

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/51

TITLE: **Murray Irrigation Limited Enterprise Agreement 2005**

I.R.C. NO: IRC5/5317

DATE APPROVED/COMMENCEMENT: 2 November 2005 / 2 November 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/173.

GAZETTAL REFERENCE: 24 February 2006

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Murray Irrigation Limited, located at 443 Charlotte Street, Deniliquin NSW 2710, who are engaged in a classification as per Schedules 1-3 of this agreement, who fall within the coverage of the Murray Irrigation Limited Consent Award 2004.

PARTIES: Murray Irrigation Limited -&- the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Australian Workers' Union, New South Wales , Transport Workers' Union of New South Wales

MURRAY IRRIGATION LIMITED ENTERPRISE AGREEMENT 2005

PART A - FORMALITIES OF AGREEMENT

1. Title
2. Scope, Application and Parties Bound
3. Objectives
4. Date and Period of Operation
5. Relationship to Awards and Agreements
6. New Employees
7. Agreement to be Displayed
8. Joint Consultative Committee
9. Definitions

PART B - CLASSIFICATION AND CAREER PROGRESSION

10. Skills and Classifications
11. Labour Flexibility

PART C - REMUNERATION

12. Salaries
13. Allowances
14. Performance Rewards

PART D - HOURS OF WORK

15. Ordinary Hours
16. Call Out
17. Casual Employees
18. Part-time Employment
19. Overtime
20. Meal and Rest Breaks

PART E - LEAVE

21. Annual Leave
22. Rostered Days Off
23. Annual Leave Loading
24. Sick Leave
25. Long Service Leave
26. Bereavement Leave
27. Parental Leave
28. Jury & Other Service
29. Discretionary Leave
30. Public Holidays

PART F - OTHER CONDITIONS

31. Payment of Wages
32. Probation
33. Occupational Superannuation
34. Protective Clothing
35. Training
36. Termination of Employment
37. Disciplinary Procedure
38. Abandonment of Employment
39. Redundancy, Drought & Disaster Provisions
40. Confidentiality
41. Travelling between Sites
42. Grievance Procedure
43. Health and Safety
44. Employment Records
45. Authorised Deductions

PART G - DECLARATION AND FUTURE COMMITMENTS

46. Declaration
47. Future Negotiation
48. Joint Review of Conditions
49. Anti-Discrimination
50. Signatories

SCHEDULES

- 1-3. Classifications & Salaries
4. Arrangements For Channel Attendants

PART A - FORMALITIES OF AGREEMENT

1. TITLE

This Agreement shall be known as the "Murray Irrigation Limited Enterprise Agreement 2005.

2. SCOPE, APPLICATION AND PARTIES BOUND

- 2.1 This Agreement provides for the employment arrangements for employees of Murray Irrigation Limited ("MIL").
- 2.2 This Agreement binds MIL, each person employed from time to time by MIL in a capacity covered by this Agreement as per Schedules 1-3 hereof, the Australian Workers Union (NSW Branch), the Transport Workers Union [SM1] and the Public Service Association
- 2.3 The policies and procedures of MIL as varied from time to time apply to employees covered by this Agreement.

3. OBJECTIVES

The parties agree that the objectives of the Agreement are:-

- 3.1 To set the employment relationship between MIL and its employees.
- 3.2 The parties to this Agreement are committed to the provision of cost-effective services to clients of Murray Irrigation. As such, the parties recognise the need for a viable, efficient organisation with a sustainable capacity to provide cost-efficient irrigation and related services to the rural community on which it will depend for its revenue and the need to provide stable, secure long term employment.
- 3.3 This Agreement facilitates as much flexibility in the day to day work of the organisation to meet the fundamental objectives outlined and to maximise efficiency as well as to take account of the seasonality of work in the business of MIL.

4. DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the beginning of the first full pay period commencing on or after registration and shall remain in force for a period of three years.

5. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement supersedes all previous awards and orders of the NSW Industrial Relations Commission made under the Industrial Relations Act 1996 ("the Act") or its predecessors, relating to employment in the industries and/or industrial pursuits governed by this Agreement, but no right, obligation or liability incurred under previous awards shall be affected by such supersession. For the purposes of s.35(1)(b) of the Act, the relevant award is the Murray Irrigation Limited Consent Award 1996.

6. NEW EMPLOYEES

- 6.1 New employees covered by this Agreement in accordance with Clause 2.2 above shall be placed in the appropriate classification as listed in the Schedules appropriate to the skills and responsibilities of the position.
- 6.2 New positions created by the changing requirements of the organisation will be appropriately classified in accordance with the Agreement reflecting the skills and responsibilities associated with the position.

7. AGREEMENT TO BE DISPLAYED

This Agreement will be displayed and individual copies made available on request to all employees covered by the Agreement.

8. JOINT CONSULTATIVE COMMITTEE

8.1 The Joint Consultative Committee will consist of not less than 4 employee representatives and not less than 2 management representatives. The members of the Committee will act positively to resolve matters of mutual interest and they will carry out their duties in a responsible and timely manner.

8.2 All employees are eligible to nominate for committee positions and elections will be held if more than the required number of candidates nominate

9. DEFINITIONS

"Murray Irrigation Limited" - the employer ("MIL").

"MIL" - means the employer, or the employer's nominee, representative, and can mean a manager, a works supervisor or other person nominated by the General Manager to represent the employer.

"The Agreement" - The Murray Irrigation Limited Enterprise Agreement 2003

"General Manager" - the General Manager of MIL or the authorised person acting in the position.

"Traumatic illness or injury" - injury/illness disabling the employee from work.

"Accredited official of the Union" - an official of a Union which is party to this Agreement who has members working for MIL.

"MIL's Premises" - means the property or properties owned, leased or controlled by MIL.

"Extreme Seasonal Variation" - seasonal conditions having significant effect on the income and/or operations of the business through extremes of rainfall, drought, flooding or other factor clearly beyond the control of MIL.

"Fraudulent Claims" - dishonest or deceptive claims relating to any claim(s) made for leave etc. where the eligibility for the claim(s) has not been met.

"Consultative Committee" - a Committee formed representing management and employees to assist in the resolution of disputes, the implementation of workplace arrangements and to enhance productivity and the workplace environment.

"Salary" - means the ordinary time rate of pay for the employee concerned.

"Engagement" - for the purposes of Clause 17 shall be deemed to be the period(s) for which MIL notifies the employee that he or she is so required to attend on any one day. Provided that, subject to Part C of this Agreement, each period of engagement shall stand alone.

"Traineeship" - is a system comprising structured on-the-job training and may include off-the-job training in a recognised and relevant training institution.

"Act" means the New South Wales Industrial Relations Act 1996.

"Commission" means the Industrial Relations Commission of New South Wales.

"DLWC" means the Department of Land and Water Conservation and its pre-decessors and successors.

"Drought" means conditions where the allocation announced by Murray Irrigation up to November 1 is lower than 30% of entitlements.

