



## DECISION

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

**Murrumbidgee Irrigation Ltd**  
(AG2014/4048)

### **MURRUMBIDGEE IRRIGATION LIMITED WORKPLACE AGREEMENT 2014**

Water, sewerage and drainage services

VICE PRESIDENT LAWLER

SYDNEY, 1 MAY 2014

*Application for approval of the Murrumbidgee Irrigation Limited Workplace Agreement 2014.*

[1] An application has been made for approval of an enterprise agreement known as the *Murrumbidgee Irrigation Limited Workplace Agreement 2014 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by the *Murrumbidgee Irrigation Ltd*. The Agreement is a single-enterprise agreement.

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

[3] The *Australian Workers' Union* and the *Public Service Association (NSW)* being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 May 2014. The nominal expiry date of the Agreement is 7 May 2018.



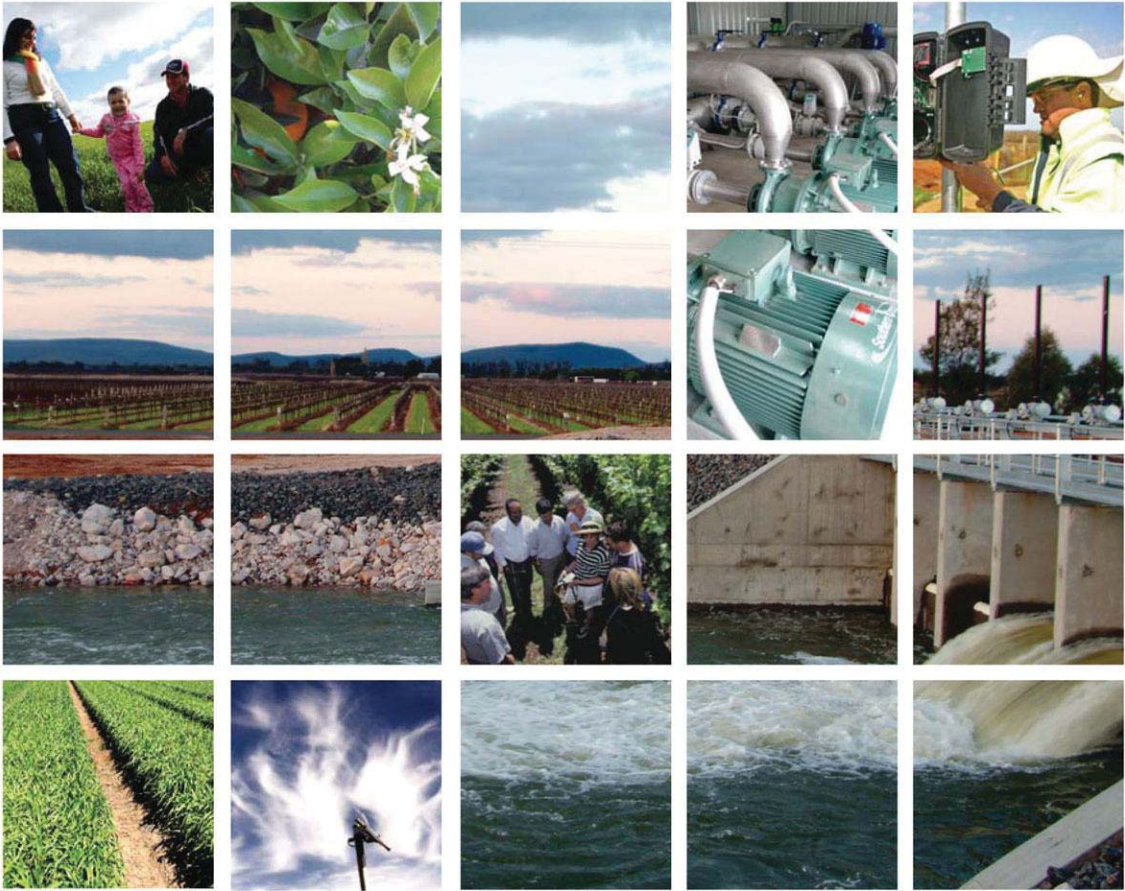
VICE PRESIDENT

[2014] FWCA 2878

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# WORKPLACE AGREEMENT 2014



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## **PART A – OPERATION OF AGREEMENT**

### **1. Title**

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- 1.1 This Agreement shall be known as the Murrumbidgee Irrigation Limited Workplace Agreement 2014.

### **2. Agreement Objectives**

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- 2.1. This Agreement is designed to:
- (a) create a harmonious work environment based on mutual trust and understanding;
  - (b) increase efficiency and productivity through the development and effective utilisation of employee skills and continuous improvement;
  - (c) provide high standards of workplace health and safety;
  - (d) ensure that the principles of equal opportunity in employment are applied and that any discrimination, harassment and vilification is excluded from the workplace; and
  - (e) support the provision of cost effective services to customers and shareholders as the parties recognise the need for a commercially viable company to service the community.

### **3. Scope and Parties Bound**

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- 3.1. This Agreement covers:
- (a) MI;
  - (b) the Employees;
  - (c) any union that was a bargaining representative for this Agreement who has, after the Agreement was made but before it was approved by the Fair Work Commission (FWC, applied in writing to the FWC pursuant to the Act stating that it wants to be covered by it).
- 3.2. This Agreement replaces the Murrumbidgee Irrigation Limited Workplace Agreement 2008 and operates to the exclusion of the Award or any industrial instrument that, but for this Agreement, might otherwise apply to the Employees.
- 3.3. A copy of this Agreement and the National Employment Standards (NES) will be made available to all Employees and will be available on MI's intranet site.

#### **4. Duration**

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- 4.1. This Agreement shall commence seven days after the date it is approved by the FWC, and shall remain in force until at least the Nominal Expiry Date.
- 4.2. The Nominal Expiry Date of this Agreement will be four years from the date the Agreement is approved by the FWC.
- 4.3. This Agreement will continue to operate after the Nominal Expiry Date until the date it is formally terminated or replaced in accordance with the provisions of the Act (as defined in Clause 5).

