

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/378

TITLE: **Western Murray Irrigation Limited Enterprise Agreement
2004**

I.R.C. NO: IRC5/3153

DATE APPROVED/COMMENCEMENT: 20 July 2005 / 1 July 2004

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/242.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 40

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Western Murray Irrigation Limited located at 5 Tapio Street, Dareton NSW 2717, who are engaged on or in connection with Road Maintenance in NSW, who fall within the coverage of the following awards, General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, Clerical and Administrative Employees (State) Award and the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Western Murray Irrigation Limited -&- The Australian Workers' Union, New South Wales

Western Murray Irrigation Limited Enterprise Agreement 2004

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1. TITLE

This Agreement shall be known as the Western Murray Irrigation Limited Enterprise Agreement 2004.

2. DATE AND PERIOD OF OPERATION

This Agreement shall commence from the first pay after 1 July 2004, and shall remain in force until 30 June 2007.

3. PARTIES BOUND

The parties to this Agreement are:

- a. Western Murray Irrigation Limited (WMI);
- b. Each person employed from time to time by WMI in a capacity covered by this Agreement as per Appendix Two, and;
- c. Australian Workers' Union, New South Wales.

4. ANTI DISCRIMINATION

- a. It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.
- b. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- c. Under the *Anti-Discrimination Act, 1977* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

d. Nothing in this clause is to be taken to affect:

- i. any conduct or act which is specifically exempted from anti-discrimination legislation
- i. Offering or providing junior rates of pay to persons under 21 years of age.
- ii. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
- iii. A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

e. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Note:

- Employers and Employees may also be subject to Commonwealth Anti-Discrimination Legislation.
- Section 56(d) of the *Anti – Discrimination Act 1977* provides:

Nothing in the Act effects...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

5. AGREEMENT TO BE AVAILABLE TO EMPLOYEES

Copies of the Agreement will be made available on request to all employees covered by this Agreement.

6. REVIEW OF AGREEMENT

The parties agree that negotiations for the next Agreement shall commence not less than six months prior to the expiration of this Agreement.

Failing the successful renegotiation of an Agreement at the completion of this Agreement, the terms and conditions of this Agreement shall apply, with the salary levels increased by the Consumer Price Index (Weighted average of eight capital cities, All groups, for the period Sept Qtr 2006 to June Qtr 2007 inclusive) as published by the Australian Bureau of Statistics, effective from 1 July 2007.

7. EQUAL EMPLOYMENT OPPORTUNITY

WMI is committed to providing an Equal Employment Opportunity work environment. All appointments and promotions will be based on merit via the objective assessment of critical performance criteria. All relevant state and federal legislation in this area will be observed and adhered to by WMI.

8. DEFINITIONS

- a. “Agreement” means **Western Murray Irrigation Limited Enterprise Agreement 2004**.
- b. “Employer” shall mean Western Murray Irrigation Limited, a.k.a. WMI.

- c. "Union" shall mean The Australian Workers' Union New South Wales.
- d. "Best Practice" shall mean performance of a job in the best possible way, measured against national and/or international standards of quality, cost and timeliness.
- e. "Ordinary Prescribed Rate" means the rate of pay as set out in **Clause 18** salary rates of this Agreement applicable to the employees' classification.
- f. "Consultation" means the discussion and exchange of information with the aim of deriving a mutually agreed outcome.
- g. "Casual Employee" means an employee engaged by the hour and paid as such, in accordance with **Clause 14c** Casual Employment.
- h. "General Manager" means the WMI General Manager or the authorised person acting in the position.

9. STATEMENT OF PURPOSE

The purpose of this Agreement is to provide for productivity improvements, cost efficiencies and a framework for a process of continuous improvement.

- a. The parties are committed to the achievement of Best Practice in the delivery of services to WMI Shareholders.
- b. Best Practice means providing services to the community as well as can be done, and agreeing on benchmarks, processes and time frames to achieve this.
- c. Best Practice involves continuous improvements to:
- cost efficiency and effectiveness;
 - productivity;
 - quality of service provision;
 - the customer focus of WMI; and
 - the job satisfaction and career opportunities of employees.

10. RELATIONSHIP WITH AWARDS

This Agreement shall be read in conjunction with the following Awards:

- a. General Construction and Maintenance, Civil and Mechanical Engineering, &C. (State) Award;
- b. Clerical and Administrative Employees (State) Consolidated Award (Splinters 027 & 4214); and
- c. Metal, Engineering and Associated Industries (State) Award. Wherever there is inconsistency between this Agreement and the relevant Award, this Agreement shall prevail to the extent of the inconsistency.

11. CONSULTATION

WMI is committed to continual improvement of its business performance and employees work environment. To achieve this, a consultative approach will be encouraged and maintained in the work place.

The Union respects the right of WMI to manage the enterprise including the initiation of business and organisational change.

It is recognised that employees have the right to seek advice from or involve their representative Union as necessary. WMI will not hinder staff who are members of the Union to have their Union dues deducted from their fortnightly salary and paid directly to the Union.

A consultative approach will be maintained in the workplace. Following are the principles on which the consultation will be based:

- a. employees will be encouraged to suggest ways of improving customer service, productivity and efficiency;
- b. employees will be consulted on the best ways to introduce new services and productivity and efficiency improvements;
- c. employees will be consulted on changes to practices and procedures which may impact on their employment; and
- d. employees' comments will be acknowledged, considered and responded to as quickly as practicable.

12. CUSTOMER FOCUS

- Best Practice requires WMI to focus on meeting the needs of its customers and the community, and involving their customers in the decision making process.
 - This includes involvement in the broad assessment of the quality of services and customer satisfaction.
 - It also means increasingly involving WMI's customers, together with the work force and management, in planning for the provision of services.
 - Meeting the needs of its customers must be WMI's top priority.
 - Community and customer surveys may be conducted as a means of assessing customer needs.
 - As much direct communication as possible will occur between customers and the work force.
 - Regular newsletters from WMI to the organisation's customers will be produced.
-
- WMI will actively promote and market its services.
 - The work force will be encouraged to obtain customer feedback and to input this into the decision-making process.

- The work force will have input into the process of achieving a customer focus and training will be provided to ensure that staff have the skills necessary to undertake their duties.

13. EMPLOYMENT SECURITY

a. The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of WMI and to enhance the training, career opportunities and employment security of employees.

b. Although some roles, tasks and functions of employees may change, employment security is an objective of all parties.

c. Where changes to work, service provision and programs occur, the opening up of career paths, retraining and redeployment will be the primary strategies used to improve employment security.

14. CONTRACT OF EMPLOYMENT

Employment shall be by the week unless an employee is specifically engaged as a casual.

a. Full-time Employment

A full-time employee is one who is engaged to work the ordinary working hours prescribed in **Clause 15** hours of work of this Award.

b. Part-time Employment

A part-time employee is one who, on a regular basis, is engaged to work less than the ordinary hours prescribed in **Clause 15** hours of work of this Agreement.

The hourly rate of a part-time employee shall be calculated using the annual salary in this Agreement **Clause 18** salary rates for a full-time employee performing like duties and dividing this on the basis of a 38 hour week.

A part-time employee shall receive payment on a pro rata basis for annual leave, long service leave, sick leave and public holidays which fall upon a day on which such employee would normally work.

Time worked in excess of 8 hours per day Monday to Friday shall be paid as overtime in accordance with **Clause 23** overtime of this Agreement.

The other conditions of employment for part-time employees shall be those prescribed elsewhere in this Agreement, save and except to the extent that they are superseded or modified by the provisions of this Clause.

c. Casual Employment

A casual employee is one engaged by the hour and paid as such. A casual employee for working ordinary time shall be paid one thirty-eighth of the weekly Agreement salary as prescribed in **Clause 18** salary rates for each hour so worked, plus a loading of 20 percent.

