.86	37.2745		14	\$ 73,907.29	37.2745
	15	\$ 77,600.54	2,974.42	39.1371		15	\$ 77,600.54	39.1371
Band D	16	\$ 81,298.76	3,116.17	41.0023	Band D	16	\$ 81,298.76	41.0023
	17	\$ 85,363.70	3,271.98	43.0524		17	\$ 85,363.70	43.0524
	18	\$ 87,455.84	3,352.17	44.1075		18	\$ 87,455.84	44.1075
	19	\$ 89,628.78	3,435.46	45.2034		19	\$ 89,628.78	45.2034
	20	\$ 94,111.40	3,607.28	47.4642		20	\$ 94,111.40	47.4642
Band E	21	\$ 98,472.19	3,774.43	49.6635	Band E	21	\$ 98,472.19	49.6635
	22	\$102,506.06	3,929.05	51.6980		22	\$102,506.06	51.6980
	23	\$106,575.97	4,085.05	53.7506		23	\$106,575.97	53.7506
Band F	24	\$110,632.20	4,240.52	55.7963	Band F	24	\$110,632.20	55.7963

Attachment 1.5

SOUTHERN RURAL WATER								
SALARY RATES								
Effective at 1st October 2016								
WATER/BUSINESS/TECHNICAL					PROFESSIONAL			
Classification	LEVEL	SALARY RATE	FORTNIGHTLY RATE	HOURLY RATE	Classification	LEVEL	SALARY RATE	HOURLY RATE
Band A	1	\$ 40,858.91	1,566.12	20.6068	-	1		
	2	\$ 43,583.69	1,670.56	21.9810	-	2		
	3	\$ 46,750.91	1,791.96	23.5784	-	3		
	4	\$ 49,088.07	1,881.54	24.7571	-	4		
	5	\$ 51,546.37	1,975.77	25.9969	-	5		
	6	\$ 54,114.31	2,074.20	27.2920	-	6		
Band B	7	\$ 56,715.41	2,173.90	28.6039	Band B	7	\$ 56,715.41	28.6039
	8	\$ 58,109.04	2,227.31	29.3068		8	\$ 58,109.04	29.3068
	9	\$ 59,533.27	2,281.90	30.0250		9	\$ 59,533.27	30.0250
	10	\$ 62,507.96	2,395.92	31.5253		10	\$ 62,507.96	31.5253
	11	\$ 65,633.10	2,515.71	33.1014		11	\$ 65,633.10	33.1014
Band C	12	\$ 68,755.69	2,635.40	34.6763	Band C	12	\$ 68,755.69	34.6763
	13	\$ 72,198.32	2,767.35	36.4125		13	\$ 72,198.32	36.4125
	14	\$ 75,806.71	2,905.66	38.2324		14	\$ 75,806.71	38.2324
	15	\$ 79,594.87	3,050.86	40.1429		15	\$ 79,594.87	40.1429
Band D	16	\$ 83,388.14	3,196.26	42.0560	Band D	16	\$ 83,388.14	42.0560
	17	\$ 87,557.55	3,356.07	44.1588		17	\$ 87,557.55	44.1588
	18	\$ 89,703.45	3,438.32	45.2411		18	\$ 89,703.45	45.2411
	19	\$ 91,932.24	3,523.75	46.3652		19	\$ 91,932.24	46.3652
	20	\$ 96,530.06	3,699.99	48.6840		20	\$ 96,530.06	48.6840
Band E	21	\$101,002.93	3,871.43	50.9399	Band E	21	\$101,002.93	50.9399
	22	\$105,140.46	4,030.02	53.0266		22	\$105,140.46	53.0266
	23	\$109,314.97	4,190.03	55.1320		23	\$109,314.97	55.1320
Band F	24	\$113,475.45	4,349.50	57.2303	Band F	24	\$113,475.45	57.2303