#### **5. Variation or Termination of Agreement**

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- 5.1. This Agreement may be varied at any time throughout its operation:
- (a) with the consent of MI and a majority of Employees; or
  - (b) unilaterally by either MI, an Employee or any Union covered by this Agreement pursuant to Clause 3.1(c) above to remove an ambiguity or uncertainty in the Agreement;

subject to the provisions for doing so set out in the Act (which at the time of entry into this Agreement requires, among other things, the approval of the FWC).

- 5.2. This Agreement may be terminated:
- (a) before the Nominal Expiry Date with the consent of MI and a majority of Employees; and
  - (b) after the Nominal Expiry Date by either MI or a majority of Employees unilaterally;

subject to the provisions for doing so set out in the Act (which at the time of entry into this Agreement requires, among other things, the approval of the FWC).

#### **6. Dispute Resolution**

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- 6.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
  - (b) the National Employment Standards;
- this Clause 6 sets out procedures to settle the dispute.
- 6.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this Clause 6.



- 6.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant Team Leads and/or management.
- 6.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 6.5 The FWC may deal with the dispute in two stages:
- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the FWC is unable to resolve the dispute at the first stage, it may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 6.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an Employee must continue to perform his or her work as he or she would normally, unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an Employee must comply with a direction given by MI to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable work health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 6.7 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this Clause 6.

## PART B – INTERPRETATION

### 7. Definitions

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The following definitions will apply throughout this Agreement except where an alternate definition for the same term is provided in a particular Clause; in which case the alternate definition will apply.

**Act** means the *Fair Work Act 2009* (Cth), as amended from time to time.

**Additional Entitlements** means the monetary entitlements set out in Clause 19.2.

**Annual Remuneration** means (for a 12 month period, or pro-rata for any shorter period) an Employee's:

- (a) Base Salary; and
- (b) Superannuation Contributions.

**Base Salary** means Annual Remuneration less Superannuation Contributions. (Base Salary is inclusive of annual leave loading as described in Clause 33.9 in each separate work group).

**Agreement** means this Murrumbidgee Irrigation Limited Workplace Agreement 2014, including any Schedules.

**Award** means the Water Industry Award 2010.

**Clause** means, unless stated otherwise, a Clause of this Agreement.

**Call Back** means when an Employee who is "On-Call" is Called Back for duty for planned or possible emergency and/or system interruption work as set out in Clauses 31.7 to 31.8 in each separate work group.

**Call Out** means when an Employee who is **not** "On-Call" is Called Out for duty for an unplanned or unanticipated emergency and/or system interruption work as set out in Clause 31.9 in each separate work group.

**CPI** means the All Groups (also known as "headline") Consumer Price Index published by the Australian Bureau of Statistics.

**Cth** means "Commonwealth"

**Employee** is the singular form of Employees as defined below.

**Employees** mean the employees of MI whose positions have a Mercer System WVP Score of between 125 and 450 points, excluding the following:

- (a) any Executive Manager (unless they are acting in that role on a non-permanent basis); and

- (b) any employee with an Annual Remuneration of more than \$124,472, or the equivalent pro rata amount if employed part-time.

**Engagement Letter** has the meaning set out in Clause 12.1

**Executive Manager** means any employee of MI employed as a head of business unit (howsoever described). With the exception of the definition of “Employees” given in this Clause 7, all references throughout this Agreement to an “Executive Manager” shall be read as “Executive Manager or any person to whom they have delegated their authority”.

**FWC** means the Fair Work Commission.

**Garden Leave** means an arrangement by which an Employee is directed by MI not to attend the workplace and/or not to perform any work duties during all or part of their notice period. Employees on Garden Leave remain employed by MI, and therefore continue to have the same obligations to MI as usual (except that they will not be required to work). They will continue to be paid by MI during any period of Garden Leave, and are not permitted to undertake work for any third party. Employees on Garden Leave must at all times be available to return to duties if required by MI.

**Government Paid Parental Leave Scheme** means a government funded scheme for providing salary payments to Employees while on parental leave. At the time of entry into this Agreement, this was provided by the Commonwealth Government pursuant to the *Paid Parental Leave Act 2010* (Cth).

**Home Base** has the meaning given in Clause 14.2.

**Individual Flexibility Agreement** means an arrangement between a single employee and employer that modifies the application of an enterprise agreement without being overall detrimental to the employee.

**Immediate Family Member means** (as defined in the Act and as amended from time to time) an employee’s spouse, former spouse, De Facto Partner, former De Facto Partner, child, parent, grandparent, grandchild or sibling; or a child, parent, grandparent, grandchild or sibling of an employee’s spouse, former spouse, De Facto Partner or former De Facto Partner

**Long Service Leave Act** means the *Long Service Leave Act 1955* (NSW)

**Major Change** means major change described in Clause 9.

**Mercer System** means the Mercer CED Job Evaluation system described in Clause 18.1 and 18.2.

**MI** means Murrumbidgee Irrigation Ltd or the Chief Executive Officer or as they delegate.

**MIA** means Murrumbidgee Irrigation Area

**National Employment Standards** means the provisions set out in sections 59 to 131 of the Act.

**Night Shift** has the meaning set out in Clause 19.2(a).

**Night Shift Loading** has the meaning set out in Clause 19.2(a)(iii)

**Nominal Expiry Date** has the meaning set out in Clause 4.2.

**Off Roster** means when a Group C Employee is not On Roster.

**On Call** means when a system of work has been pre-arranged whereby an Employee is available to attend work in the event of an emergency and/or system interruption work as set out in Clauses 31.1 to 31.6 in each separate work group.