Where a casual employee works overtime or on a public holiday the casual rate shall be based upon the appropriate overtime rate as prescribed in **Clause 23** overtime of this Agreement.

The 20 percent loading prescribed herein is in lieu of annual leave, sick leave and public holidays.

15. HOURS OF WORK

a. Preamble

The parties accept that hours of work will be arranged to meet the requirements of the employees and WMI. This will provide employees with greater work-time flexibility, opportunities for more useful personal time, whilst improving customer service and meeting the challenges of increased competition.

The aim of the combination of Spread of Hours, Rostered Days Off, Time in Lieu and Overtime guidelines is to encourage and facilitate flexibility to co-operate in a 'win-win' environment.

b. Spread of Hours

In recognition of the particular circumstances that apply to the cost-effective delivery of water to irrigators, maximum flexibility of working days and times is essential. Consequently work patterns, whether on a daily, weekly or seasonal basis, shall as far as practicable, be tailored to the needs of customers. It is anticipated that only exceptional circumstances will require staff to work outside week days.

Actual start and finish times of individuals and particular work places shall be determined the start and finish times of ordinary work hours. This choice is to be made after consultation with all affected staff, and by a simple majority of staff.

The ordinary hours worked shall average 40 hours per week (including Rostered Day Off credit of 2 hours per week). The maximum number of ordinary hours work days shall be 10 in any 14 days and may, by agreement, include any of the seven days of the week.

The spread of hours is to be worked Monday to Friday inclusive between the hours of 7am and 7pm. The spread of hours may be varied by agreement between management and the affected employees.

c. Rostered Days Off

i. Accrual of Rostered Days Off

Employees will accrue 0.4 of one hour of each day worked or two hours per week for each 40 ordinary hours worked, as a Rostered Day Off (RDO) entitlement. Employees will be entitled to take one day off, paid for as though worked, during a four week cycle. Each day of paid leave taken and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

ii. Taking of Accrued RDO

Employees are to take an RDO on a rostered system to ensure that the operations of WMI are not affected. Employees will be advised of the roster at least one month in advance. If the day allocated to an employee is not suitable, it may be changed through negotiation with other employees is subject to approval by WMI.

iii. Payment of Accrued RDO

RDO hours accrued, in excess of five days, shall be paid at time for time in the first fortnightly pay in December of each year, unless otherwise negotiated with WMI.

iv. Pro-rata Accrual of RDO

An employee, who has not worked a complete twenty day or four week cycle, shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.

d. Time Off in Lieu

Time off in lieu is available at the hours worked at time for time, by request of the employee and taken at a mutually agreed time.

e. Overtime

Except in the case of call out or emergencies, hours worked in excess of the rostered work day must, where possible be approved in advance by management. Where it is not possible to obtain prior approval, the employee will be required to detail the work requirement.

Where the employee has chosen for the hours worked in excess of the rostered work day, on the rostered work day, to be treated as overtime, the overtime provisions detailed in **Clause 23** overtime apply, otherwise, overtime arrangements best suited to the needs of WMI may be agreed to.

16. SALARIES

The remuneration payable to employees to whom this Agreement applies shall be in accordance with the salary rates appearing in **Clause 18** salary rates. These salaries shall be incremented by the percentages and at the times specified in **Clause 21** salary outcomes. The salaries in this Agreement are expressed in annual and hourly amounts. All employees employed by WMI on the date of certification of the Agreement will translate to their equivalent salary point in this Agreement.

17. PAYMENT OF SALARIES

a. Method of Payment

Salaries will be paid fortnightly by electronic funds transfer into a bank, building society or credit union account nominated by the employee and acceptable to WMI's payroll system. The pay fortnight will end on a Tuesday, with funds being available in the employees account by the close of business on the following Thursday.

WMI will ensure that pay is available prior to any public holiday which falls on a pay day. Payment may be made by cheque in circumstances where payment by electronic funds transfer is impractical. In such cases, WMI will ensure that such cheque is able to be cashed on the Thursday following the pay day and allow the employee time to cash such cheque. Employees must request payment in advance of annual leave or other leave in writing one (1) month prior to commencing leave, otherwise payment will occur on the normal pay day.

b. Salary Particulars

Particulars of details of payment to each employee shall be provided to the employee on or before the time payment is made, and shall contain the following information where practicable:

- i. the employee's classification;
- ii. date of payment;
- iii. period covered by such payment;
- iv. the amount of salaries paid for work at ordinary hours;
- v. the number of hours paid at overtime rates and the amount paid thereof;
- vi. the gross amount of salaries and allowances paid;
- vii. the amount of each deduction made and the nature thereof;
- viii. the net amount of salaries and allowances paid;
- ix. any payment in respect of public holidays or paid leave;
- x. current leave balances; and
- xi. the amount of employer contributed superannuation to be paid.

18. SALARY RATES

Salary to apply to 30

June 2004

Salary to apply from

July 1 2004

Salary to apply from

July 1 2005

Salary to apply from

July 1 2006 Band and

Level Annual Hourly Annual Hourly Annual Hourly Annual Hourly
Band A

Level 1 23,483 11.8519 24,657 12.4441 25,890 13.0663 27,185 13.7199

Level 2 24,688 12.4597 25,922 13.0825 27,218 13.7366 28,579 14.4234

Level 3 25,893 13.0678 27,188 13.7214 28,547 14.4073 29,974 15.1275

Level 4 27,096 13.6750 28,451 14.3588 29,874 15.0770 31,368 15.8310

Band B

Level 1 27,698 13.9788 29,083 14.6778 30,537 15.4116 32,064 16.1823
Level 2 29,023 14.6475 30,474 15.3798 31,998 16.1490 33,598 16.9565
Level 3 30,347 15.3157 31,864 16.0813 33,457 16.8853 35,130 17.7296
Level 4 31,673 15.9849 33,257 16.7844 34,920 17.6237 36,666 18.5048

Band C

Level 1 33,479 16.8964 35,153 17.7412 36,911 18.6285 38,757 19.5601
Level 2 34,925 17.6262 36,671 18.5074 38,505 19.4330 40,430 20.4045
Level 3 36,369 18.3549 38,187 19.2725 40,096 20.2359 42,101 21.2478
Level 4 37,814 19.0842 39,705 20.0386 41,690 21.0404 43,775 22.0927

Band D

Level 1 39,620 19.9957 41,601 20.9955 43,681 22.0452 45,865 23.1474
Level 2 41,186 20.7860 43,245 21.8252 45,407 22.9163 47,677 24.0619
Level 3 42,751 21.5759 44,889 22.6549 47,133 23.7874 49,490 24.9769
Level 4 44,318 22.3667 46,534 23.4851 48,861 24.6595 51,304 25.8924

Band A

This is the minimum requirement for entry into WMI's work force. An employee would be expected to perform these duties competently within three months of employment.

Band B

Appointment into this Band would occur if a position becomes vacant within this Band. An employee would commence at the minimum level, unless the General Manager, upon assessment of a new employee, determines the employees' skills merit payment at a higher level. An employee would be expected to perform these duties competently with three months of employment.

Band C

Appointment into this Band would occur if a position becomes vacant within this Band. An employee would commence at the minimum level, unless the General Manager, upon assessment of a new employee determines the employees' skills merit payment at a higher level. An employee would be expected to perform these duties competently with three months of employment.

Band D

Appointment into this Band would occur if a position becomes vacant within this Band. An employee would commence at the minimum level, unless the General Manager, upon assessment of a new employee, determines the employees' skills merit payment at a higher level. An employee would be expected to perform these duties competently with three months of employment.