Attachment 1.6

SOUTHERN RURAL WATER								
SALARY RATES								
Effective at 1st July 2017								
WATER/BUSINESS/TECHNICAL					PROFESSIONAL			
Classification	LEVEL	SALARY RATE	FORTNIGHTLY RATE	HOURLY RATE	Classification	LEVEL	SALARY RATE	HOURLY RATE
Band A	1	\$ 41,063.21	1,573.95	20.7098	-	1		
	2	\$ 43,801.61	1,678.91	22.0909	-	2		
	3	\$ 46,984.67	1,800.92	23.6963	-	3		
	4	\$ 49,333.51	1,890.95	24.8809	-	4		
	5	\$ 51,804.10	1,985.65	26.1269	-	5		
	6	\$ 54,384.89	2,084.57	27.4285	-	6		
Band B	7	\$ 56,998.99	2,184.76	28.7469	Band B	7	\$ 56,998.99	28.7469
	8	\$ 58,399.58	2,238.45	29.4533		8	\$ 58,399.58	29.4533
	9	\$ 59,830.93	2,293.31	30.1752		9	\$ 59,830.93	30.1752
	10	\$ 62,820.49	2,407.90	31.6829		10	\$ 62,820.49	31.6829
	11	\$ 65,961.26	2,528.29	33.2669		11	\$ 65,961.26	33.2669
Band C	12	\$ 69,099.47	2,648.58	34.8497	Band C	12	\$ 69,099.47	34.8497
	13	\$ 72,559.31	2,781.19	36.5946		13	\$ 72,559.31	36.5946
	14	\$ 76,185.74	2,920.19	38.4236		14	\$ 76,185.74	38.4236
	15	\$ 79,992.85	3,066.12	40.3436		15	\$ 79,992.85	40.3436
Band D	16	\$ 83,805.08	3,212.24	42.2663	Band D	16	\$ 83,805.08	42.2663
	17	\$ 87,995.34	3,372.85	44.3796		17	\$ 87,995.34	44.3796
	18	\$ 90,151.97	3,455.52	45.4673		18	\$ 90,151.97	45.4673
	19	\$ 92,391.90	3,541.37	46.5970		19	\$ 92,391.90	46.5970
	20	\$ 97,012.71	3,718.49	48.9275		20	\$ 97,012.71	48.9275
Band E	21	\$101,507.94	3,890.79	51.1946	Band E	21	\$101,507.94	51.1946
	22	\$105,666.16	4,050.17	53.2917		22	\$105,666.16	53.2917
	23	\$109,861.54	4,210.98	55.4076		23	\$109,861.54	55.4076
Band F	24	\$114,042.83	4,371.25	57.5164	Band F	24	\$114,042.83	57.5164

Attachment 2 – classification band standards

1.1 BUSINESS SERVICES BAND A

1.1.1 Definition

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

1.1.2 Features

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

1.1.3 Qualifications and experience

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

1.2 BUSINESS SERVICES BAND B

1.2.1 Definition

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

1.2.2 Features

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

1.2.3 Qualifications and experience

Employees entering this band would either:

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

1.2.4 Key difference from Band A

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

1.3 BUSINESS SERVICES BAND C

1.3.1 Definition

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

1.3.2 Features

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

1.3.3 Qualifications and experience

Employees entering this band would have at least six years of relevant work experience, and, preferably to have completed or undertaking studies in a relevant field of business management.

1.3.4 Key differences from Band B

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

1.4 BUSINESS SERVICES BAND D

1.4.1 Definition

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

1.4.2 Features

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

1.4.3 Qualifications and experience

Employees in this band may have:

- (a) An appropriate tertiary qualification recognised by the appropriate institute, for positions exercising statutory functions; or
- (b) An approved tertiary qualification (or studies towards the completion of) supplemented by years of relevant experience; or
- (c) Extensive relevant experience.
- (d) In addition, the employee should possess some years of relevant experience.

1.4.4 Key Differences from Band C

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

1.5 BUSINESS SERVICES GRADE E

1.5.1 Definition

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

1.5.2 Features

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

1.5.3 Qualifications and experience

Employees in this grade may have:

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

1.5.4 Key differences from Band D

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

1.6 BUSINESS SERVICES GRADE F

1.6.1 Definition

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

1.6.2 Features

Positions usually would be accountable on a line, functional or advisory basis for a number of associated operations, policies or practices requiring major ongoing integration. The work demands the conception, identification and development of ideas and/or considering alternative courses of action, devising action plans and advancing new approaches. Managers would receive direction in terms of results to be achieved, with methods being suggested, but seldom specified. In all cases, performance will be measured against identified objectives and targets.

A person in this band would provide expert advice/opinion to senior management, and the stature of such advice is that only other specialists would be competent to provide an alternative or challenge such. Would possess well developed conceptual, analytical and interpersonal skills, with the ability to effectively represent SRW's interests, and ensure such are preserved.

1.6.3 Qualifications and experience

Employees in this grade may have:

- (a) An appropriate tertiary qualification recognised by the appropriate institute, for positions exercising statutory functions; or
- (b) An approved tertiary qualification (or studies towards the completion of) supplemented by years of relevant experience; or
- (c) Post graduate training in management or a speciality area; or
- (d) Extensive relevant experience at a senior level in a speciality or functional area.
- (e) In addition to the above, it is expected that employees in this band would have undertaken a range of identified management development programs.