PART B - CLASSIFICATION AND CAREER PROGRESSION

10. SKILLS AND CLASSIFICATIONS

10.1 Performance of Duties

Subject to this Agreement, employees are expected to perform and will be paid for those duties for which they are employed and which are within their competence to perform safely. All employees must be fit and able to carry out the work they perform. Employees required to work in or near the water distribution system must have documentary evidence to prove their ability to swim. Where the work requires it, employees must hold a current driver's licence.

10.2 Skills and Classifications

Classifications at the commencement of this Agreement shall relate to the responsibilities, skills and range of tasks performed by the employee and shall initially relate to the base pay rate, as adjusted by this Agreement, applicable to the classification prior to the commencement of the Agreement as outlined in the appropriate Schedule.

10.3 Review of Skills, Responsibilities and Performance

The parties agree that reviews of the skills, responsibilities, performance and classifications may be conducted by the parties from time to time. Should an employee not agree with the outcome of such a review or the employee considers that there are grounds for a review, appeals based on skills, responsibility and flexibility shall in the first instance be by representation to the General Manager at any time.

10.4 Acting Up in Another Position

Where an employee is instructed to act in a more senior position for more than three days an allowance equal to the salary difference shall be paid for the period the employee so acts. This allowance will be paid only with both prior approval for the task to be undertaken and paid.

10.5 Careers and Multi-Skilling

10.5.1 In accordance with the provisions of this Agreement, employees shall be required to perform a variety of tasks associated with the responsibilities, customer services and the efficient delivery of services of MIL. A job description for each position outlining skills and responsibilities will be made available to staff.

10.5.2 The skills structure determines career path options for employees and staff training shall be directed at ensuring reasonable opportunity and access to better paid and more fulfilling jobs for employees.

10.5.3 Employees duties shall focus on the efficient delivery of services to customers, and employees shall not be restricted from involvement (at the level of their ability) in tasks other than their usual duties as determined by MIL provided they have appropriate skills and qualifications.

10.6 Commitment To Review and Develop Career Paths

10.6.1 The parties commit to cooperate in the development of new and improved career paths which complement the skills, tasks and responsibilities associated with the provision of the best possible customer service and efficient delivery of services.

10.6.2 The career paths will reflect the need for flexibility, progressive development of skills, multi-skilling and the performance of incidental and peripheral work.

10.7 Workplace Modernisation

10.7.1 The parties are committed to a continuous process of modernising the workplace to ensure a high level of customer satisfaction, more flexible working arrangements, enhanced skills and job satisfaction.

10.7.2 The parties commit themselves to the following principles:-

10.7.2.1 Acceptance that the work of individuals will be more broadly based and generic in nature, incorporating the ability for an employee to perform a wider range of duties which are incidental or peripheral to their main task or function.

10.7.2.2 Subject to agreement by management, employees will undertake training for the wider range and higher level duties. This will lead to access of higher pay when performing those more skilled jobs.

- 10.7.2.3 Where the period of higher duties extends beyond 30 days and is not for the sole purpose of replacing a person on authorised leave, the base salary shall be increased accordingly.
- 10.7.2.4 The parties will not create barriers to advancement of employees within the skills structure or through access to training.

10.8 Introduction of Change (Technological and other)

10.8.1 It is MIL's duty to notify:-

- 10.8.1.1 Where MIL is reasonably sure that it will be necessary to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, MIL shall notify the employees and their union representatives who may be affected by the proposed changes or seasonal conditions.
- 10.8.1.2 "Significant Effects" include termination of employment, major changes in the composition, operation or size of MIL's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration or reduction of hours of work; the need for training or transfer of employees to other work or locations and the restructuring of jobs provided that where this Agreement makes provision for alteration of any of the matters referred to herein, they shall be deemed not to have significant effect.

10.8.2 Discussion of Change, Drought or other:-

- 10.8.2.1 MIL shall discuss with the employees affected and their representative the introduction of the changes referred to in sub-clause 10.8.1.1 hereof, the effects the changes are likely to have on the company and on employees, measures to avert or mitigate the adverse effects of such changes and shall give prompt consideration to matters raised by the employees.
- 10.8.2.2 The discussions shall commence as early as practicable after a definite decision has been made by MIL to make the changes or take the action referred to in sub-clause 10.8.1.1.
- 10.8.2.3 For the purpose of such discussion, MIL shall provide in writing to all the employees concerned, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, provided that MIL shall not be required to disclose confidential information, the disclosure of which would be detrimental to MIL's interest.

10.9 Channel Attendants

Other conditions particular to water distribution staff arrangements, such as rostered work, are contained in Schedule 4 of this Agreement.

11. LABOUR FLEXIBILITY

11.1 Commitment to Ongoing Productivity

As an on-going process for improvement in productivity and efficiency, consultation shall continue to take place at the workplace level to provide more flexible working arrangements, improvements in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultative mechanisms across the workplace for all employees.

11.2 The terms of any proposed arrangement reached between MIL and employee(s) shall, after due processing, substitute for the provisions of this Agreement to the extent that they are contrary provided that:-

- 11.2.1 a majority of employees affected and their representatives agree;
- 11.2.2 such arrangement is consistent with the current wage fixation principles; and
- 11.2.3 that the terms of the arrangement are committed in writing, signed by MIL and the employee(s) affected, or their duly authorised representative, and such document shall be treated as a part of the Agreement and equally enforceable.

- 11.3 Such workplace arrangements shall be processed as follows:-
- 11.3.1 all employees and their representatives will be provided with the current prescriptions that apply and the proposed alterations;
 - 11.3.2 where an arrangement is agreed between MIL and the employees and their authorised representative, such arrangement shall be committed to writing;
 - 11.3.3 where the arrangement is agreed between MIL and a majority of permanent employees and their representatives under this Agreement, such arrangement shall be committed to writing; and
 - 11.3.4 any employee may raise an issue for discussion and this should be processed through the Consultative Committee.
- 11.4 The arrangement shall be signed by MIL, or MIL's duly authorised representative, and the employees or their authorised representative with whom agreement was reached.
- 11.5 Such arrangement when approved shall be issued on request to each employee affected.

PART C - REMUNERATION

12. SALARIES

12.1 Pay Increases

12.1.1 Pay increases will apply as a consequence of this Agreement.

12.1.2 Salaries upon registration shall be outlined in the attached Schedules and calculated using the following principles:-

12.1.2.1 In recognition of this Agreement, an increase of 3.0% in salaries effective as of 15 July 2005 for staff whose pay rate does not exceed the rates nominated in this Agreement, provided that the agreement is signed by all parties by 5 August 2005. Otherwise the increase will be effective from the date of approval by the Industrial Relations Commission.

12.1.2.2 In further recognition of the arrangements in this Agreement, on 1 July 2006 an additional 3.0% increase in salaries will be provided to staff covered by this Agreement whose pay rate does not exceed the rates nominated in this Agreement. An additional 3.0% increase in salaries will be provided to staff covered by this Agreement on 1 July 2007. These increases will take the form of general across the board pay rises. They will not be in addition to any national or state wage case increase to which employees may be entitled, other than outlined in this Agreement. To avoid doubt this means only if the Commission makes an order which specifically states all awards, orders and agreements, regardless of their particular circumstances, are to be varied by a wage increase, shall this Agreement be varied during its life as a result of a Commission decision.