19. PROGRESSION THROUGH LEVELS AND BANDS

Progression through the Levels identified in **Clause 18** salary rates will be based on:

- a satisfactory Performance Appraisal; and
- by the employee obtaining a minimum of two additional skills (as identified in **Clause 20** salary classifications) within that Band or higher; or
- by the employee demonstrating a significant improvement in the performance of two existing skills (as identified in **Clause 20** salary classifications); or
- the employee has been employed at the Level for two years, in which case automatic progression to the next Level will occur.

Progression to the next Band will not occur unless a position becomes available within that Band or at the discretion of the General Manager.

20. SALARY CLASSIFICATIONS

Administration Operations and Maintenance

Band A • Current motor vehicle drivers' license

- Locating and copying title maps and contour plans
- Maintain the filing system
- Processing of inwards and outwards correspondence
- Receipting of revenue and preparation of banking
- Reception duties
- Coordinating the purchase of office supplies
- Basic computer skills
- Current motor vehicle drivers' license
- Cleaning equipment and work areas
- General labouring
- Operating minor plant
- Basic computer skills

Band B • Processing quarterly invoices and periodic statements, and responding to customer inquiries

- Pursuing outstanding accounts and liaising with the company's debt collector
- Processing accounts payable, including end of month procedures
- Payroll processing functions
- Processing property information requests
- Processing water transfer applications
- Purchasing of goods and services
- Collection of customer information
- Word processing and document preparation
- Operate and maintain the computerized water ordering system
- Data entry in spreadsheets and general ledger journals
- Balancing and recoup of petty cash
- Assist in preparation of Board of Directors agenda papers

- Minor customer complaints
 - Basic accounting knowledge
 - Developed computer skills
 - Ensure the company's supply and drainage reserves are free of rubbish
 - Monitor drainage outfall sites and collect and distribute drainage samples
 - Periodically monitor piezometers
 - Availability Officer duties
 - Perform general maintenance and repairs to supply and drainage infrastructure
 - Operate plant
 - Routine administrative functions
 - Developed computer skills
- Band C • Control the company's annual water trade register
- Maintain the Sundry debtor ledger
 - Supervise payments of accounts, insurance claims and their associated administration
 - Preparation and input of journal entries in the general ledger
 - Preparation of FBT, BAS, Workers Compensation and Payroll Tax returns
 - Water debtor reconciliation
 - Assist with preparation of financial reports for Board of Directors meetings
 - Assist with preparation of end of year financial statements
 - Balancing leave provision accounts
 - Accounts to Trial Balance stage
 - Detailed accounting knowledge
 - Coordinate the performance of scheduled maintenance to the company's plant and vehicles
 - Operate, maintain and rehabilitate supply and drainage infrastructure
 - Operate computer software
 - Develop and implement asset maintenance and rehabilitation plans
 - Supervise staff, external contractors and service providers
 - Routine administrative functions
 - Coordinate the performance and analysis of quarterly meter readings
 - Coordinate farm outlet operation, maintenance and repairs
 - Coordinate pipeline maintenance
 - Coordinate works required for the installation of pipeline modifications and new farm outlets
 - Major customer complaints
 - Advanced computer skills
 - Collate the results of the company's environmental monitoring program
 - Monitor, maintain and repair the company's piezometer network

- Customer liaison
- Advanced computer skills Band D • Ensure daily, weekly, monthly and annual cash flow of the Company's bank accounts
- Maintain the company's Financial Asset Register
- Prepare expenditure and cash flow reports
- Administer the company's computer software programs
- Direct and supervise the activities of other Administration staff
- Motivate and encourage the development of staff
- Oversee the implementation of OH&S, EEO and other company policies and procedures
- Assist in the preparation of annual and project budgets
- Supervise the company's payroll system and payments
- Preparation of reports and correspondence
- Highly advanced computer skills
- Report on works completed and proposed, in addition to compliance with agreed targets and budgets
- Assist in the preparation of annual and project budgets
- Direct and supervise the activities of other Operations and Maintenance staff
- Motivate and encourage the development of staff
- Coordinate the activities of external contractors and service providers
- Oversee the implementation of OH&S, EEO and other company policies and procedures
- Oversee the company's environmental monitoring program
- Preparation of reports and correspondence
- Highly advanced computer skills

Position Descriptions and an Organisational Structure are attached as Appendix 1 and 2 respectively. They have been prepared to outline the duties of each position and to enable these positions to be allocated to a particular band. Employees cannot progress to a higher band unless a position becomes available within that band.

WMI reserves the right to determine broad banding for employees. Following is the positions of employment within WMI and their respective bands.

- Position Band
- Office Manager D
- Drainage Officer C
- Water Supply Officer C
- Accounting Officer B
- Administration Officer B
- Irrigation Labourers B

21. SALARY OUTCOMES

The salaries contained in **Cause 18** salary rates shall be increased by the following amounts:

The parties agree to the payment of salary increases as follows:

- 5% to apply from the first full pay period on or after 1 July 2004;
- 5% to apply from the first full pay period on or after 1 July 2005; and
- 5% to apply from the first full pay period on or after 1 July 2006.

22. PERFORMANCE MANAGEMENT AND APPRAISAL

WMI will instigate a process of Performance Management and Appraisal for all staff. This process will take the form of at least an annual appraisal of staff member performance in the preceding twelve months, and define, by mutual agreement, work objectives for the next twelve months.

This process is designed to ensure that an objective performance appraisal is undertaken for all staff, which will assist in the determination of a path for staff to obtain additional skills and qualifications required by WMI, for their progression through the company's salary classifications.

23. OVERTIME

An employee may be required to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements. Except in the case of call out or emergencies, hours worked in excess of the ordinary hours must, where possible, be approved in advance by management.

For all work done outside the ordinary hours the rates of pay shall be time and one half for the first two hours and double time thereafter; such double time will continue until the completion of the overtime work.

For the purpose of computation of overtime under this clause:

- The hourly rate shall be determined by dividing the appropriate weekly rate by 38.
- Each days work shall stand alone except where overtime is continuous with the previous day.
- A day shall mean all time between midnight on any one day and midnight on the following day.

a. Week End Work

Overtime worked on a Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

All time worked on a Sunday shall be paid at the rate of double time.

An employee who works overtime on a Saturday or Sunday shall be afforded at least two hours work or paid for two hours at the appropriate rate.

An employee working on a Saturday or Sunday shall be entitled to rest pauses as prescribed in **Clause 26e** Rest Pause on a Saturday, Sunday or Public Holiday of this Agreement.

b. Ten Hour Rest Break

This Clause refers to overtime other than call-outs. When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime that he has not had at least ten consecutive hours off duty:

i. between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day; or

ii. between 4 pm on a Sunday or Public Holiday and the commencement of his ordinary work on the next day shall, subject to this sub clause, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

iii. If on the instruction of his employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty he shall be paid at the rate of double time until he/she is released from duty without loss of pay for ordinary working time occurring during such absence.

c. Call Back

An employee recalled to work overtime after leaving the business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time they are recalled; provided that in except in the case of unforeseen circumstances arising, the employee shall not be required to work the full hours if the job they were recalled to perform is completed within a shorter period.

This clause shall not apply in cases where it is customary for an employee to return to this employer's premises to perform a specific job outside their working hours or where the overtime commences (subject to a reasonable meal break) at the completion or before commencement of ordinary working time.

24. AVAILABILITY OFFICER

WMI may require staff to perform Availability Officer duties (requiring the performance of both Stand-by and Call out tasks) out of ordinary hours as part of their employment. Those staff rostered to perform Availability Officer duties will be required to perform this task in accordance with the Guidelines established (and as amended from time to time) for this task by WMI.