**Ordinary Hours** has the meaning set out in Clause 16.

**On Roster** means when a Group C Employee's Work Pattern is set by a roster as provided for in Clause 28C.1.

**Pay Maintenance** means maintaining:

- (a) an Employee's specific level of Annual Remuneration when an Employee is transferred to a different position, which otherwise has a lower level of Annual Remuneration; and
- (b) that specific level of Annual Remuneration over time, and not passing on any increases under Clause 20.3 of this Agreement, until the Annual Remuneration of their new position that would have otherwise applied in the absence of (a) overtakes it.

Pay Maintenance applies to Annual Remuneration only and no other entitlements (paid or otherwise).

**Permanent Employee** means an Employee who is not employed as a fixed –term employee as described in Clause 16.4 or a casual Employee as described in Clause 16.5.

**Public Holiday** has the meaning set out in the Act.

**Serious Misconduct** means when an Employee causes serious and imminent risk to the health and safety of another person or to the reputation or profits of MI, or behaves in a way that is inconsistent with continuing their employment.

**Severance Entitlement** has the meaning set out in Clause 26.4(c).

**Shift Loading** means a 20 per cent shift loading calculated on Base Salary, payable to Employees in Group C only in accordance with Clause 41 in each separate work group.

**Shift Worker** has the meaning referred to in Clause 33C.3.

**Specific level of Annual Remuneration** means the specific amount of Annual Remuneration an Employee is entitled to as notified pursuant to Clause 19.1(b).

**Superannuation Contributions** means the minimum superannuation contributions required to be made by MI for an Employee pursuant to the relevant superannuation guarantee charge legislation, or such larger amount as directed by the Employee in accordance with law.

**Team Lead** means an employee's direct line manager.

**Union** means an employee organisation as defined by the Act.

**Updated Engagement Letter** has the meaning set out in Clause 12.2.

**WVP** means Work Value Points assigned under the Mercer System as described in Clause 18.

**WVP Score** means the WVP score of a position assigned under the Mercer System as described in Clause 18.

**4 Week Period** means any 4 consecutive weeks aligned to the company pay cycle

**52 Week Period** – means 1 July to 30 June for the purpose of this Agreement.

## **PART C – CONSULTATION**

### **8. Consultative Committee**

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- 8.1 MI will convene and maintain a Consultative Committee to facilitate effective communication between MI, Employees and unions and provide a forum to discuss and resolve issues of a collective nature.
- 8.2 Prior to implementation, MI will consult with the Consultative Committee on the termination or any major amendments to existing workplace policies that are referenced or referred too in this Agreement. MI further agrees to consult with the Consultative Committee on any proposed or new workplace policies that specifically address the implementation of either:
- (a) a drug and alcohol policy or testing procedure; or
  - (b) Company requested medical examinations, excluding pre employment medicals, or return to work requirements following work or non-work related illness or injury.
- 8.3 The existence, composition and operation of the Consultative Committee is governed solely by the terms of its own charter, which is subject to change from time to time and does not form part of this Agreement.

- 8.4 Consultation in relation to major workplace change will be governed by the provisions of Clause 9 and may or may not involve the Consultative Committee, at MI's discretion.
- 8.5 To avoid any doubt, disputes regarding the Consultative Committee or its recommendations are not subject to the dispute resolution procedures set out in Clause 6 (unless the dispute is about matters set out in Clause 6.1 of this Agreement).

## **9. Major Change Consultation**

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- 9.1 This Clause 9 will apply if:
- (a) MI has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the relevant employees; or
  - (b) MI proposes to introduce a change to the regular roster or ordinary hours of work of relevant employees.
- 9.2 Relevant Employees means the Employees who may be affected by the major change.
- 9.3 MI must notify the Relevant Employees of the decision to introduce the major change.
- 9.4 The Relevant Employees may appoint a representative for the purposes of the procedures in this Clause 9. If:
- (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purpose of consultation; and
  - (b) the Relevant Employee or Relevant Employees advise MI of the identity of the representative;
- MI must recognise the representative.
- 9.5 As soon as practicable after making its decision, MI must:
- (a) discuss with the Relevant Employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Relevant Employees; and
    - (iii) measures MI is taking to avert or mitigate the adverse effect of the change on the Relevant Employees; and
  - (b) for the purposes of the discussion – provide, in writing, to the Relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and

- (ii) information about the expected effects of the change on the Relevant Employees; and
- (iii) any other matters likely to affect the Relevant Employees.

9.6 However, MI is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

9.7 MI must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.

9.8 In this Clause 9, a major change is likely to have a significant effect on Employees, if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of MI's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace, or if their home base is changed; or
- (g) the restructuring of jobs.

9.9 Change to regular roster or ordinary hours of work as referred to in clause 9.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) comply with clauses 9.4 to 9.8 as described.

## **PART D – FLEXIBLE WORK ARRANGEMENTS**

### **10. Flexible Work Practices**

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10.1. MI strives to ensure the continuing commercial viability of its business and support the provision of cost effective services to customers and shareholders. When operational considerations allow, MI will support flexible working arrangements to enable Employees to plan to balance work and personal commitments.

10.2 Many of the provisions throughout this Agreement facilitate and support flexible and family-friendly working arrangements. In most instances, alternative working

arrangements will be possible via the flexibilities built into the provisions themselves, and can be arranged between an Employee and their Team Lead.