12.1.2.3 For employees who have completed 12 months continuous employment with the company, Murray Irrigation shall maintain a general insurance cover for all staff to provide a benefit in the event of death or permanent disability. The death benefit will be calculated on the basis of the number of years (at the next birthday) to 65 years of age multiplied by 15% of salary.

12.2 Salary Rates

Schedules 1-3 of this Agreement set out the weekly salary rates for the relevant classifications and the rates of pay to apply under this Agreement.

12.3 Entry Level Employees

The entry rate for future entry trade employees not otherwise classified and not possessing the skills and experience for another classification will be based on the entry level, i.e. General Construction Grade 3.

12.4 Salary Sacrifice

Opportunities for employee initiated salary sacrifice for superannuation and other benefits are available within the scope of this Agreement and relevant tax legislation.

12.5 Salary Review

Eighteen months from the date of approval of this Agreement, the rates of pay will be reviewed, having regard to the percentage increases provided in this Agreement, as well as the Wage Price (WP) Index published by the Australian Bureau of Statistics, and without any obligation to amend the rates set out in this Agreement.

13. ALLOWANCES

13.1 Expenses Incurred by Employees in the Conduct of their Duties

13.1.1 All reasonable expenses incurred by staff in the carrying out of the work of MIL, other than those normally incurred by an employee, shall be reimbursed within seven (7) working days of submission of invoice. Allowance in advance for significant costs will be available but must be approved by the General Manager.

13.1.2 Such reasonable expenses may include necessary materials, tools, accommodation and reasonable meals that can be demonstrated as essential for the work.

13.1.3 Where employees are required to be accommodated overnight in the course of their work away from their normal location, the general standard of accommodation should be three star provided that the level of accommodation is available and further provided that prior approval is granted for that travel and accommodation.

13.2 Allowances in addition to the salary rate

13.2.1 A skill based allowance specifically for the use of sprays and chemicals of \$18.00 [SM2] per 8 hour day (or part thereof) will be paid while the employee is employed in a spray crew on any day or part day.

13.2.2 First aid allowance of \$1.70 [SM3] per day shall apply to each member of each work crew or work group provided current appropriate first aid qualifications are in place.

14. PERFORMANCE REWARDS

Where applicable and individual or workplace group performance warrants, the General Manager may approve rewards and conditions in addition to base salary for individuals or workplace groups performance. Such rewards will require justification in line with company policy audit procedures.

PART D - HOURS OF WORK

15. ORDINARY HOURS

15.1 General

15.1.1 In recognition of the particular circumstances which 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. Generally only employees involved in the provision of continuous service (namely staff in water distribution) will be expected to work outside week days, however, some circumstances may involve other staff in weekend work.

15.1.2 Employees who are required to work Saturdays, Sundays or public holidays and who are not so rostered as part of normal working arrangements, will be paid at overtime rates for the hours so worked.

15.2 Basis For Ordinary Hours

15.2.1 The basis for determining time worked shall be an average 40 hour week, including authorised paid absences.

15.2.2 The hours of work for employees engaged in the classifications listed in schedules 2 or 3 of this agreement shall be based on an average 38 hour week. This applies in respect of such employees for all purposes of this agreement.

15.2.3 In some instances, tasks rather than hours will be an important job feature. In the case of all scheduled maintenance, construction, distribution and administration work an employee will receive 5 working days notice of proposed alterations to normal hours.

15.3 Start and Finish Times

Actual starting and finishing times of individuals shall be determined by reference to their particular work area and work loads, both geographically and on a divisional basis. Normally, ordinary hours are to be worked between 6.00am and 6.00pm. A minimum 10 hour break between the completion of one

day's work and commencement of another shall be taken or overtime will be paid until the break is achieved.

15.4 Working Patterns and Disputes

In the implementation of working hours, the significant determinant is the cost effective and safe delivery of services, however, all reasonable effort should be made to accommodate individual employee's needs. Wherever possible, hours should be constructed to allow maximum access to meaningful leisure time periods. Any dispute in relation to work patterns shall be resolved using the grievance procedure in this Agreement.

16. CALL OUT

16.1 An employee recalled to work after leaving MIL's premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours work for each time the employee is so called. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period.

16.2 The minimum of three hours shall not apply and payment will be for the time actually worked where:-

16.2.1 The employee resides on, or adjacent to, the premises; and/or

16.2.2 The employee returns to the place of work on a customary basis for a specific task or tasks; and/or

16.2.3 the work is performed continuously following completion of ordinary or rostered hours

17. CASUAL EMPLOYMENT

17.1 Casuals will generally be employed where insufficient numbers of appropriately skilled personnel cannot be secured on a regular and on-going basis by MIL. Employment of casuals will be approved by the General Manager.

17.2 Casuals shall be paid per hour an additional 20% loading according to the skill level they perform. For any overtime work this loading shall increase to 50% except for Sundays and hours in excess of 12 hours in any one day, when the loading shall be 100%.

17.3 Minimum engagement for casuals shall be three hours.

18. PART-TIME EMPLOYMENT

Where an employee is engaged on a part time basis (and not on a casual basis) benefits outlined in the Agreement will apply on a pro-rata basis.

19. OVERTIME

19.1 Calculation of Overtime

Overtime payments will generally be calculated at the rate of 1.5 times ordinary pay.

19.2 Overtime rates

19.2.1 Overtime shall mean one quarter hour continuous work or more in excess of (an average) 40 hours per week worked at the direction of MIL.

19.2.2 Payment for overtime worked (other than that described in sub-clause 15.2.2) shall not be made under this Agreement without both the specific and documented approval for the overtime to be worked and paid by a works supervisor duly authorised prior to the work being carried out.

19.2.3 Approved paid overtime shall be paid at the following rates to weekly employees:

19.2.3.1 All overtime worked will be at the rate of time and a half except Sundays and hours over 12 per day which shall be at double time;

19.2.3.2 Overtime rates are not fixed for meal times;

19.2.3.3 An employee who works overtime which is not continuous (i.e. an unpaid break of more than one hour) with ordinary working hours shall be paid a minimum payment as for three hours' work at the rate of time and a half.

19.2.3.4 Time off in lieu of overtime is available at the hours worked by agreement between MIL and the employee and taken at a mutually agreed time.

- 19.2.4 After completion of the first continuous quarter hour, overtime shall not be paid for periods of less than one-half of an hour. An employee can be directed to perform reasonable overtime. MIL and an employee may vary the terms of this clause provided that any variation is committed to writing and signed by both parties and if applicable, the Union representing the employee, and provided further that any union objection is specified.
- 19.2.5 Payment for overtime worked shall be calculated in fortnightly periods.
- 19.2.6 Overtime hours for Channel Attendants shall be determined in accordance with Schedule 4.

20. MEAL AND REST BREAKS

- 20.1 Employees shall be allowed a meal break each work day of not less than thirty (30) minutes and not more than sixty (60) minutes, which time shall not be paid for. No employee shall be required to work more than five hours without a break for a meal.
- 20.2 Employees who work shifts of longer than five hours will be provided with one 10 minute paid rest break for each four hours worked (excluding meal breaks), up to a maximum 20 minutes. In general, a 10 minute rest break will be provided in the morning and again in the afternoon at times convenient to colleagues, customers and the company.
- 20.3 MIL expects common sense to prevail and reserves the right to implement set times if evidence of abuse exists.
- 20.4 This Clause shall not apply to any employee whose scheduled work in any 24 hour period is 4 hours or less.