Staff performing Availability Officer duties take responsibility to call out other staff and/or approved contractors to undertake emergency work/s as they deem necessary. Response times for staff performing Availability Officer duties shall be determined by the nature and seriousness of the event. Employees required to perform Availability Officer duties shall receive the following allowances:

- Overnight Availability – an employee who has completed their ordinary hours and are required to perform Availability Officer duties overnight until the commencement of work the following day shall receive an allowance equal to One (1) hours pay Monday to Friday;
- Day/Night Stand-by (Saturday) – an employee required to perform Availability Officer duties on a Saturday, shall receive an allowance equal to four (4) hours pay, except where ordinary time is performed on a Saturday, in which case Overnight Availability shall apply;
- Day/Night Stand-by (Sunday and Public Holidays) – an employee required to perform Availability Officer duties until the commencement of work the following day on a Sunday or Public Holiday, shall receive an allowance equal to four (4) hours pay.

Where an employee is called out in accordance with this provision, they shall be paid from the time the employee leaves their usual place of residence to when they return to their usual place of residence, provided that the employee shall be required to travel direct to the work site/s and their home.

Employees recalled to work while performing Availability Officer duties shall receive the following:

- Overnight Availability – An employee recalled to work while on Overnight Availability shall be paid at the rate of time and a half for a minimum of two hours for the first call out and double time for the actual time worked for each subsequent call out, if the subsequent call out falls outside the first two hours.
- Day/Night Availability (Saturday) – an employee recalled to work while on Day/Night Availability (Saturday) shall be paid at the rate of time and a half for a minimum of two hours for the first call out and double time for the actual time worked for each subsequent call out, if the call out falls outside the first two hours;
- Day/Night Availability (Sunday and Public Holidays) – an employee recalled to work while on Day/Night Availability (Sunday and Public Holidays) shall be paid at the rate of double time for a minimum of two hours for the first call out and double time for the actual time worked for each subsequent call out, if the call out falls outside the first two hours.

Employees who perform Availability Officer duties and who undertake tasks, including initiating or receiving telephone calls and/or checking remotely the operation of plant and machinery at or from their place of residence shall not be considered to have been recalled to work. Such tasks are compensated for by the Availability Officer allowance.

25. AVAILABILITY OFFICER REBATE

The following Rebate is to be paid to staff performing Availability Officer duties, calculated as a proportion of the difference between the rates paid for performing the task in this Agreement, and the rates for performing the task in the WMI 2003 Enterprise Agreement. The Rebate is to apply to this Agreement and for a further three years beyond the completion of this Agreement.

The calculation of the Rebate is described in the table below:

2003 EA 2004 EA Rebate (hours)

Stand-by

(hours)

Stand-by

(hours)

85% to

30/6/05

70% to
30/6/06
55% to
30/6/07
40% to
30/6/08
25% to
30/6/09
10% to
30/6/10

Overnight 2 1 0.85 0.70 0.55 0.40 0.25 0.10
Day/Night (Saturday) 8 4 3.40 2.80 2.20 1.60 1.00 0.40
Day/Night (Sunday) 8 4 3.40 2.80 2.20 1.60 1.00 0.40

26. MEAL BREAKS AND REST PAUSES

a. Meal Break - Day Workers Employees shall be allowed an unpaid meal break during each work day of not less than thirty (30) minutes and not more than sixty (60) minutes. No employee shall be required to work for more than five hours without a meal break.

Where WMI permits, the staff of a particular work area may choose to determine the start and finish times of meal breaks. This choice is to be made after consultation with all affected staff, and by a simple majority of staff. Any variation in the duration of the meal break will be reflected in the daily time of cessation of work.

b. Tea Break - Day Workers Employees shall be allowed a tea break of twenty minutes without deduction of pay each morning. By local agreement tea breaks may be taken in both the morning and afternoon provided that the total time taken does not exceed twenty minutes per day

c. Rest Pause on Overtime

i. Where an employee is required to work overtime before or after the usual commencing or ceasing time on any day or shift for one and a half hours or more, he/she shall be allowed a rest pause of twenty minutes duration immediately before such commencing time or after such ceasing time. The rest pause shall be paid at ordinary rates.

ii. An employer and employee may agree to any variation of the above subparagraph to meet the circumstances of the work in hand, but payment for any time allowed in excess of twenty minutes shall not be required.

iii. Thereafter, after each four hours of continuous overtime work, the employee shall be allowed a rest pause of twenty minutes without deduction of pay if the employee is to continue work after the rest pause.

iv. For the purpose of this sub clause, the usual commencing and ceasing time is at the start or the end of ordinary hours inclusive of time worked for accrual purposes.

d. Meal Allowance

An employee required to work overtime for at least three hours after working ordinary hours on any one day or shift shall be paid by the Employer an amount of \$7.80 to meet the cost of a meal.

e. Rest Pause on a Saturday, Sunday or Public Holiday

i. An employee working on a Saturday, Sunday or Public Holiday shall be allowed a cessation of work for the purpose of taking an unpaid meal break of not less than 45 minutes.

ii. An employee working on a Saturday, Sunday or Public Holiday shall be allowed a rest period (paid at the appropriate rate) of twenty minutes duration after each four hours of work, if the employee is to continue work after the rest period.

iii. Provided that where an employee is required to work on Saturday the first prescribed rest pause shall if occurring between 10.00 am and 1.00 pm be paid for at ordinary rates.

iv. An employer and employee may agree to any variation of paragraph a) hereof to meet the circumstances of the work in hand, but payment for any time allowed in excess of twenty minutes shall not be required.

27. PUBLIC HOLIDAYS

An employee other than a casual employee (as defined) shall be entitled to the following public holidays without loss of pay. Provided that if any other day be by a State Act of Parliament or State proclamation substituted for any of the said holidays, the day so substituted shall be observed.

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and AWU Picnic Day.

Provided that there shall be no entitlement to payment for a public holiday not worked unless the employee has worked as required by his employer the working day immediately before and the working day immediately after such a public holiday or is absent with the permission of his employer or is absent with reasonable cause.

Where within the State an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or a locality thereof, other than by those covered by Federal Awards, or when such proclaimed or gazetted day is, by any required judicial or administration order, to be so observed, then such day shall be deemed to be a holiday for the purpose of this Agreement, for employees covered by this Agreement who are employed in the State or locality in respect of which the holiday has been proclaimed or ordered as required.

By agreement between the employer and the majority of staff affected, other days may be substituted for any of the said days.

All work (except that covered by **Clause 24** availability officer) performed by an employee, including a casual employee, on any of the holidays prescribed in this clause or those substituted in lieu thereof shall be paid for at the rate of double time and a half. Payment at this rate includes the normal payment received by the employee for the public holiday. For the AWU Picnic Day staff may elect to take this on any day they wish, provided it fits within the operation activities of the company, and it is taken in the month of November of any year. A staff member must commence employment with WMI prior to November to be eligible for this public holiday.

28. ANNUAL LEAVE

a. Leave Entitlement

An employee other than a casual employee who has been in the constant service of the employer for at least one year (less the period of annual leave) and who has not absented himself / herself from employment without leave shall, for each completed year of service, be entitled to annual leave for a period of 20 days (pro-rata for part-time employees).

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

An employer may allow an employee to take his/her annual leave prior to the employee's right thereto. In such circumstances the qualifying period of further annual leave shall not commence until the expiration of 12 months from the full period in respect of which the leave so allowed was taken.

Where an employer has allowed an employee to take his/her leave prior to the employee's right thereto and the employee's services are terminated (by whatsoever cause) prior to the employee completing the 12 months continuous service for which leave was allowed in advance, the employer may for each complete week of the qualifying period of 12 months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one fifth second of the amount of salaries paid on account of the annual leave.

Annual leave shall not be allowed to accrue beyond 40 working days and any leave in excess of that amount shall be taken at the instruction of management. However, in exceptional circumstances accrued days greater than 40 days may be approved by the General Manager.

b. Proportionate Leave on Termination

Where an employee has given five working days or more continuous service as prescribed by **Clause 15** hours of work or **Clause 26** meal breaks and rest pauses of this Agreement, (excluding overtime) and he/she either leaves or his/her employment is terminated by the employer, he/she shall be paid one-twelfth of an ordinary week's salary in respect of each completed five working days of continuous service with his/her current employer for which leave has not been granted or paid for in accordance with this Agreement.

c. Calculation of Continuous Service In calculating service under this clause, all periods of paid leave shall be counted as time worked.