- 10.3 In some circumstances, however, it may be necessary for the Employee and MI to enter into an IFA under Clause 11 to give effect to such alternative working arrangements. An IFA will only be needed if the proposed alternative arrangement would not otherwise comply with the provisions of this Agreement (refer to Clause 11 below for further information on IFAs).
- 10.4 The NES sets out the rights Employees have to request flexible working arrangements in certain circumstances. By way of brief summary, this applies to employees with at least 12 months of continuous service who wish to make a change to their working arrangements to assist them care for their children. If such a request is made, MI must consider and respond to such a request in writing within a certain time frame. The right to make such a request is governed by the NES, and MI will maintain a separate workplace policy regarding applications for dealing with such requests (which does not form part of this Agreement). However, in order to give effect to such applications for alternative working arrangements, it may be necessary to utilise the provisions of this Agreement. For example, if the alternative working arrangements sought by an Employee to care for their children would not comply with the provisions of this Agreement, it would be necessary for the Employee and MI to enter into an IFA

## **11. Individual Flexibility Arrangements**

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- 11.1 Notwithstanding any other provision of this Agreement, MI and any Employee may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of this Agreement as they apply to that Employee.
- 11.2 The terms of this Agreement that MI and an individual Employee may agree to vary the application of in the IFA are:
- (a) Clause 14 (Location);
  - (b) Clauses 27 and 28 in each separate work group (Hours of Work and Work Patterns);
  - (c) Clause 29 in each separate work group (Breaks);
  - (d) Clause 30 in each separate work group (Overtime);
  - (e) Clause 31 in each separate work group (On-Call, Call-Backs, Call-Outs);
  - (f) Clause 19.2 (Additional Entitlements);
  - (g) Clause 40.2 in each separate work group (selection of Public Holiday); and
  - (h) Allowances.
- 11.3 MI and the Employee must have genuinely made the IFA without coercion or duress.



- 11.4 MI must ensure that the terms of any IFA:
- (a) are about matters that would be permitted if the arrangement were an enterprise agreement;
  - (b) do not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
  - (c) result in the Employee being better off overall than the Employee would be if no IFA was made.
- 11.5 MI must ensure that the IFA:
- (a) is in writing;
  - (b) includes the name of MI and the Employee;
  - (c) is signed by MI and the Employee, and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
  - (d) includes details of:
    - (i) each term of this Agreement that will be varied by the IFA; and
    - (ii) how the IFA will vary the effect of those terms;
  - (e) states the day on which it commences.
- 11.6 MI must give the Employee a copy of the IFA within 14 days after it is signed.
- 11.7 MI must ensure that an IFA may be terminated:
- (a) by either MI or the Employee giving four weeks' written notice of termination, in writing, to the other party; or
  - (b) by MI and the Employee at any time if they agree, in writing, to the termination.
- 11.8 The right to make an agreement pursuant to this Clause 11 is in addition to, and is not intended to otherwise affect, any provision for an agreement between MI and an individual Employee contained in any other term of this Agreement.

## **PART E – EMPLOYMENT RELATIONSHIP**

### **12. Engagement**

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- 12.1. At the time of employment, MI will provide each Employee with an Engagement Letter setting out the terms of their engagement, including without limitation:
- (a) their Position Title and WVP Score under this Agreement;

- (b) their type of employment, such as full-time or part-time and particulars thereof (such as their number of Ordinary Hours if part-time);
  - (c) their Group (that is, whether Group A, B or C);
  - (d) their Annual Remuneration (and details of any Additional Entitlements); and
  - (e) their Home Base.
- 12.2. MI will provide each Employee with an Updated Engagement Letter annually (in or around July each year) confirming or updating the Employee's specific terms of engagement. Updated Engagement Letters will also be issued at other times, when there is a substantive change to the terms of an Employee's engagement.

### **13. Position and Duties**

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- 13.1 Employees are, subject to their qualifications, experience and fitness, required to perform all of the tasks of their position, including those tasks that are incidental, or of a lower WVP Score, to the main functions of their position.
- 13.2 Subject to appropriate consultation with the affected Employee, MI may direct an Employee to perform the role or duties of a different position, on a temporary basis, subject to the Employee:
- (a) having the requisite skills and qualifications to reasonably perform the alternative role or duties;
  - (b) being paid the Annual Remuneration of their substantive position where the alternative role or duties ordinarily attract a lower level of Annual Remuneration. (Pay for Employees relieving in a higher duties capacity is captured in Clause 19.2(b); and Employees whose position is no longer required is captured in Clause 26); and
  - (c) being provided reasonable notice depending on the specific factual circumstances and the operational and workforce requirements of the business.
- 13.3 Clause 13.2 does not apply to Employees:
- (a) whose positions have, or are in the process of being, made redundant which is dealt with exclusively by Clause 26; or
  - (b) transition to part-time work at their request, which is dealt with exclusively by Clause 16.3(d).

## **14. Location**

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### **14.1 Generally**

- (a) MI has operations across the MIA, including in and around Griffith and Leeton. MI may also potentially relocate its operations, or establish additional operations, in other locations.
- (b) Employees may be directed by MI to work at any place within the MIA or any such further location at which MI has its operations at any time (notwithstanding the location of their Home Base).
- (c) Employees may also, depending on their specific role or duties, be directed by MI to travel to other locations within Australia to carry out the functions of their role (notwithstanding the location of their Home Base).

### **14.2 Home Base**

- (a) All Employees shall, at the time of commencement of this Agreement or at the time of employment (whichever is the latter), be notified of their Home Base, which shall be either the Griffith Office or the Leeton Office.
- (b) Some Employees may have two Home Bases on particular terms. For example, an Employee may have the Griffith Office as a Home Base for Mondays to Wednesdays, and the Leeton Office on Thursdays and Fridays.
- (c) MI may change an Employee's Home Base by providing the Employee with at least four weeks' notice in writing. To avoid any doubt, if this change is permanent, the applicable sections of Clause 9 will apply.
- (d) In the event that an Employee is required to attend for duties at a location other than their Home Base (Location X):
  - (i) all travel time to and from their Home Base to Location X will count as time worked; and
  - (ii) in the event that the Employee does not travel from their Home Base (for example, because they travel to Location X directly from home), the time that it would usually take to travel from their Home Base to Location X will count as time worked. For those applicable Employees employed in Group B, Clause 42B will apply.
- (e) To avoid any doubt, nothing within this Clause 14.2 prevents or inhibits MI from exercising its powers of direction under Clause 14.1.