PART E - LEAVE

21. ANNUAL LEAVE

- 21.1 Annual leave shall be due annually to employees on the basis of twenty (20) working days per year, 40 hours per week (accruing at the rate of 2.923 hours per week or pro rata).
- 21.2 Employees are required to take a minimum 10 days annual leave each year. Annual leave not taken in any year may accrue at the rate of 10 days per year, up to a maximum fifty (50) working days and any leave in excess of that amount shall be taken at the instruction of the management. The accrual limit has been increased to assist staff in times of stand down due to drought conditions. In exceptional circumstances additional leave accruals may be approved by the General Manager.
- 21.3 The taking of annual leave shall be subject to the following:-
- 21.3.1 All such leave, whether ordinary or accumulated, shall be taken only at such times as MIL, for operational purposes shall deem convenient, and in the absence of agreement on the taking of leave, it shall be taken at a time determined by MIL. MIL will endeavour to accommodate the needs of the employees.
- 21.3.2 Annual leave shall accrue from month to month and leave so accrued or any portion thereof may be granted to an employee by MIL at such time as MIL deems convenient. One continuous block of at least five (5) days annual leave must be taken each year. Remaining leave may be taken in periods of less than one week by agreement; and
- 21.3.3 Annual leave shall accrue to employees in respect of any authorised period of paid absence from duty. It shall not accrue during periods of unpaid absence. Payment for the period of leave shall be at the rate specified in this Agreement and shall not include any special payments. In particular, it shall be based on the ordinary hours worked by the employee concerned, i.e. 40 hours in the case of a full time weekly employee.
- 21.4 The rate of pay used to determine annual leave payments, shall be that rate of pay which applies when the leave is taken.
- 21.5 Annual leave for Channel Attendants will accrue as for other staff however additional leave associated with their roster arrangements generally to allow for public holidays and weekends worked are included as time off in their roster schedule.

22. ROSTERED DAYS OFF

Employees may elect to accrue one rostered day off each 20 days as an alternative to taking a one hour lunch break. In such cases the number of hours worked by the employee each day will remain unaltered with the exception that the lunch break shall reduce to 35 minutes per day, and 25 minutes of work time shall accrue toward a rostered day off. The taking of rostered days off will be subject to the requirements of the company and so as to ensure no reduction in service or efficiency. For Works staff, 13 rostered days off will be nominated for the following calendar year before December 1 each year. Employees working rostered days off may accrue up to three days by agreement.

23. ANNUAL LEAVE LOADING

Leave loading shall not apply but a sum equal to 1.3% of base annual salary shall be paid in the pre-Christmas pay period each year. For employees not working the entire season the payment will be pro rata for the number of days worked.

24. SICK LEAVE

24.1 Sick leave is for the sole purpose of providing income for employees unable to attend work through injury or illness and shall be allowed at 10 days per year, subject to sub-clause 24.4. Unused sick leave will be accrued. Unused DLWC accruals will remain. Sick leave will not continue to accrue during periods of unpaid leave.

24.2 An employee (other than a casual employee) after one year's service with MIL, who is absent from work on account of personal illness or injury shall be entitled to leave with normal payment subject to the following conditions:-

24.2.1 An employee shall not be entitled to be paid for any absence for any period for which the employee is entitled to worker's compensation;

24.2.2 The employee shall take all reasonable steps prior to the commencement of such absence, to inform MIL, or its representative, of the employee's inability to attend for duty and shall state the nature of the injury or personal illness and the estimated duration of the absence; and

24.2.3 MIL may request that a claim for sick leave be supported by evidence satisfactory to MIL that the employee was unable on account of injury or personal illness to attend for duty on the day or days for which leave is claimed. The term "evidence satisfactory to MIL" means a medical certificate.

24.2.4 Fraudulent claims for sick leave payment shall be grounds for dismissal.

24.2.5 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 5 days and that period is supported by a Medical Certificate, the period of leave will be re-credited.

24.3 Where an employee is absent on sick leave for an extended period and/or management have a good and sufficient reason to believe that the employee will be unable to return to work or is unable to undertake the duties of the position, MIL at its cost may direct the employee to undertake a medical examination by a duly qualified medical practitioner to determine the employee's fitness for work and whether the employee should be retired on medical grounds.

24.4 Up to the end of the first year of employment an employee will be entitled to 5 days of sick leave provided medical evidence of illness is provided. After one year's service the accruals shall be 10 days per year.

25. LONG SERVICE LEAVE

The terms of the NSW Long Service Leave Act 1955 shall apply. Previous years of service with the Department of Water Resources will be counted for the purpose of determining the entitlement to leave provided that there has been no break in the continuity of service. Long service leave may be taken in more than two continuous periods by agreement between MIL and the employee. It does not continue to accrue during periods of unpaid leave.

26. BEREAVEMENT LEAVE

A full-time or part-time employee shall on the death of a spouse, parent, sibling, sister or brother-in-law, child, step-child, grandparent or parent-in-law be entitled to a maximum of 3 days leave with pay on the occasion of the death. For the purpose of this Clause the word spouse shall include a person

who lived with the employee as a defacto spouse. Proof of entitlement shall be furnished by the employee to the satisfaction of MIL, if MIL so requests.

27. PARENTAL LEAVE

Parental Leave means either maternity, paternity or adoption leave and has the same meaning as those terms in the Act whose provisions shall apply to employees.

28. JURY & OTHER SERVICE

28.1 An employee required for jury service during his or her ordinary working hours shall be paid ordinary time earnings but payments for Court attendance shall be paid directly to MIL. An employee shall notify MIL as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give MIL proof of his or her attendance, the duration of such attendance and the amount received in respect of jury service.

28.2 Other Service

Employees nominating for other service, which may include voluntary service, (S.E.S., Rural Fire Brigade etc.) will be remunerated for approved absence from work.

29. 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.

30. PUBLIC HOLIDAYS

The Public Holidays under this Agreement shall be New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Monday, Labour Day, Queen's Birthday, Christmas Day, Boxing Day, on the dates as gazetted from time to time by the NSW Government. In addition, Melbourne Cup Day will be a public holiday under this Agreement. Employees who work on a Public Holiday shall be entitled to equivalent time off without loss of pay in addition to paid overtime for the hours worked. (Alternate Channel Attendants arrangements are outlined in Schedule 4 of this Agreement). MIL and employee(s) may agree to alter the actual days on which these public holidays are observed, including taking the days in conjunction with annual leave.

PART F - OTHER CONDITIONS

31. PAYMENT OF WAGES

31.1 Except on termination of employment, salaries shall be paid fortnightly.

31.2 Pay day, once determined, cannot be changed without a minimum of one month's notice unless exceptional circumstances beyond MIL's control arise.