Periods of leave without pay shall not be counted as time worked in calculating service.

Provided that this exclusion shall not apply to an absence for which compensation is payable under an Act of Parliament relating to Workers' Compensation in respect of periods of less than 12 months.

d. Payment of Period of Leave

Each employee before going on leave shall be paid in advance the salaries that would be payable during that period of leave where requested by the employee. The request for the payment must be made prior to leave being taken, and in the form required by WMI. The payment will be made in the pay period prior to the leave being taken, or the next pay period after receipt of the request by WMI.

e. Annual Leave Loading

Day Workers - In addition to the payment prescribed in **Clause 28d** Payment of Period of Leave hereof an employee shall receive during a period of annual leave a loading of 17.5% calculated on the rates prescribed in **Clause 18** salary rates of this Agreement.

Each employee before going on leave shall be paid their leave loading where requested by the employee. The request for the payment must be made prior to leave being taken, and in the form required by WMI.

The payment will be made in the pay period prior to the leave being taken, or the next pay period after the receipt of the request by WMI. The leave loading will be paid to all employees in the first pay period in December of each year where it has not been requested prior.

f. Termination of Employment

The loadings prescribed above shall also apply to proportionate leave on lawful termination.

29. LONG SERVICE LEAVE

Shall be provided in accordance with the Long Service Leave Act 1955.

30. SICK LEAVE

An employee on weekly engagement who is absent from his work on account of personal illness or injury by accident other than that covered by Workers' Compensation shall be entitled to leave of absence without deduction of pay subject to the following:

a. An employee shall as soon as practicable inform the employer of their inability to attend for duty as far as practical state the nature of the injury or illness and the estimated duration of his absence. Under general conditions this should be to the employee's supervisor before 10.00 am on that particular day.

b. The employee shall prove to the satisfaction of WMI that they were unable because of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

c. An employee during his first year of employment with WMI shall be entitled to sick leave at the rate of one day at the beginning of each of the first ten calendar months of his employment.

d. An employee who has completed one year of continuous service shall be credited with a further ten days sick leave entitlement at the beginning of his/her second and each subsequent year, which subject to the employee being re-engaged within 12 months, shall commence on the anniversary of engagement.

In any one calendar year, an employee must submit a doctor's certificate or statutory declaration on each occasion where sick leave is claimed for three or more consecutive days. Notwithstanding the above, a medical certificate is to be provided if sick leave is taken on either side of approved leave or public holiday.

In lieu of a medical certificate, WMI may agree to accept from the employee a signed letter from the employee stating that the employee was unable to attend for duty on account of personal illness or injury. Nothing in this sub clause shall limit WMI's rights to request the employee to prove that he/she was unable to attend duty on the day or days claimed due to illness or injury.

Sick leave with WMI shall accumulate from year to year so that any balance of leave, which in any year has not been used by an employee, may be claimed by the employee and subject to the conditions prescribed in this clause shall be allowed by WMI to be taken in a subsequent year without diminution of this sick leave prescribed in respect of that year.

If an employee is terminated by WMI and is re-engaged within a period of twelve months then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

Sick leave will not be paid when an employee is on designated holiday or long service leave.

However, where an employee is sick during annual or long service leave for a period in excess of five days and that period is supported by a Doctors certificate, the period of leave may be recredited.

31. PERSONAL CARERS LEAVE

Shall be provided in accordance with the Clerical and Administrative Employees (State) Consolidated Award (Splinters 027 & 4214), subject to a maximum of 40 days per annum.

32. BEREAVEMENT LEAVE

An employee on weekly engagement shall on the death of either:

a. a member of the employee's immediate family; or

b. a member of the employee's household; be entitled on notice for leave to be taken in the period up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in five ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of his employer.

The term immediate family includes:

i. a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person on a bona fide domestic basis although not legally married to the person; and

ii. a child or adult child (including an adopted child, step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

An employee on weekly engagement shall be entitled to a maximum of five days leave without loss of pay on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father, mother child or adult child where such employee travels outside of Australia to attend the funeral.

For the purposes of this clause the words 'wife' and 'husband' shall include a person who lives with the employee as a de facto wife or husband. This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement of leave.

With the consent of the employer, which shall not unreasonably be withheld, an employee shall in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid bereavement leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the clause applies and that any dispute as to the granting of unpaid bereavement leave may be referred to the Australian Industrial Relations Commission.

33. PARENTAL LEAVE

Parental Leave means either maternity, paternity or adoption leave in accordance with the provisions of Chapter 2 part 4 Division 1 of the Industrial Relations Act 1996.

34. JURY SERVICE

An employee required for jury service during ordinary work hours shall be paid ordinary time earnings but payments for court attendance shall be paid directly to WMI. The employee shall notify WMI as soon as possible of the date upon which he is required to attend for jury service.

Further the employee shall give WMI proof of his attendance, the duration of such attendance and the amount received in respect of jury service.

35. DISCRETIONARY LEAVE

From time to time as applicable the General Manager may approve Discretionary Leave for reasons other than outlined in this Agreement. Such leave may be granted on the basis of leave without pay, or leave with pay.

36. HIGHER DUTIES

Performance of higher duties shall be regarded as part of the overall process of employee development and skills enhancement. Higher duties shall be worked to provide short term replacement to cover periods of absence of the position's incumbent.

Higher duties are payable for periods of one week (five working days) or more. Where an employee assumes the duties of an employee in the same Band, no payment for higher duties is payable. Where an employee assumes the duties of an employee in a higher Band, payment for higher duties is payable at the lowest Level of the Band the higher paid employee is in.

Higher duties are not payable while performing stand-by duties neither is it payable for call outs. The Operations and Maintenance Supervisor is deemed to be Band D employee for the purpose of determining Higher Duties.

37. ACCOMODATION AND TRAVEL ALLOWANCE

Where an employee is required to travel or work at a distant job site which is so far from his recorded residence that he/she cannot reasonably return home each night, the employee shall be entitled to reasonable expenses for accommodation, meals, incidentals and travel.

The guidelines for each day are as follows:

- Accommodation - 3 Star Motel or Bed and Breakfast.
- Breakfast - \$12.00
- Lunch - \$12.00.
- Dinner - \$20.00.
- Incidentals - \$5.00.
- Travel (Use of employees own vehicle) - in accordance with NRMA per kilometre rates.

38. FIRST AID

An adequate dust proof first aid chest stocked and maintained by the employer shall be provided at each place of work and in each vehicle regularly used by employees.

Where an employee is suffering from an illness or injury sustained on the job or in the camp, he/she shall not be permitted to leave the job or camp unless accompanied or assisted by a sufficient number of employees (except in the case of removal by ambulance) to his home or the nearest hospital. All expenses incurred by the employee's removal shall be paid by the employer.

The employer shall appoint one qualified First Aid/Safety Officers for the safe operation of each site who shall receive an allowance of \$7.70 per week.

39. SUPERANNUATION

WMI will contribute to a superannuation fund for each employee an amount equal to that amount as declared under the Superannuation Guarantee Guidelines from time to time. Superannuation is to be paid by WMI at the end of the calendar month that the fortnightly pay period/s ends.

Employees may also contribute to superannuation in lieu of receiving salary (within the guidelines of Federal superannuation and taxation legislation).