## **15. Employee Responsibilities**

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### **15.1 Employees must:**

- (a) devote the whole of their time, attention and skill during work time to the duties of their employment;
- (b) not be in conflict with MI's interests;
- (c) not accept any payment or other benefit as an inducement or reward (howsoever described) for any act in connection with business of MI unless:
  - (i) the inducement or reward is provided by MI or a person authorised by MI; or
  - (ii) acceptance of the inducement or reward is expressly approved by MI.
- (d) immediately disclose receipt of any such inducement or reward to MI;
- (e) not conduct themselves in a manner, whether during or after work hours, which causes damage to MI's property or reputation or has the potential to do so;
- (f) immediately report to MI:
  - (i) any breach or suspected breach of this Agreement;
  - (ii) any breach or suspected breach of an MI policy;
  - (iii) any act of serious misconduct; or
  - (iv) any criminal actoccurring within the MI workplace or affecting the MI business of which they become aware;
- (g) attend and remain at their place of work unless their absence is authorised by MI; and
- (h) not use, possess or be under the influence of non-prescribed drugs, alcohol or any other substance that may adversely affect their ability to perform their duties.

## **16. Employment Types**

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16.1 Employees will be employed in one of the following categories:

- (a) full-time;
- (b) part-time;
- (c) fixed-term; or
- (d) casual.

### **16.2 Full-time employees**

- (a) A full-time employee engaged in Groups A or B is an Employee engaged to work 38 ordinary hours per week, averaged over a 4 week period (“**Ordinary Hours**”) effective from the first full pay period in July each year.
- (b) A full-time employee engaged in Group C is an Employee engaged to work 38 ordinary hours per week, averaged over a 52 week period (“**Ordinary Hours**”) effective from the first full pay period in July each year.
- (c) The provisions of **Schedule D** apply to those Employees with existing grandfathered arrangements regarding their ordinary hours of work arising under previous workplace agreements.

**16.3 Part-time employees**

- (a) A part-time employee is an Employee who:
  - (i) is engaged to work a set number of ordinary hours per week which are less than 38 per week, averaged over a 4 week period (“**Ordinary Hours**”) effective from the first full pay period in July each year; and
  - (ii) receives equivalent pay and conditions to those of full-time employees who do the same kind of work (on a pro rata basis).
- (b) At the time of employment, MI will notify a part-time employee of their Ordinary Hours. MI and a part-time employee may, by agreement recorded in writing, vary the number of Ordinary Hours at any time.
- (c) Part-time employees shall be engaged for a minimum of four hours on any day.
- (d) Transition to part-time arrangements:
  - (i) consistent with its intention to provide flexibility to Employees in their working arrangements, MI will consider a transition to part-time status for existing full-time employees on application by an Employee;
  - (ii) applications must be made in writing and submitted to their Team Lead;
  - (iii) each case will be assessed on its own merits, and MI will retain absolute discretion on whether to agree to any such arrangement, and the terms of the new arrangement;
  - (iv) the transition to part-time status may be on a permanent basis, or for a specific set period of time (at the conclusion of which, the Employee will revert to their previous status);
  - (v) if the transition to a part-time arrangement is on a permanent basis, the employee may only revert back to full-time hours with MI approval; and
  - (vi) if performing the same role, the Annual Remuneration for a transitioning part-time employee will be a pro-rata of the Annual Remuneration which applied to the Employee immediately before transitioning to the part-time arrangement. If transitioning to a

different role, the Employee will be paid (on a pro rata basis) in accordance with the WVP Score applicable to that role, as determined in accordance with this Agreement. To avoid doubt, this may result in lower remuneration.

**16.4 Fixed-term employees**

- (a) A fixed-term employee is an Employee employed by MI for a fixed period of time or for a specific project of finite duration, as set out in the Employee's Letter of Engagement.
- (b) A fixed-term employee may be employed on either a full-time or part-time basis.
- (c) A fixed-term employee is entitled to the same entitlements under this Agreement and is subject to the same rights and obligations of employment as a permanent employee. However, if their employment terminates as a consequence of the expiry of the fixed-term period, they have no entitlement to notice of termination or Severance Entitlements (whether under Clauses 25 or 26 or otherwise).

**16.5 Casual employees**

- (a) A casual employee is an Employee who is engaged and paid as such, but will not include a part-time or full-time employee.
- (b) There is no obligation on MI to provide a casual employee ongoing work, regardless of the Employee's length of service or regularity of engagement.
- (c) Employment of a casual employee is by the hour (and may be terminated at the conclusion of any such hour) and each period of engagement stands alone.
- (d) Casual employees will be paid:
  - (i) 1/1,976 of the Annual Remuneration payable to an equivalent full-time Employee (on an annual basis) for each hour of work, plus any applicable Additional Entitlements or overtime per hour on a pro rata basis (inclusive of superannuation); and
  - (ii) an additional casual loading of 25% of the amounts referred to in Clause 16.5(d)(i) above, as compensation in lieu of paid leave under this Agreement and the NES.
- (e) A casual employee will be engaged for a minimum of two hours on any day. A casual employee has the right to refuse ongoing work if the minimum hours are unreasonable.
- (f) A casual employee has no entitlement to paid leave under this Agreement (but may be entitled to paid leave under applicable legislation).

## 17. Group

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- 17.1 All Employees will be allocated into one of three Groups (either Group A, B or C) by MI. The conditions for these Groups are separated and colour coded, as of Item 27 onwards. The Schedules at the end of this document are the same for all employees.
- 17.2 An Employee's Group determines how some of the provisions of this Agreement applies to them. For instance, it will determine:
- (a) which Work Pattern arrangement is applicable under Clause 28;
  - (b) which arrangement regarding Breaks is applicable under Clause 29;
  - (c) which overtime arrangement is applicable under Clause 30;
  - (d) whether additional entitlements to remuneration are payable under Clause 19.2; and
  - (e) whether additional conditions regarding annual leave are applicable under Clause 33.
- 17.3 An Employee will be notified of their Group in their Engagement Letter and all Updated Engagement Letters.
- 17.4 If an Employee changes position, they may also potentially change Group. If this occurs, MI will inform the Employee of the change in Group in advance, as part of the process of providing information about the new role.
- 17.5 If it is proposed that an Employee change Group for any reason that does not involve the Employee changing their position (for instance, due to restructures or business changes), it will constitute a Major Change and be dealt with pursuant to Clause 9.