31.3 Salaries shall be paid by one of the following means:-

31.3.1 Generally by Electronic Funds Transfer to employee's nominated financial institution.

31.3.2 Cheque only where banking facilities are inadequate

31.4 MIL shall provide each employee every pay period and on the employee's last day of employment a statement of the employee's earnings for that period or part thereof as the case may be. Provided that where an employee is dismissed without notice, or an employee fails to give notice, abandons employment or otherwise ceases to be employed through no action of MIL, MIL shall not be obliged to pay any outstanding monies until the next scheduled pay day.

32. PROBATION

New employees shall commence employment on a six month probationary period which shall be reviewed after one month, three months and six months.

33. SUPERANNUATION

33.1 MIL will contribute to up to three (3) superannuation funds on behalf of employees at the rate specified by federal Superannuation Guarantee legislation as varied from time to time. The current nominated funds are:

- 33.1.1 National Flexiplan Plus.
- 33.1.2 AMP Custom Super.
- 33.2 The choice of superannuation funds will be reviewed from time to time by the Superannuation sub-committee of MIL.
- 33.3 Such choice may be varied on recommendation from the Superannuation sub-committee, but not more often than annually.
- 33.4 Employees may contribute to superannuation in lieu of salary (within the guidelines of Federal superannuation and taxation legislation).

34. PROTECTIVE CLOTHING

- 34.1 Appropriate safety wear will be provided (including boots, protective overalls, glasses, helmets).
- 34.2 UV protection will be provided for employees while engaged in outdoor work.
- 34.3 In addition, three pair of long trousers and three long-sleeved shirts will be provided to each employee and replaced on a wear and tear basis.
- 34.4 One jumper and one jacket will be provided to each employee as required and replaced on a fair wear and tear basis.
- 34.5 For administration staff for whom the clothing referred to above may be inappropriate, other clothing approved by the company and embossed with the MIL logo, or equivalent payment for such clothing will be made up to a maximum of \$300 per employee per year.

35. TRAINING

35.1 Apprentices

An apprentice's wage shall be calculated to the undermentioned percentage of the relevant trade rate as provided for in this Agreement:

<u>Three years apprenticeship:</u>		<u>Four years apprenticeship:</u>	
in the first year	60%	in the first year	60%
in the second year	75%	in the second year	75%
in the third year	90%	in the third year	80%
		in the fourth year	90%

35.2 Traineeships

35.2.1 Notwithstanding anything elsewhere contained in this Agreement, MIL may employ Trainees subject to the conditions contained in this Clause.

35.2.2 Application and Objectives

35.2.2.1 Before this Clause shall have effect on the employment of a trainee, MIL and a trainee must have entered into a training agreement.

35.2.2.2 Existing full time employees shall not be displaced from employment by trainees.

35.2.3 Training Conditions

Trainees engaged under this Clause shall attend the off-the-job training prescribed in the training agreement. MIL shall ensure that the trainee is permitted to attend the off-the-job training course and provide appropriate supervision during on-the-job training.

35.2.4 Employment Conditions

35.2.4.1 The trainee shall be engaged for a period of twelve months as a full time employee, provided that the trainee may be subject to a satisfactory probation period as outlined in this Agreement (Clause 32).

35.2.4.2 The trainee is permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the training agreement.

35.2.4.3 Where the employment of a trainee by MIL is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purpose of this Agreement and Long Service Leave/entitlements. Trainees shall be

regarded as full time employees.

35.2.5 Salary

For the purpose of achieving stability of income for a trainee over the traineeship period, the wage rate for a trainee shall be calculated on the following basis:-

Rate for entry multiplied by percentage of time spent on-the-job.

36. TERMINATION OF EMPLOYMENT

36.1 Notice of termination by MIL:-

36.1.1 In order to terminate the employment of an employee MIL shall give to the employee two week's notice.

36.1.2 Payment in lieu of the notice prescribed hereof shall be made if the appropriate notice period is not given by MIL.

36.2 Payment in lieu of notice, shall be at the ordinary time rate.

36.3 The period of notice in this Clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in the case of casual employees, employees on probation, apprentices or employees engaged for a specific period of time or for a specific task or tasks. Casuals may have their employment terminated with one hour's notice, subject to any minimum term of engagement.

36.4 For the purpose of this Clause, continuity of service means service unbroken by:

36.4.1 any interruption or termination of the employment by MIL, if such interruption or termination occurred merely with the intention of avoiding obligations in respect of leave of absence.

36.4.2 any temporary absence from work on account of personal sickness or accident or on account of leave granted, imposed or agreed to by MIL; or

36.4.3 any absence with reasonable cause, proof of which shall be supplied by the employee and provided such absence is notified to MIL within a reasonable time of its commencement.

Previous continuous service will be included in any calculation.

36.5 The notice of termination required to be given by an employee shall be the same as that required of MIL.

36.6 If an employee fails to give notice MIL shall have the right to withhold moneys due to the employee, with a maximum amount equal to the ordinary time rate of pay for the period of notice. In addition MIL shall have the right to withhold from money due an employee the value of any MIL property which the employee has failed to return, cash advances made or other money due to MIL..

36.7 Where MIL has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. Time off shall be at times convenient to both employee and MIL.

36.8 MIL shall, for an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification or type of work performed by the employee.

36.9 Notwithstanding the provisions of this Agreement, MIL shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, such as serious misconduct and in such cases

the wages and accrued entitlements (leave, etc.), subject to sub-clause 36.6, shall be paid up to the time of dismissal only.

36.10 Termination of employment by MIL shall not be harsh, unjust or unreasonable.

36.11 Subject to the provisions of the Act, any dispute or claim arising should be dealt with by way of the Disputes Settling Procedure contained in this Agreement.

36.12 In the event the termination is a result of redundancy Clause 39 shall apply.

37. DISCIPLINARY PROCEDURE

37.1 If a supervisor or manager becomes aware of unsatisfactory performance or inappropriate behaviour the supervisor or manager must immediately make the employee aware that the performance or behaviour is unsatisfactory and advise the employee of what is considered satisfactory. In the first instance this would be done verbally and confirmed in a memo to the employee as a verbal warning.

37.2 Should the unsatisfactory performance or inappropriate behaviour continue, the matter must be again brought to the attention of the employee in the form of a formal warning. This time the specific requirements should be documented making sure that the employee is provided with a copy. Such documentation must include reference to the unsatisfactory performance or behaviour. It should also set out an agreed plan of action to be taken to restore the performance or behaviour to a satisfactory level. The employee must be advised of the possible consequences of a failure to improve performance.

37.3 All unsatisfactory performance counselling shall be brought to the attention of the General Manager.

37.4 If unsatisfactory performance or behaviour is on-going the employee should be further counselled and advised in writing that should the performance or behaviour remain unsatisfactory then dismissal or termination of employment will result. This is a final warning and it would be appropriate to review the performance improvement plan with the employee.

37.5 Should the unsatisfactory performance or inappropriate behaviour continue, then the employee may be subject to dismissal.

37.6 The employee is entitled to obtain the assistance of a representative or union delegate at any point during the disciplinary process.

37.7 MIL may suspend an employee with or without pay during the conduct of an investigation into the employee's conduct or performance. Provided that where an investigation results in the employee being reinstated, the employee shall be entitled to payment of ordinary salary withheld during the period of suspension.