40. TERMINATION OF EMPLOYMENT

a. Notice of Termination by Employer

i. In order to terminate the employment of an employee, WMI shall give to the employee the following notice:

| Period of continuous service | Period of Notice |
|----------------------------------|------------------|
| Less than 1 year | 1 week |
| 1 year but less than 3 years | 2 weeks |
| 3 years but less than 5 years | 3 weeks |
| Greater than or equal to 5 years | 4 weeks |

In addition to the notice given, employees over 45 years of age at the time of the given of the notice with no less than two years service, are entitled to an additional one weeks notice.

ii. Payment in lieu of the notice prescribed in paragraph i) above 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.

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

iv. The period of notice in the clause shall not apply in the case of summary dismissal (as specified in **Clause 40e** Summary Dismissal hereof) or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

v. For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by **Clause 28.c** Calculation of Continuous Service of this Agreement.

b. Notice of Termination by Employer

i. The notice of termination required to be given by an employee shall be the same as that required of the employer, save and except that there shall be no additional notice based on the age of the employee concerned.

ii. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary rate of pay for the period of notice.

c. Time Off During Notice Period

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

d. Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his/her employment and the classification of or the type of work performed by the employee.

e. Summary Dismissal

Notwithstanding the provisions of paragraph i) of **Clause 40f** Unfair Dismissals the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty and in such cases salary shall be paid up to the time of dismissal only.

f. Unfair Dismissals

- i. Termination of employment by the employer shall not be harsh, unjust or unreasonable.
- ii. For the purposes of this sub clause, termination of employment shall include terminations with or without notice.
- iii. Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, sexual preference, political opinion, national extraction or social origin shall constitute harsh, unjust or unreasonable termination of employment.

g. Mutual Agreement

Provided that by mutual agreement between the parties an employee after having been given notice, may leave his or her employment prior to the expiration of the notice period and receive salary up to the last hour worked only.

h. Casual Employment

Terminations of all casual engagements whether the employee has commenced work or not, shall require one day's notice on either side or the payment or forfeiture of one day's pay as the case may be.

i. Abandonment of Employment

- i. If an employee has been absent for a period of 5 working days without the consent of the employer, and during such time has not established to the satisfaction of the employer that he was absent for reasonable cause, he shall be deemed to have abandoned his employment and

therefore terminated his employment without notice. Provided that the employer shall make a reasonable effort to contact the employee before the contract is terminated under this sub clause.

ii. Termination of employment in accordance with this sub clause shall operate as from the date of last attendance at work or the last day's absence in respect of which consent was granted.

iii. If either party terminates employment, all property belonging to WMI shall be returned to the company.

j. Redundancy

Where Western Murray Irrigation Limited consider that it no longer requires a position an employee has been doing, and it is not due to the ordinary and customary turnover of the business and that decision may lead to termination of employment, the employee shall be entitled to a redundancy provision.

A redundancy provision of two weeks per year of continuous service with a maximum of 26 weeks redundancy pay will be provided.

k. Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties, because Western Murray Irrigation Limited consider that it no longer requires the position the employee has been doing, and this is not due to the ordinary and customary turnover of the business and that decision may lead to termination of employment, the employee shall be entitled to the same period of notice as he or she would have received if his or her employment had been terminated, prior to the reduction in salary being made.

41. COMMUNICATION

a. Effective mechanisms for communication are crucial to the achievement of Best Practice.

b. Specific, agreed mechanisms will be established to ensure:

- effective communication between management and employees;
- communication between Western Murray Irrigation Limited, management and employees; and
- effective communication between the work force and customers, WMI and the community.

c. Communication will occur both within WMI and between WMI and its customers.

d. The work groups will have input into the development of WMI's communication processes.

42. OCCUPATIONAL HEALTH AND SAFETY

WMI will at all times promote safe working practices and endeavour to maintain safe and hazard free workplaces and will comply with the applicable occupational health and safety legislation and regulations.

Employees will at all times conduct themselves in a safe and responsible manner, and will take a constructive role in promoting improvements in occupational health and safety to assist WMI maintain a safe working environment.

A breach of WMI's occupational health and safety policies and/or procedures may result in disciplinary action including the possible termination of employment.

WMI is committed to ensuring that all employees receive appropriate occupational health and safety instruction both at employment induction and throughout their employment. WMI will supply Operations and Maintenance employees with the following items of protective clothing:

- five shirts (choice of two styles);
- five pants (choice of trousers or overalls);
- one windcheater;
- one pullover;
- one rain jacket;
- one hat;
- one pair of sunglasses;
- one pair of safety boots;
- one pair of safety gloves;
- sun screen; and
- other Personal Protective Equipment as deemed necessary by WMI.

WMI will replace these items on as needed basis. Replacements will have to be justified where they are considered in excess of fair wear and tear. If replacements are considered beyond fair wear and tear, they will be at the employee's expense. The maintenance and presentation of work clothes in good condition is the employee's responsibility.

43. SMOKE FREE WORKPLACE

WMI is a smoke-free workplace and employees are not permitted to smoke within WMI's buildings or motor vehicles.

44. TRAINING

a. Training will be provided in accordance with:

- the commitment to achieve Best Practice and continuous improvement;
- the fulfillment of WMI's work design objectives;
- the development of continuous career paths for employees;
- an agreed process of training trainers within WMI.

- b. Training will be provided both on and off-the-job, whilst maximising the scope for on-the-job training.
- c. The parties are committed to training being provided with a continuing sense of importance.
- d. Within budget allocations and in consultation with staff, WMI will encourage and sponsor employee participation in training and development programs.

45. DISPUTES & GRIEVANCE SETTLEMENT PROCEDURE

In the event of a dispute arising between WMI and employee(s), any matter which remains in dispute after it has been considered jointly by the appropriate supervisor and the employee(s) concerned shall be examined by the responsible Manager and a reply provided to the supervisor and employee(s) within two days.

If the dispute remains unsettled the responsible Manager shall ensure that the matter is recorded in writing in pertinent detail, while the employee(s) may notify either the workplace committee and/or representatives of a Union of the nature and details of the matter in dispute.

If the dispute thereafter remains unresolved the question shall be discussed between the General Manager and the Union both of whom shall take all reasonable steps to settle the dispute.

If the dispute remains unsettled the matter shall be notified to the New South Wales Industrial Relations Commission.

While the procedures specified herein are being followed all work shall continue normally. The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in the dispute be affected or prejudiced by the fact that normal work has continued without interruption.

If the dispute concerns questions of safety, it shall be immediately referred to the responsible Manager, the Supervisor and Safety Committee which shall consider and resolve the matter forthwith.

The parties are committed to strictly binding by and promoting the use at all times of the Grievance and Dispute Resolution Procedure outlined in this clause of the Agreement. In addition, the parties are committed to an environment of No Industrial Action, and the settlement of disputes via the use of Procedures provided by this Clause.

a. Counselling and Discipline Procedure

i. Commitment - These procedures are designed to encourage and improve good work practices, performance and individual conduct. They also prescribe steps for giving guidance and in appropriate cases, for taking disciplinary action.

ii. Objectives -

- To encourage and improve good work habits, performance and individual conduct.

- To ensure that all matters relating to staff conduct are investigated properly, considered reasonably and dealt with promptly, fairly and consistently.
- To ensure that every consideration has been given to correcting unsatisfactory performance or conduct.
- To ensure that, other than in cases of serious misconduct, severe disciplinary action is only taken as a last resort, following appropriate counselling and after formal warnings have been given.

iii. Procedure

Step 1 - Verbal Warning (Conduct, Performance or Work Habit)

A formal counselling session will be used prior to issuing a written warning, and the employee will be clearly informed that this is a verbal warning. The emphasis will be on asking for help to solve the problem not judging or blaming.

A verbal warning session will focus on unsatisfactory conduct, job performance or work habit.

The employee will be told specifically what is unsatisfactory. The counselling shall focus discussion on these points and shall not be drawn into side issues or unrelated issues. The employee's assistance will be sought to solve the problem and self esteem will be maintained.