## PART F – CLASSIFICATIONS & REMUNERATION

### 18. Work Value Point Scores

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- 18.1 The Mercer CED Job Evaluation system (**Mercer System**) is used for evaluating the work value of all positions of Employees in this Agreement.
- 18.2 For the purposes of this Agreement, MI utilises the July 2013 version of the Mercer System in place throughout the duration of this Agreement.
- 18.3 The Mercer System:
- (a) measures the value of individual positions according to their function in, and value to, an organisation;

- (b) is a consistent system designed to rate similar types of positions at very similar scores;
- (c) is based on interviews, team and company wide relativities and the analysis of structured documents such as position descriptions and job analysis questionnaires. These documents describe duties, responsibilities and accountabilities of the position, together with the qualifications and skills required to undertake the position;
- (d) measures the worth of a position in terms of the actual requirements of the position, not the experience or skills possessed by the particular person in the job; and
- (e) expresses the worth of a position in “work value points” (**WVPs**). These points are determined by assessing eight sub-factors that are considered to be common to all positions (knowledge and experience, breadth, interpersonal skills, job environment, reasoning, independence and influence, impact and involvement).

18.4 The positions of all Employees shall be evaluated using the Mercer System and assigned a total WVP Score.

18.5 As the method used by the Mercer System to calculate exact WVP Scores is very detailed, **Schedule A** to this Agreement contains a table which:

- (a) summarises different ranges of WVP scores;
- (b) describes the features a role within that score range will generally have; and
- (c) is provided to Employees for illustrative purposes only.

18.6 To avoid any doubt, **Schedule A** has no force under this Agreement as a tool for determining an Employee’s WVP score or remuneration, and is merely a summary of the general features of different WVP scores. Employees’ WVP scores are at all times determined exclusively by application of the Mercer System.

18.7 However, positions falling within each of the classification levels under the Award shall have the following guaranteed minimum WVP Scores under this Agreement:

<b>Award classification</b>	<b>Guaranteed minimum WVP Score</b>
Level 1	125
Level 2	135
Level 3	149
Level 4	186
Level 5	196
Level 6	220
Level 7	240
Level 8	307
Level 9	350
Level 10	431



- 18.8 Employees will be notified in writing of the WVP score for their position on commencement of employment, or on any occasion in which they move to a new position.
- 18.9 Re-evaluation:
- (a) over time, the WVP score for a position may change as the requirements of the position change;
  - (b) as part of the annual performance appraisal process, MI will consider whether there have been any changes to an Employee's position. If there has been material change, MI will undertake a re-evaluation of the WVP score of that position using the Mercer System. The Employee will be informed of the re-evaluation and new score (if any) in writing;
  - (c) an Employee may make a written request for a re-evaluation of the WVP score for their position, and MI will attend to such a re-evaluation unless the re-evaluation has no reasonable prospects of resulting in a different WVP score;
  - (d) when a re-evaluation of a position is conducted, it will be performed by MI in consultation with the Employee/s and may, at the discretion of MI, also be peer reviewed by Mercer Australia; and
  - (e) in this Clause 18.9, "material change" means a change to a position which, in the reasonable expectation and assessment of MI, is likely to result in a change in WVP score of the position.
- 18.10 If as a result of a re-evaluation, the position held by an Employee has a revised WVP score that is lower than the original WVP score, the Employee will be entitled to Pay Maintenance at their level of Annual Remuneration immediately preceding the re-evaluation.
- 18.11 In the event of a dispute about the appropriateness of an Employee's WVP score:
- (a) the dispute resolution process in Clause 6 shall be utilised; and
  - (b) MI will when requested, provide the relevant Employee, their representative (if any) and if necessary the FWC, with the relevant material provided by Mercer and utilised by MI to evaluate the relevant position.

## **19. Remuneration**

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- 19.1 **Annual Remuneration**
- (a) As a minimum, Employees shall receive Annual Remuneration in the range assigned to the WVP Score for their position in **Schedule B**.
  - (b) An Employee's specific Annual Remuneration within that range:

- (i) is at MI's discretion and will be based on its assessment of the Employee's competency; and
  - (ii) who are not yet assessed at full competency will be re-assessed by MI as part of the normal annual performance appraisal process. MI will provide sufficient mentoring and resources to support an employee to become fully competent. The timeframe taken for an Employee to reach full competency will vary from individual to individual.
- (c) Employees will be notified in writing of their Annual Remuneration (and its component parts of Base Salary and Superannuation Contributions):
- (i) at the time of commencement of this Agreement or at the time of employment (whichever is the latter); and
  - (ii) and at any point in time in which their Annual Remuneration, or its component parts, change.