1.6.4 Key differences from Grade E

Employees in this grade undertake more complex work that has a greater impact on policy/program development and focus of SRW and/or manages a more diverse business function, requiring the coordination of a number of significant work activities. Employees are also expected to make a positive contribution to corporate performance and identification of new policies, programs and strategies. Employees would operate with a high degree of autonomy.

2.1 PROFESSIONAL SERVICES BAND B

2.1.1 Definition

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

2.1.2 Features

The nature and scope of work undertaken requires a good understanding of relevant professional principles, techniques and methods gained through tertiary studies and some work experience in their professional application. Receives instructions and professional direction on work to be undertaken and broadly, on the techniques and methods to be applied. Work is assessed on completion, for professional accuracy and quality, and

professional advice and guidance is always available to assist progress. The position may be required to check the work of and assist technical employees or contractors. Work may involve the preparation of detailed reports on project activities. Ongoing communication with peers and managers regarding project related issues or to identify or recommend opportunities for the improvement of operating methods or procedures, is required in this band.

2.1.3 Qualifications and experience

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

2.2 PROFESSIONAL SERVICES BAND C

2.2.1 Definition

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

2.2.2 Features

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

Tasks of a novel, complex or critical nature would normally require a greater degree of support from a more experienced employee. The position may be used as a point of advice and reference in a particular professional area, which would involve liaison with peers, managers, other professional groups and other organisations and ongoing professional development in the area.

2.2.3 Qualifications and experience

Employees entering this band have completed a Degree in an appropriate field or are eligible for membership of an approved professional body, normally combined with at least six years of relevant professional/industry experience.

2.2.4 Key Differences from Band B

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

2.3 PROFESSIONAL SERVICES BAND D

2.3.1 Definition

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

2.3.2 Features

The nature and scope of work requires significant professional expertise and extensive experience in the professional area. Broad objectives are defined in this band and performance is measured in terms of the achievement of those objectives.

Professional and business management expertise is applied to the resolution of complex professional and business problems and to effective project/programme management. The management task requires incumbents in this band to negotiate resource allocation issues and to maximise the utilisation and development of professional employees. Incumbents would be required to apply innovative strategies to professional and resource management issues with programs managed, or in the area of expert advice provided. The incumbent would liaise internally and with outside organisations on matters of considerable complexity and importance. In this band, incumbents would develop techniques and processes that will affect the way work is performed beyond the immediate work environment. Advice provided in the area of expertise would be regarded as authoritative in that field.

2.3.3 Qualifications and experience

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

2.3.4 Key differences from Band C

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

2.4 PROFESSIONAL SERVICES GRADE E

2.4.1 Definition

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

2.4.2 Features

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

2.4.3 Qualifications and experience

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

2.4.4 Key differences from Band D

Employees in this band are typically required to simultaneously manage a number of different functions, operations or programmes, whose output contributes directly to the achievement of corporate objectives. Incumbents would initiate policy/strategy development and would be

involved in the development of corporate policy. Significant professional expertise is required to support the provision of authoritative advice and opinion on behalf of SRW. Incumbents would be well informed regarding relevant industry initiatives and developments, and able to advise SRW on their impact and/or implementation.

2.5 PROFESSIONAL SERVICES GRADE F

2.5.1 Definition

The management of a significant multi-disciplinary operational unit or program(s) which impacts on the achievement of corporate objectives and performance targets, or provides a high level of strategic advice which is authoritative in the industry

2.5.2 Features

The nature and scope of work emphasises line, functional or advisory accountability with key corporate performance requirements. Incumbents would represent SRW both nationally and internationally and would be recognised in the industry in their area of professional expertise. Incumbents in this band would undertake complex and significant policy development activities at a corporate level and in their area of accountability. The work demands the conception, identification and development of alternative and new approaches.

The management task in this band requires the development and direction of operating plans and budgets, and the monitoring of performance against objectives and targets. Incumbents would possess well developed conceptual, analytical and interpersonal skills, with the ability to effectively represent SRW.

2.5.3 Qualifications and experience

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

2.5.4 Key differences from Grade E

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

3.1 TECHNICAL SERVICES BAND A

3.1.1 Definition

Under supervision, performs simple to straightforward technical or related tasks using well established techniques and practices.

3.1.2 Features

The tasks call for some subject matter knowledge and some minor decision making within the confines of that knowledge. Direction is regular in that a person is told what is to be done and is given any necessary guidance on how to do it. Work is under regular inspection or technical supervision and the final product is usually checked. Occupants require communication skills (and where appropriate written skills), with clients, members of the public, supervisors and other employees, as well as the ability to work as a team member.