38. ABANDONMENT OF EMPLOYMENT

Where an employee abandons employment, payment of wages shall only be for hours worked and entitlements to the actual hour of abandonment. Payment of notice in lieu will not apply and the provisions of sub-clause 36.6 shall apply. For the purposes of this clause, an employee shall be deemed to have abandoned employment upon failure to attend work without notification or explanation to the company for a period of three days. The company shall make reasonable efforts to contact the employee during any such period of non-attendance before making a final conclusion as to the employee's intentions.

39. REDUNDANCY, DROUGHT AND DISASTER PROVISIONS

39.1 Discussions before termination of employment:-

39.1.1 Where MIL no longer requires a position occupied by an employee to be performed by anyone, and this is not due to the ordinary and customary turnover of the business, and that decision may lead to termination of employment, MIL shall hold discussions with the employees directly affected.

39.1.2 The discussions shall take place as soon as is practicable after MIL has become reasonably

aware of the possible change and will advise employees of the reasons for the possible terminations of employment, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

- 39.1.3 For the purpose of the discussion MIL shall, as soon as practicable, provide in writing to the employees concerned and the Consultative Committee, all relevant information about the possible terminations of employment including the reasons for the possible terminations, the number and type of employees likely to be affected, the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that MIL shall not be required to disclose confidential information, the disclosure of which would be contrary to MIL's commercial interests.

39.2 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 39.1 hereof, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and MIL may, at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

39.3 Stand Down

- 39.3.1 MIL may stand down employees with or without pay for any day the employee cannot be usefully employed because of drought, as defined in clause 9 of this Agreement.
- 39.3.2 When the Company proposes to exercise the right conferred by this clause, it shall first consult with the employee(s) in accordance with clause 10.8.2 of this Agreement.
- 39.3.3 Any employee who is stood down under this clause shall be treated for all purposes (other than payment of wages) as having not broken continuity of service notwithstanding such standing down.
- 39.3.4 Any employee who is stood down under this clause shall be at liberty to take other employment during the period of stand down provided the position does not in any way conflict with the interests of MIL.
- 39.3.5 Any employee whom the Company proposes to stand down under this clause shall be entitled to elect to take any annual or long service leave to which the employee is entitled in lieu of loss of income for the period of stand down or part thereof.
- 39.3.6 With the prior consent and written agreement of the Company, if an employee has exhausted available leave and long service leave accruals, the employee may elect to take annual leave in advance provided that any leave taken in advance shall be deducted from the employee's future leave credits as they accrue.
- 39.3.7 In the event the employee ceases to work for the employer before the leave has been repaid, payment may be deducted by the employer from future termination payments upon resignation, retirement, redundancy or dismissal.

39.4 Severance pay

In addition to any period of notice prescribed for ordinary termination in this Agreement, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out herein shall be entitled to the following amount of severance pay in respect of a continuous period of service:-

Period of continuous service

1 year or more but less than 2 years

2 years or more but less than 3 years

3 years or more

Staff over 45 years of age and not yet aged 60 years of age, with more than 3 years service.

Severance Pay

2.4 weeks pay, plus for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum 4.8 weeks pay

4.8 weeks pay, plus for all service in excess of 2 years, 1.6 hours pay per completed week of service up to a maximum of 7 weeks pay

7 weeks pay, plus for all service in excess of 3 years, 1.46 hours pay per completed week of service up to a maximum of 26 weeks pay

An additional 5 weeks pay

For the purposes of this sub-clause, "weeks pay" means the ordinary rate of pay at the time the termination of employment occurs (e.g. 40 hours for a full time weekly employee or as prescribed in Schedule 4 for Channel Attendants).

39.5 Alternative employment and incapacity to pay

39.5.1 MIL, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if MIL obtains acceptable alternative employment for an employee.

39.5.2 MIL, in a particular circumstance, may apply to the Commission to have the severance pay prescription varied on the basis of MIL's incapacity to pay.

39.6 Time off during notice period

39.6.1 During the period of notice of termination given by MIL, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

39.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of MIL, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

39.7 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in paragraph 39.1 hereof, MIL shall notify the nearest Centrelink office as soon as possible giving relevant information including the number and type of employees likely to be affected and the period over which the terminations are likely to occur.

39.8 Transmission of Business

39.8.1 The provisions of clauses 39.1-39.7 are not applicable where a business is before or after the date of this award, transmitted from one employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:

39.8.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

39.8.1(b) Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
- which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee.

39.9 Employees with less than one year's service

This Clause shall not apply to employees with less than one year's continuous service and the general obligation on MIL should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

39.10 Employees exempted

This Clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of casual employees, apprentices or employees engaged for a specific task or tasks. It does not apply to employees retiring. It does not apply to employees working for MIL who are not covered by this Agreement.

39.11 Transfer

Where MIL offers and the redundant employee accepts a transfer to another location within the organisation, and the transfer involves the relocation of the employee, the employee shall be entitled to receive reasonable removal expenses and allowances for both the employee and the employee's dependants.

39.12 Outplacement and Financial Services

MIL will arrange for the provision of outplacement and/or financial services to employees who are terminated by reason of redundancy under this clause up to a maximum value of \$1000.00 per employee. The employee may nominate a preferred provider of services subject to the approval of the company. The company shall have the ultimate discretion as to the appropriate provider of services.

40. CONFIDENTIALITY

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

41. TRAVELLING BETWEEN SITES

Where an employee agrees to use their own vehicle for the carrying out of work for MIL (other than carriage to the normal place of work) reasonable cost per kilometre will be reimbursed. Reasonable costs shall be the kilometre rate applied to Board members attending meetings.

42. GRIEVANCE PROCEDURE

42.1 In the event of a dispute arising between MIL and employee(s), any matter which remains in dispute after it has been considered jointly by the appropriate supervisor and by the employee(s) concerned shall then be examined by the General Manager or appointed deputy.

42.2 If the dispute remains unsettled MIL's representative shall ensure that the matter is recorded in writing in pertinent detail, while the employee(s) may notify the Consultative Committee or a representative of the Union of the nature and details of the matter in dispute.

42.3 If the dispute thereafter remains unresolved the question shall be discussed between the General Manager and the relevant representative each of whom shall take all reasonable steps to settle the dispute.

42.4 If the dispute remains unsettled after the procedure specified in 42.3 hereof has been concluded the matter shall be notified to the Commission.

- 42.5 While the procedures herein are being followed all work shall continue normally.
- 42.6 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 by or prejudiced by the fact that normal work has continued without interruption.
- 42.7 If the dispute concerns questions of safety, it shall be immediately referred to the General Manager, the Supervisor and Safety Committee who shall consider and resolve the matter forthwith.

43. HEALTH AND SAFETY

43.1 Damage to Clothing, Spectacles and Tools

43.1.1 Compensation to the extent of the damage sustained shall be made where in the course of the work, clothing, spectacles, hearing aid or tools are damaged or destroyed. Provided that MIL's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties. Compensation under this paragraph shall not be payable if the employee is compensated for damage under workers compensation legislation and may not be paid where an employee was not properly using safety equipment provided by MIL or where the employee disregarded established safety procedures or instructions issued by MIL.