The employee will be encouraged to provide a point of view, particularly as it may assist in correcting the problem. The employee's views will be listened to with appropriate empathy.

A plan of corrective action will be agreed which identifies specific and obtainable goals required to be met by the employee, and a realistic time frame for their implementation. The employee will be made aware of the consequences of subsequent breaches.

A 'Record of Verbal Warning' summarising the key points discussed during the session will be drawn up by the Supervisor and given to the Personnel Officer for filing. The employee will be given a copy of the 'Record of Verbal Warning'. This record shall remain active on the employee's file for a period of twelve months.

The counselling session will be followed up by the Supervisor within the time span previously agreed, if the employee has corrected the problem, he/she shall be commended, if not, Step 2 of this procedure shall be applied.

Step 2 - First Written Warning

The first written warning will be given in the presence of the employee's direct Supervisor and Union Delegate/Official (in the case of a Union Member).

The Supervisor will begin the session by reviewing the verbal warning session - when and why it was called, the corrective action agreed to, the time frame set and the circumstances that have led to this situation.

Again a specific plan of corrective action is agreed and a time frame set.

The warning is evidenced in writing by completing a 'First Incident Report'. All parties will be asked to sign the report although neither the employee nor the delegate is required to sign.

The completed report will be given to the General Manager to file on the employee's file where it will remain active for a period of twelve months. A copy of the report will be given to the employee.

The first written warning will be followed up within the time frame agreed. If a satisfactory improvement has not been made, or there has been a subsequent breach or incident report, Step 3 of this procedure shall be applied.

Step 3 - Second Written Warning

The employee is again spoken to by the Supervisor, this time in the presence of the General Manager and the Union delegate/official (in the case of a Union Member). The facts are clearly stated.

A completed 'Second Incident Report' is handed to the employee for signature, together with that of the Union delegate/official. The wording on the report will vary from circumstance to circumstance and will be verified with the General Manager prior to being discussed with the employee. This record shall remain active on the employee's file for a period of twelve months.

Failure to rectify the situation within the agreed time, or a subsequent breach of acceptable conduct or performance, may lead to dismissal. This will be clearly stated.

Step 4 - Retention or Dismissal

The 'Second Incident Report' will be followed up within the time frame agreed. If satisfactory improvement has not been made or there has been a subsequent breach of acceptable conduct or performance, the employee will be dismissed.

The employee is again spoken to by the Supervisor in the presence of the General Manager and Union delegate/official. The facts are to be clearly stated.

A completed 'Third Incident Report' is handed to the employee for signature together with that of the Union delegate/official. The wording on the report stating clearly that the employment is terminated, must be verified with the General Manager prior to being discussed with the employee.

Arrangements in relation to the termination (including period of notice, payments to be made etc.) are to be discussed with the General Manager prior to the discussion with the employee.

The completed 'Third Incident Report' is to be given to the Personnel Officer for filing.

46. NO DEMARCATION

Consistent with the party's agreed aims of increasing the skills of employees and providing broader, more satisfying jobs, the parties agree to remove all artificial barriers to the range of work that an employee may be required to perform.

The following is agreed:

- a. in order to maximise the level of flexibility and effectiveness of the work force, WMI employees will carry out such duties as are within the limits of their skill, competence and training;
 - b. WMI employees will carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment; and
 - c. The allocation of work to employees pursuant to the points above shall be consistent with WMI's responsibility to provide a safe and healthy work environment.
- This provision is not designed to promote deskilling nor to detrimentally affect the employment of the employees covered by this Agreement.

47. CONFIDENTIALITY

The work carried out for WMI and the information developed and collated is the property of WMI and the employee shall respect the confidentiality of clients and WMI with regard to all information concerning the business.

48. EXTERNAL INTERESTS

WMI may request an employees' involvement in any external activity or business be curtailed or terminated if it in any way is detrimental to the business of WMI.

The external activity or business will be deemed detrimental if it affects the employee's job performance or leads to commercial incompetence.

49. NO EXTRA CLAIMS

The parties undertake that for the life of this Agreement, there shall be no further salary increases sought or granted except for those granted under the term of this Agreement. Any increase granted as a safety net increases during the life of this Agreement will be absorbed into the increases set out in **Clause 21** salary outcomes.

The parties agree that nothing in this Agreement shall preclude them from entering into negotiations to vary this Agreement, in accordance with the Workplace Relations Act, where a specific need is identified and agreed.

50. DECLARATION OF THE PARTIES

This Enterprise Agreement has been negotiated through extensive consultation between management and employees. The content of the Agreement has been canvassed with all parties.

All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

The parties declare that this Agreement:

- is not contrary to public interest;
- is not unfair, harsh or unconscionable;
- was at no stage entered into under duress; and
- reflects the interests and desires of the parties.

51. ACCEPTANCE OF AGREEMENT

This Agreement shall come into enforce on and from the First day of July 2004 and shall, subject to further written agreement, remain in-force for a period of three years there from.

EXECUTED as an agreement this day of 2004.

**THE COMMON SEAL of
Western Murray Irrigation Limited**
was hereunto affixed in the presence of:

.....
Chairman of WMI Board Directors
Date:

.....
General Manager

Date:

Signed for and on behalf of
**THE AUSTRALIAN WORKERS
UNION**

.....
Date:

.....

Date:

In the presence of
STAFF UNION REPRESENTATIVE

.....

Date:

.....

Date:

In the presence of

52. APPENDIX ONE – POSITION DESCRIPTIONS

A. OFFICE MANAGER

a) Responsible to:

General Manager.

b) Principal Function:

Directing and controlling the company's accounting and administration functions and preparing financial statements.

c) Selection Criteria:

Essential:

- Tertiary qualification in accounting, business or financial management, or significant progress towards attaining such a qualification.
- Record of achievement in providing timely financial management services.
- Capacity to implement cash management practices and accrual accounting principles in line with approved accounting standards.
- Ability to implement appropriate OH&S policies, procedures and practices.
- Ability to operate computer software (e.g. Attaché, Excel, Access, Word).
- Ability to communicate effectively with customers, management, staff, service providers and Directors via both written and verbal means.

Desirable:

- Familiarity with the water industry.
- Current motor vehicle drivers' licence.

d) Responsibilities:

- Ensure daily, weekly, monthly and annual cash flow of the Company's bank accounts including the completion of monthly bank account reconciliations.

- Maintain the company's Financial Asset Register, including depreciation schedules.
- Prepare expenditure and cash flow reports for the General Manager and Board of Directors, monitor and report on these on a monthly and annual basis, and prepare an analysis of actual expenditure compared to budget.
- Complete financial statements and working papers in accordance with normal commercial accounting practices.
- Maintain the Sundry Debtor ledger, including reconciliation, invoicing and follow-up action.
- Supervise payments of accounts, insurance claims and associated administration ensuring they are handled in an efficient, timely and efficient manner.
- Administrate the Attaché Business Partner accounting package, property system and other computer systems employed within the company.
- Ensure all works performed by the Administration staff are conducted in an efficient and timely manner.
- Motivate and encourage the development of staff through the identification of appropriate on and off the job training.
- Oversee the implementation of OH&S, EEO and other company policies and procedures.
- Assist in the preparation of annual and project budgets.
- Preparation and input of Journal entries in the general ledger.
- Preparation of FBT, and supervision of BAS, , Workers Compensation and Payroll Tax returns.
- Preparation of reports and correspondence.
- Supervise the company's payroll system and payment.
- Oversee the implementation of Debt Collection procedures.
- Other functions as required and directed.

B. ACCOUNTING OFFICER

a) Responsible to:

Office Manager.

b) Principal Function:

To perform the company's payroll, accounts receivable and accounts payable functions.

c) Selection Criteria:

Essential -

- Ability to perform Accounts Receivable and Payable functions, and banking procedures.
- Ability to meet targets.
- Detailed knowledge of accounting principles and practices.
- Ability to operate computerised software (e.g. Attaché, Excel, Access).
- Sound communication skills to liaise with customers, staff and suppliers.