3.1.3 Qualifications and Experience

Employees in this band would possess certain pre-entry educational requirements relative to the field of work, usually a minimum standard of Year 11 with passes in prescribed and

relative subjects. He/she, after initial induction and on-the-job training, is expected to progress toward appropriate certificate studies.

3.2 TECHNICAL SERVICES BAND B

3.2.1 Definition

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

3.2.2 Features

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

3.2.3 Qualifications and experience

Employees entering this band would normally have completed a Certificate of Technology or equivalent in the relevant field supplemented with at least three years relevant experience.

3.2.4 Key differences with Band A

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

3.3 TECHNICAL SERVICES BAND C

3.3.1 Definition

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

3.3.2 Features

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

3.3.3 Qualifications and experience

Employees entering this band would normally have completed a relevant Certificate and normally have made substantial progress towards completion of a Diploma in the relevant field or equivalent supplemented with at least six years relevant experience.

3.3.4 Key differences with Band B

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

3.4 TECHNICAL SERVICES BAND D

3.4.1 Definition

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

3.4.2 Features

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

3.4.3 Qualifications and experience

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

3.4.4 Key differences from Band C

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

4.1 WATER SERVICES BAND A

4.1.1 Definition

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

4.1.2 Features

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

4.1.3 Qualifications and experience

While no minimum schooling qualification pre-requisites exist, it is preferred that applicants would possess either Year 11 or an equivalent qualification, together with some experience. If an employee is required, as a part of his/her duties, to undertake duties requiring a specific certificate or qualification, such must be possessed by the employee concurrently, together with appropriate experience.

4.2 WATER SERVICES BAND B

4.2.1 Definition

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

4.2.2 Features

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

4.2.3 Qualifications & experience

Employees entering this band, and depending upon his/her stream of work, would normally have made substantial progress towards completion of an appropriate Certificate supplemented by at least three years relevant experience.

4.2.4 Key differences from Band A

The work of a Band B employee requires a more comprehensive knowledge of the system and there is greater latitude to determine work activities and methods, to plan and program work, to operate computer-based systems, to supervise employees and to provide on-the-job training and guidance. There is a requirement to initiate and recommend improvements to the system that will also require the use of judgemental/initiative skills.

4.3 WATER SERVICES BAND C

4.3.1 Definition

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

4.3.2 Features

Working to broad guidelines, employees would be expected to set standards of performance, and to adapt procedures to accommodate local conditions or to improve efficiency. The tasks call for knowledge of a number of different water supply systems or structures, or the operation and maintenance of complex equipment, or to possess technical knowledge relating to water services.

Employees could be seen as having significant expertise in their particular field, and be used as a reference on the subject matter. This could involve interaction with other related fields, groups, customers and the public. An occupant would be expected to resolve problems encountered on-site, and to recommend changes that would improve the unit's productivity. The works program may include components of construction, minor and major maintenance,

and operations, and be varied by the occupant, in response to changes in priorities, environmental conditions or availability of funds. Employees in this band are required to determine the daily work activities of the unit, project or storage and have responsibility for formulating and monitoring the works program and budget. Employees may chair committee meetings or hold discussions with Water Boards and Advisory Committees to ascertain operational requirements and resolve service delivery problems. Personnel matters such as employee selection and training, the preparation of rosters and the deployment of employees are managed in this band. The occupant would be expected to keep abreast of developments in his/her field of work.

4.3.3 Qualifications and experience

Employees entering this band would normally have completed a relevant Certificate, and may have progressed toward a Level IV Certificate, supplemented by at least six years of relevant experience.

4.3.4 Key differences from Band B

There is greater latitude for the Band C employee to determine work activities and methods and to manage employees. Instructions are generally in the form of a clear statement of objectives rather than being told the tasks to be performed. Components of the water supply system are more complex to operate and maintain, or are more varied, and there is a requirement to recommend improvements to the system. The Band C employee is required to determine needs and provide formal on-the-job training for subordinates.

4.4 WATER SERVICES BAND D

4.4.1 Definition

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

4.4.2 Features

The work in this band involves the management of a diverse and inter-related system employing a broad range of personnel. There may be features that add to the complexity of operations, such as the use of natural carriers, or there may be a requirement to develop new procedures that are then applied in other districts. Features that may not be present in smaller districts include extensive commercial enterprise, storages, salinity control works and flood mitigation. The employee would participate in, or chair, Advisory Committee meetings, and represent the Corporation on inter agency negotiations. Employees shall determine the district works program, resolve conflicting priorities between functional areas, coordinate activities and deploy employees. The position involves employee management and the assessment of work standards and provision of training.


4.4.3 Qualifications and experience

Employees in this band would normally have completed a Level IV Certificate, supplemented by extensive operational and supervisory experience.

4.4.4 Key differences from Band C

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

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