43.1.2 MIL may ask for reasonable evidence of loss or damage and withhold compensation until such evidence is provided by the employee.

43.2 Safety Equipment

Safety equipment as provided by MIL will be utilised as directed and in accordance with the manufacturers instructions.

43.3 Safety Procedures

Safety procedures shall be followed by all employees. Failure to acknowledge and adhere to safety policies shall be grounds for dismissal. Neglect of safety procedures that may lead to injury of other persons or employees shall be grounds for instant dismissal.

43.4 Employee's Duty

Notwithstanding MIL's responsibility, the employee has a duty:

43.4.1 To protect the employee's own health and safety at work;

43.4.2 To avoid any risks to the health and safety of any other person or property through any act or omission at work.

43.5 An employee shall not, by the consumption of alcohol or a drug, be in such a state as to endanger the employee's own safety at work or the safety of any other person at work. An employee who appears to MIL to be under the influence of alcohol or drugs shall be advised that the employee is not to commence or continue work until a test has been carried out by an authorised MIL employee, medical practitioner or trained nurse in accordance with the MIL policy and a negative test result has been returned. Any costs associated with testing by a medical practitioner or trained nurse shall be borne by MIL. During this time the employee shall be stood down without pay. If the test results show that the employee was not under the influence of drugs or alcohol, the employee shall be reimbursed for time lost while stood down. Non compliance with the policy will be considered a disciplinary matter and dealt with under the disciplinary procedure (clause 37)

43.6 First Aid facilities

Suitable first aid equipment in an hygienic container shall be available in each workplace/vehicle in an accessible place. This equipment should be regularly inspected, and replenished as necessary by MIL.

44. EMPLOYMENT RECORDS

44.1 Time, Salary Records & Inspection Rights

44.1.1 MIL shall keep, or cause to be kept, employment records in accordance with relevant legislation. MIL shall enter or cause to be entered in such a correct record, the hours worked and the salaries (including superannuation) paid to each employee to whom this Agreement applies. MIL shall, on receipt of reasonable notice, produce such record for inspection by an accredited union official or Consultative Committee member approved by the employee and

MIL for the sole purpose of investigating any breach or suspected breach of this Agreement. Records will not be available on pay days. The approval of the employee involved must also be provided.

44.1.2 If an employee's employment is terminated MIL shall be required to hold records for that employee for 12 months after the employee's termination.

44.1.3 MIL shall keep sufficient record and detail of the employment relationship for the purpose of tracking accruals, use etc. of annual leave, sick leave, long service leave and parental leave.

45. **AUTHORISED DEDUCTIONS**

MIL will deduct union dues from the salary of an employee where authority for such deduction has been given by the employee to MIL. Union dues deducted will be forwarded monthly to the nominated union by cheque or electronic transfer.

PART G - DECLARATION AND FUTURE COMMITMENTS

46. **DECLARATION**

In accordance with the various provisions of the Act, this Agreement was negotiated between all the parties through extensive and exhaustive discussion and it represents the agreed compromises of all the parties.

47. **FUTURE NEGOTIATION**

47.1 The parties agree to commence negotiations on the new Agreement no later than three months prior to the termination date of the Agreement.

47.2 During this three month deliberation period the parties will meet in order to seek agreement (resolution of any issues).

47.3 The parties may seek the assistance of the Commission during the deliberation period.

48. **JOINT REVIEW OF CONDITIONS**

48.1 It is the intention that during the period of this Agreement a Joint Review by MIL and the employees represented by the Consultative Committee of the operational requirements will be conducted. This will enable the implementation of employment conditions and pay ranges that may be more specific to the wider application of MIL's operations. These will be based on MIL's unique customer service levels and its effective and efficient employment of staff.

48.2 The parties also agree that during the life of this Agreement MIL with the support of relevant employees and their Union representatives may trial new working arrangements to facilitate and accommodate the planned review of this Agreement.

49. **ANTI-DISCRIMINATION**

49.1 It is the intention of the parties to this Agreement to help to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

49.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clauses, the parties must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

49.3 Nothing in this clause is to be taken to affect:

49.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under anti-discrimination legislation;

49.3.2 Until further notice, the payment of different wages for employees who have not reached a particular age;

49.3.3 An employee, employer or registered Organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission or the Anti-Discrimination Board of New South Wales.

50. SIGNATORIES

50.1 George Warne
General Manager
For and on behalf of Murray Irrigation Limited

Witness

50.2 AWU (NSW)

Witness

50.3 PSA (NSW)

Witness

50.4 TWU (NSW)

Witness

SCHEDULE 1

Weekly base rates (40 hour week) & Agreement Classifications

New rates for week's work (\$) – First year of Agreement

Old Rate 40hrs	3% Increase	New Rate 40 hrs	Classification for construction/Maintenance
\$ 678.33	\$ 20.35	\$ 698.68	Cleaner Full Time
\$ 589.94	\$ 17.70	\$ 607.64	Irrigation Trainee
\$ 591.12	\$ 17.73	\$ 608.85	Truck Driver Grade 4
\$ 646.99	\$ 19.41	\$ 666.40	Truck Driver Grade 7
\$ 630.99	\$ 18.93	\$ 649.92	General Construction Hand Grade 3
\$ 649.47	\$ 19.48	\$ 668.95	General Construction Grade 3 & Leading Hand
\$ 672.18	\$ 20.17	\$ 692.35	Plant Operator Group C
\$ 681.90	\$ 20.46	\$ 702.36	Plant Operator Group D
\$ 690.71	\$ 20.72	\$ 711.43	Plant Operator Group C and Leading Hand
\$ 812.16	\$ 24.36	\$ 836.52	Senior Mechanic
\$ 693.34	\$ 20.80	\$ 714.14	Plant Operator Group E
\$ 714.42	\$ 21.43	\$ 735.85	Build and Const Carpenter Leading Hand
\$ 822.16	\$ 24.66	\$ 846.82	General Construction Overseer 1
\$ 830.08	\$ 24.90	\$ 854.98	General Overseer 2
\$ 758.70	\$ 22.76	\$ 781.46	Asst Maintenance Supervisor

New rates for week's work (\$) – Second year of Agreement

Old Rate 40hrs	3% Increase	New Rate 40 hrs	Classification for Construction/Maintenance
\$ 698.68	\$ 20.96	\$ 719.64	Cleaner Full Time
\$ 607.64	\$ 18.23	\$ 625.87	Irrigation Trainee
\$ 608.85	\$ 18.27	\$ 627.12	Truck Driver Grade 4
\$ 666.40	\$ 19.99	\$ 686.39	Truck Driver Grade 7
\$ 649.92	\$ 19.50	\$ 669.42	General Construction Hand Grade 3
\$ 668.95	\$ 20.07	\$ 689.02	General Construction Grade 3 & Leading Hand
\$ 692.35	\$ 20.77	\$ 713.12	Plant Operator Group C
\$ 702.36	\$ 21.07	\$ 723.43	Plant Operator Group D
\$ 711.43	\$ 21.34	\$ 732.77	Plant Operator Group C and Leading Hand
\$ 836.52	\$ 25.10	\$ 861.62	Senior Mechanic
\$ 714.14	\$ 21.42	\$ 735.56	Plant Operator Group E
\$ 735.85	\$ 22.08	\$ 757.93	Build and Const Carpenter Leading Hand
\$ 846.82	\$ 25.40	\$ 872.23	General Construction Overseer 1
\$ 854.98	\$ 25.65	\$ 880.63	General Overseer 2
\$ 781.46	\$ 23.44	\$ 804.90	Asst Maintenance Supervisor