## 19.2 **Additional Entitlements**

Employees shall be paid the entitlements set out in this Clause 19.2 in addition to Annual Remuneration:

- (a) **Night Shift Loading**
- (i) Notwithstanding anything else in this Agreement, MI may direct and roster an Employee to work a "Night Shift" pursuant to a roster issued by MI two weeks in advance of the roster commencing and ending under the terms of this sub-Clause.
  - (ii) If an Employee is directed to work a Night Shift, the daily span of hours referred to in Clause 28.1 in each separate work group shall have no effect.
  - (iii) If an Employee works a Night Shift, they shall receive a 30 per cent loading for that shift ("**Night Shift Loading**"). The Night Shift Loading is calculated on Base Salary. If a Night Shift Loading is paid for any shift, there will be no entitlement arising under Clause 41 in each separate work group or Clause 31 in each separate work group, in respect of that shift.
- (b) **Higher duties**
- (i) Employees directed or appointed to relieve a position with a higher WVP Score for more than one week will be paid the difference in Annual Remuneration of that higher position compared to their actual Annual Remuneration for all such time worked;
  - (ii) for calculation purposes, the Annual Remuneration of the higher position shall be deemed to be the lowest end of the range for that WVP Score in **Schedule B** unless otherwise approved;
  - (iii) higher duties will not be payable:

- (A) if the relieving Employee has been in the higher position for less than a month they will not be paid the higher rate if absent on leave or a Public Holiday.
- (B) to an Employee undertaking recognised on-the-job training or skill development under the direct supervision of another senior position.

(c) **Overtime**

Any payments arising under Clause 30 in each separate work group.

(d) **On-Call, Call-Outs and Call-Backs**

Any payments arising under Clause 31 in each separate work group.

**19.3 Payment**

(a) Employees shall be paid their Annual Remuneration and any Additional Entitlements, less any applicable tax and Superannuation Contributions in arrears, fortnightly by electronic fund transfer to an account nominated by the Employee.

(b) MI shall pay all Superannuation Contributions to the Local Government Superannuation Fund unless an alternative fund is nominated by an Employee, in accordance with law.

**19.4 Apprentices**

Employees who are apprentices will be paid the following percentage of Annual Remuneration as follows:

(a) **Four year apprentices**

<b>Year</b>	<b>%</b>
1 <sup>st</sup> year	50 (or 55 for apprentices who have completed year 12)
2 <sup>nd</sup> year	60 (or 65 for apprentices who have completed year 12)
3 <sup>rd</sup> year	75
4 <sup>th</sup> year	90

(b) **Three year apprentices**

1 <sup>st</sup> year	45
2 <sup>nd</sup> year	70
3 <sup>rd</sup> year	90

(c) **Adult apprentices**

An adult apprentice is an apprentice who is 21 years or older when they sign a training contract with MI. An adult apprentice will be paid equivalent to the lower range of the WVP range for the relevant tradesman.

**19.5 School-based apprentices**

Schedule C of the Award (as amended from time to time) shall apply to school-based apprentices.

**19.6 Supported wage system**

Schedule D of the Award (as amended from time to time) shall apply to Employees who, because of the effects of a disability are eligible for a supported wage under Schedule F of the Award.

**19.7 National training wage**

Schedule E of the Award (as amended from time to time) shall apply to Employees undertaking a traineeship.

**20. Annual Remuneration Increases**

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20.1 On the first full pay period in July 2014, 2015, 2016 and 2017, the Annual Remuneration ranges in **Schedule B** shall be increased by 3% or by the annual percentage change in CPI, whichever is greater. The “annual percentage change in CPI” shall be calculated by taking the annual CPI change as at the March quarter of each year.

20.2 MI will prepare an updated version of **Schedule B** reflecting these increases by no later than 1 August of each year. Copies will be made available to all Employees and will be available on MI’s intranet site

20.3 For each increase on the first full pay period in July 2014, 2015, 2016 and 2017 referred to in Clause 20.1 above, each Employee’s specific level of Annual Remuneration will increase by no less than the percentage change calculated in accordance with Clause 20.1 above.

20.4 On the first full pay period in July 2014, 2015 2016 and 2017, the allowances referred to in Clause 42 in each separate work group will increase by the percentage change calculated in accordance with Clause 20.1 above.

**21. Overpayment**

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21.1 In the event that MI overpays an Employee, MI will consult with the Employee to try and agree on a mutually acceptable re-payment plan. If agreement cannot be reached, MI may recover the overpayment by deducting instalments over a period not exceeding six months from the Employee’s pay. The Employee and MI may agree to a shorter or longer period in writing.

- 21.2 Where an Employee's employment terminates and as at the date of termination there is (or remains) an overpayment, MI may deduct that overpayment from any payments that MI owes the Employee on termination.

## **PART G – MISCELLANEOUS**

### **22. Qualifications and Licences**

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- 22.1 An Employee may be required as a condition of their employment to hold qualifications or licences. An Employee must notify MI immediately if that licence or qualification is suspended or cancelled or if they are disqualified from holding or obtaining that licence or qualification.
- 22.2 If a fundamental part of an Employee's employment is to hold a qualification or licence, a loss or suspension of that qualification or licence may result in termination of employment.
- 22.3 If an Employee does not hold the appropriate current qualification or licence, they are strictly forbidden from participating in activities that require that qualification or licence. Such conduct may result in disciplinary action which may include dismissal.

### **23. Outside Employment**

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- 23.1 For the duration of their employment with MI, Employees are encouraged to declare if they are engaged in outside employment, if they:
- (a) engage in any business on their own behalf; or
  - (b) engage in any employment or provide any paid services to any person or entity other than MI.
- 23.2 Due consideration will be given to assess whether the other employment creates a work health and safety risk through physical or mental fatigue, a conflict of interest or the employment opportunity may potentially use confidential information that the Employee may have access to, or if the employment will affect the Employee's Company responsibilities or work performance or potentially use Company resources.

## **PART H – DISCIPLINE AND TERMINATION OF EMPLOYMENT**

### **24. Discipline Procedures**

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#### **24.1 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. All formal stages of this procedure must be verified with Human Resources prior to them being actioned.

#### **24.2 Objectives**

- (a) To encourage and improve performance and individual conduct.
- (b) To ensure that all matters relating to employee conduct are investigated properly, considered reasonably and dealt with promptly, fairly and consistently.
- (c) To ensure that every relevant consideration has been given to correcting unsatisfactory performance or conduct.
- (d) To utilise appropriate methods of disciplinary action (eg counselling sessions, sanctions etc) where it is relevant that have the clear intention of bringing about an improvement in the work performance of an employee.
- (e) 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.