Desirable -

- Current Motor Vehicle Driver's Licence.

- Experience in performing payroll processing functions.

d) Responsibilities:

- Processing quarterly invoices and periodic statements, and pursuing outstanding accounts, including liaising with the company's debt collector and responding to customer inquiries.
- Processing accounts payable, including end of month procedures.
- Performing payroll processing functions.
- Processing property information, (e.g. Statements of Liability, Section 22A Certificates, change of ownership, issuing Water Supply Agreements and Share Certificates).
- Locating and copying title maps, photographs, and contour plans for customers.
- Control the company's annual water trade register and processing water transfer applications.
- Water debtor reconciliation.
- Assist with the preparation of financial reports for Board of Directors' meetings.
- Assist with the preparation of end of year financial statements.
- Balancing leave provision accounts.
- Accounts to Trial Balance stage.
- Perform the company's purchasing function.
- Assist with the collection of customer information (e.g. crop surveys, chemical surveys, etc.).
- Other functions as required and directed.

C. ADMINISTRATION OFFICER

a) Responsible to:

Office Manager.

b) Principal Function:

To provide the company with general administration functions of reception, data input, typing, filing and water order placement for customers.

c) Selection Criteria:

Essential -

- Excellent communication skills to liaise with customers, staff and suppliers.
- Ability to meet targets.
- Ability to operate computer software (e.g. Word, Publisher, Water Orders, Access).

Desirable -

- Current Motor Vehicle Driver's Licence.

d) Responsibilities:

- Word processing (from dictation and hand written items) and document preparation

(including the company's annual report and quarterly newsletter).

- Maintaining the company's filing system.
- Daily processing of inwards and outwards correspondence.
- Receipting of revenue and preparation of banking.
- Reception duties.
- Operation and maintenance of the company's computerised Water Ordering System.
- Locating and copying title maps and contour plans for customers.
- Data entry in spreadsheets and General Ledger journals for payroll on cost, and plant and vehicle abstract.
- Co-coordinating the purchase of office supplies.
- Balancing and re-coup of Petty Cash.
- Assist in the preparation of Board of Directors' agenda papers.
- Other functions as required and directed.

D. WATER SUPPLY OFFICER

a) Responsible to:

Operations and Maintenance Supervisor.

b) Principal Function:

To ensure the efficient, effective and reliable supply of water to WMI customers through the company's pipeline infrastructure.

c) Selection Criteria:

Essential -

- Experience in the operation, maintenance and repair of supply pumps and farm outlets.
- Sound communication skills to liaise with customers, staff and suppliers.
- Current Motor Vehicle Driver's Licence.
- Knowledge and understanding of water distribution and delivery systems.
- Ability to operate computer software (e.g. Excel, Access, ArcView).

Desirable -

- Trade qualification in an appropriate discipline.
- Other appropriate qualifications and training (e.g. Trenching and Shoring, Confined Space Entry, Traffic Control, First Aid and Crane Chaser certificates).

d) Responsibilities:

- Operate, maintain and repair supply pumps and associated equipment.
- Co-ordinate the performance and analysis of quarterly meter readings in the company's three irrigation areas.
- Co-ordinate farm outlet operation, maintenance and repairs.
- Co-ordinate pipeline maintenance (e.g. pipe scouring, line locations, and repairs).
- Operate computer software (to assist with the preparation of maintenance schedules, run

main pumping facilities, and perform infrastructure mapping).

- Perform routine administrative functions (e.g. maintenance reports, time sheets, job cards and field reports).
- Co-ordinate works required for the installation of pipeline modifications and new farm outlets (prepare quotes, co-ordinate system shutdowns, liaise with growers, etc.).
- Supervision of staff, external contractors and service providers.
- Ensure the company's supply reserves are free of rubbish to ensure necessary works can be performed when and how they are required.
- Perform all tasks in a manner complying with the OH&S policies and procedures adopted by the company and as required by state, federal and other relevant legislation.
- Perform on-call duties on a roster basis to ensure the continued operation of pumping systems.
- Other functions as required and directed.

E. DRAINAGE OFFICER

a) Responsible to:

Operations and Maintenance Supervisor.

b) Principal Function:

To ensure the efficient, effective and reliable operation of the company's deep and surface drainage disposal infrastructure.

c) Selection Criteria:

Essential -

- Experience in the operation of a co-ordinated drainage disposal system.
- Ability to perform drainage and groundwater monitoring.
- Current Motor Vehicle Driver's Licence.
- Sound communication skills to liaise customers, staff and suppliers.
- Ability to operate computer software (e.g. Excel, Access, ArcView).

Desirable -

- Trade qualification in an appropriate discipline.
- Other appropriate qualifications and training (e.g. Trenching and Shoring, Confined Space Entry, Traffic Control, Farm Chemical User, First Aid and Crane Chaser certificates).

d) Responsibilities:

- Ensure all of the company's drainage infrastructure is operated, maintained and repaired in an appropriate manner.
- Ensure all of the company's drainage pumps are operated, maintained and repaired in an appropriate manner.
- Ensure the company's drainage reserves are free of rubbish to ensure necessary works can be performed when and how they are required.

- Monitor drainage outfalls sites and collect and distribute drainage samples for certain criteria (i.e. volume, salinity levels, nutrient levels, and chemical residues).
- Collate the results of the company's drainage and groundwater monitoring program for inclusion in annual reports to meet the requirements of the company's licenses.
- Supervision of staff, external contractors and service providers.
- Ensure the company's piezometer network is monitored, maintained and repaired as required.
- Periodically monitor piezometers to determine groundwater heights and salinity concentrations at the various sites.
- Ensure that the Curlwaa tubewells are maintained, operated and repaired as required.
- Perform routine administrative functions (e.g. maintenance reports, time sheets, job cards and field reports).
- Liaise with customers regarding drainage issues.
- Perform all tasks in a manner complying with the OH&S policies and procedures adopted by the company and as required by state, federal and other relevant legislation.
- Perform on-call duties on a roster basis to ensure the continued operation of pumping systems.
- Other functions as required and directed.

F. IRRIGATION LABOURER

a) Responsible to:

Operations and Maintenance Supervisor.

b) Principal Function:

To provide the manpower to complete the operation, maintenance and rehabilitation of the company's infrastructure in a timely, efficient and effective manner.

c) Selection Criteria:

Essential -

- Current Motor Vehicle Driver's Licence.
- Sound communication skills to liaise with customers and staff.
- Licence to operate plant (e.g. backhoe, crane, fork-lift etc).
- Farm Chemical Users Course Certificate and knowledge of weedicide procedures.

d) Responsibilities:

- General maintenance and repairs to the company's irrigation distribution system, farm outlets and drainage infrastructure.
- Operation of company's plant (e.g. mobile crane, forklift, truck, etc.).
- Maintenance of the company's surface drain(e.g. mulching, spraying, and burning).
- Perform routine administrative functions (e.g. time sheets, job cards and field reports).
- Perform all tasks in a manner complying with the OH&S policies and procedures adopted by the company and as required by state, federal and other relevant legislation.
- Perform on-call duties as required to ensure the continued operation of pumping systems.

- Other functions as required and directed.

53. APPENDIX TWO – ORGANISATIONAL STRUCTURE

General Office Accounting
Manager Manager Officer
Administration
Officer
Operations & Water Supply
Maintenance S/visor Officer
Drainage
Officer
Irrigation
Labourers

Key:

These employees' conditions of employment are detailed in individual employment contracts/agreements. They are not subject to the terms and conditions of this Agreement, except where specifically referred to in the individual Employment Contract.