New rates for week's work (\$) – Third year of Agreement

Old Rate 40hrs	3% Increase	New Rate 40 hrs	Classification for Construction/Maintenance
\$ 719.64	\$ 21.59	\$ 741.23	Cleaner Full Time
\$ 625.87	\$ 18.78	\$ 644.64	Irrigation Trainee
\$ 627.12	\$ 18.81	\$ 645.93	Truck Driver Grade 4
\$ 686.39	\$ 20.59	\$ 706.98	Truck Driver Grade 7
\$ 669.42	\$ 20.08	\$ 689.50	General Construction Hand Grade 3
\$ 689.02	\$ 20.67	\$ 709.69	General Construction Grade 3 & Leading Hand
\$ 713.12	\$ 21.39	\$ 734.51	Plant Operator Group C
\$ 723.43	\$ 21.70	\$ 745.13	Plant Operator Group D
\$ 732.77	\$ 21.98	\$ 754.76	Plant Operator Group C and Leading Hand
\$ 861.62	\$ 25.85	\$ 887.47	Senior Mechanic
\$ 735.56	\$ 22.07	\$ 757.63	Plant Operator Group E
\$ 757.93	\$ 22.74	\$ 780.67	Build and Const Carpenter Leading Hand
\$ 872.23	\$ 26.17	\$ 898.40	General Construction Overseer 1
\$ 880.63	\$ 26.42	\$ 907.05	General Overseer 2
\$ 804.90	\$ 24.15	\$ 829.05	Asst Maintenance Supervisor

SCHEDULE 2

Weekly base rates (38 hour week) & Agreement Classifications

New rates for week's work (\$) – First year of Agreement

Old Rate	3%	New Rate	Classification for Water Distribution
38 Hrs	Increase	38 Hrs	
\$636.12	\$19.08	\$655.20	Channel Attendant Entry
\$746.18	\$22.39	\$768.57	Channel Attendant 2nd Year
\$757.56	\$22.73	\$780.29	Channel Attendant
\$858.87	\$25.77	\$884.64	Central Water Ordering Planner
\$939.39	\$28.18	\$967.57	Water Distribution Supervisor

New rates for week's work (\$) – Second year of Agreement

Old Rate	3%	New Rate	Classification for Water Distribution
38 Hrs	Increase	38 Hrs	
\$655.20	\$19.66	\$674.86	Channel Attendant Entry
\$768.57	\$23.06	\$791.62	Channel Attendant 2nd Year
\$780.29	\$23.41	\$803.70	Channel Attendant
\$884.64	\$26.54	\$911.18	Central Water Ordering Planner
\$967.57	\$29.03	\$996.60	Water Distribution Supervisor

New rates for week's work (\$) – Third year of Agreement

Old Rate	3%	New Rate	Classification for Water Distribution
38 Hrs	Increase	38 Hrs	
\$674.86	\$20.25	\$695.11	Channel Attendant Entry
\$791.62	\$23.75	\$815.37	Channel Attendant 2nd Year
\$803.70	\$24.11	\$827.81	Channel Attendant
\$911.18	\$27.34	\$938.51	Central Water Ordering Planner
\$996.60	\$29.90	\$1,026.50	Water Distribution Supervisor

SCHEDULE 3

Weekly base rates (38 hour week) & Agreement Classifications

New rates for week's work (\$) – First year of Agreement

Old Rate	3%	New Rate	Classification for Administration
38 Hrs	Increase	38 Hrs	
\$485.72	\$14.57	\$500.29	Administrative Officer Grade 1
\$511.19	\$15.34	\$526.53	Administrative Officer Grade 2
\$549.82	\$16.49	\$566.31	Administrative Officer Grade 3
\$600.63	\$18.02	\$618.65	Administrative Officer Grade 4

New rates for week's work (\$) – Second year of Agreement

Old Rate	3%	New Rate	Classification for Administration
38 Hrs	Increase	38 Hrs	
\$500.29	\$15.01	\$515.30	Administrative Officer Grade 1
\$526.53	\$15.80	\$542.32	Administrative Officer Grade 2
\$566.31	\$16.99	\$583.30	Administrative Officer Grade 3
\$618.65	\$18.56	\$637.21	Administrative Officer Grade 4

New rates for week's work (\$) – Third year of Agreement

Old Rate	3%	New Rate	Classification for Administration
38 Hrs	Increase	38 Hrs	
\$515.30	\$15.46	\$530.76	Administrative Officer Grade 1
\$542.32	\$16.27	\$558.59	Administrative Officer Grade 2
\$583.30	\$17.50	\$600.80	Administrative Officer Grade 3
\$637.21	\$19.12	\$656.32	Administrative Officer Grade 4

SCHEDULE 4

Arrangements for Channel Attendants

1. HOURS OF WORK

- (a) The hours of work shall be 8 hours per day. The basis for employment is a 38 hour week. Employees can expect to work 219 eight hour days each year. (i.e. 13 accrued leisure days).
- (b) Any days worked outside the roster or in excess of 219 days per year will attract overtime rates for the hours actually worked. However, an officer may elect to take leave in lieu of overtime for actual hours worked.
- (c) Ordinary hours to be worked during the non-watering season shall not exceed 160 hours per four week period and shall be worked on five (5) days per week, Monday to Friday.
- (d) Non watering season works will be supervised by the Distribution Supervisor or other Supervisor authorised by the Distribution Manager as appropriate for the work to be carried out.

2. ROSTERS

- (a) MIL will maintain a roster for officers to suit local management requirements and such roster will be displayed in a place accessible to officers.
- (b) A roster will be displayed twenty eight (28) days in advance. Provisional rosters may be prepared for the season.
- (c) Rosters may provide any combination of days on duty and days off duty provided that in each roster no officer will be required to work more than nine consecutive days and to have less than three consecutive days off duty following a work period of more than eight consecutive days.

3. ACCRUED LEISURE DAYS

Officers required to work on accrued leisure days may elect to take an alternative working day as the day rostered off. Accrued leisure days, if applicable, will accrue, by arrangement between the employee and local management to be then taken at a mutually convenient time.

4. DESIGN OF WORK

The parties to this Agreement mutually agree to cooperate positively in reviews of existing work and management practices addressing all aspects of service delivery to clients and the development and application of new technology.

5. VEHICLE USE

Limited private use of vehicles will be permitted according to guidelines established by the General Manager.

6. NATURE OF WORK

The primary function of Channel Attendants is water distribution, however, staff may be requested from time to time to carry out other tasks as determined by the General Manager. The nature of other tasks shall be limited only by the skills and safe working arrangements required.