#### **24.3 Informal Procedure**

- (a) The purpose of counselling is to address, wherever possible, issues when they arise before they become more serious. The Team Lead will set out the issue and explain the factual basis for the need for counselling such as conduct, work performance or work habit in an informal counselling environment. The employee will be given a full opportunity to explain their version of events and explain any mitigating circumstances or other reasons that have led to this situation. The employee's assistance will be sought to solve the problem and to be a part of the solution. A record of any informal counselling must be made and forwarded to Human Resources.
- (b) The employee will be encouraged to provide a point of view, particularly as it may assist in correcting the problem. The Team Lead should always keep an open mind until the employee's perspective in relation to an issue has been heard.

- (c) The Team Lead and employee will then take all necessary steps to develop a mutually acceptable work plan with the view to achieving satisfactory performance and behavioural outcomes. A further review period may form part of this plan. In the event that the Team Lead and employee cannot agree to a mutually acceptable work place, the Team Lead will consult with their next tier of management to adopt a fair and reasonable work plan following consultation with the employee.
- (d) Notwithstanding the above, should the performance situation not improve or the nature of an employee's indiscretion is considered serious enough in the view of MI, then the formal procedure of the counselling and disciplinary procedure may be implemented immediately.

#### **24.4 Formal Procedure**

- (a) Step 1 - First Warning
  - (i) The Team Lead will conduct a formal counselling session and the employee will be clearly informed that this is a first formal warning as part of the Company's Counselling and Disciplinary Procedures. An employee may elect to bring a support person with them during the meeting. That person has the right to support and consult with the employee but will not be permitted to act or advocate for the employee (including responding on their behalf), or to disrupt or attempt to take control of the meeting.
  - (ii) The counselling session will outline the relevant unsatisfactory conduct, job performance or work habit to the employee. The employee will be told specifically what is unsatisfactory and the appropriate standard that is required. The counselling shall focus discussion on these points and shall not be drawn into side or unrelated issues.
  - (iii) The employee will be provided with a full opportunity to give any response to the issues, or to raise any mitigating circumstances. If necessary, the meeting may need to be adjourned to allow the employee to provide a complete response. The employee may also wish to provide a written version of events. If necessary, the meeting may be adjourned to conduct further investigations.
  - (iv) The Team Lead and employee will then take all necessary steps to develop a corrective action plan which identifies specific and attainable 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. In the event that a corrective action plan cannot be agreed, the Team Lead will consult with their next tier of management to adopt a fair and reasonable work plan following consultation with the employee.
  - (v) A 'Record of First Warning', summarising the key points discussed during the session, will be drawn up by the Team Lead and given to the Human Resources. The employee will be given a copy of the 'Record of First Warning'. This record shall remain active for a period of twelve (12) months from the date of the letter and will be

rendered inactive only when the period has expired and there has been satisfactory improvement or no further issues identified. If not, the Second Written Warning of this procedure shall be applied.

(b) Step 2 – Second Written Warning

- (i) The second written warning will be given in the presence of the employee's Team Lead, HR and employee representative. The same procedural fairness process as described in 24.4(a) will apply.
- (ii) The Team Lead will begin the session by reviewing the previous counselling session when and why it was called, the corrective action, the time frame set and the circumstances that have led to this situation or outline any new or different unsatisfactory conduct, job performance or work habit by the employee. The employee will be told specifically what is unsatisfactory and the appropriate standard that is required.
- (iii) Again a specific plan of corrective action will be agreed to and a time frame set. In the event that a corrective action plan cannot be agreed, the Team Lead will consult with their next tier of management to adopt a fair and reasonable work plan following consultation with the employee.
- (iv) The warning is evidenced in writing by completing a 'Second Written Warning Report'. All parties will be asked to sign the report although it is not compulsory for the employee or the employee representative to sign. The completed report will be given to Human Resources and a copy provided to the employee. This record shall remain active on the employee's file for a period of twenty four (24) months from the date of the letter and will be rendered inactive only when the period has expired and there has been satisfactory improvement or no further issues identified. If not, the Final Written Warning of this procedure shall be applied.

(c) Step 3 – Final Written Warning

- (i) The Executive Manager or as delegated in the presence of the Team Lead, HR and employee representative will discuss the situation with the employee. The same procedural fairness process as described in 24.4(a) will apply.
- (ii) The Executive Manager or as delegated will begin the session by reviewing the previous counselling session when and why it was called, the corrective action agreed, the time frame set and the circumstances that have led to this situation or outline any new or different unsatisfactory conduct, job performance or work habit by the employee. The employee will be told specifically what is unsatisfactory and the appropriate standard that is required.
- (iii) Again the Team Lead and employee will take all necessary steps to develop a corrective action and a time frame. In the event that a corrective action plan cannot be agreed, the Team Lead will consult with their next tier of management to adopt a fair and reasonable work plan following consultation with the employee. Failure to rectify the situation within the time, or a subsequent breach of



- acceptable conduct or performance, may lead to dismissal. This will be clearly stated.
- (iv) A completed 'Final Written Warning Report' will be provided to the employee for signature, together with that of the employee representative although it is not compulsory for the employee or the employee representative to sign.
  - (v) The completed 'Final Written Warning Report' will be given to the Human Resources for filing where it will remain active for a period of twenty four (24) months from the date of the letter and will be rendered inactive only when the period has expired and there has been satisfactory improvement or no further issues identified. If not, the The employee may be dismissed. A copy will be given to the employee.
- (d) Step 4 - Dismissal
- (i) The 'Final Written Warning Report' will be followed up within the time frame set. If satisfactory improvement has not been made the employee may be dismissed.
  - (ii) The Executive Manager in the presence of the Team Lead, HR and employee representative discuss the situation with the employee. The facts are to be clearly stated.
  - (iii) A completed 'Final Written Report' is handed to the employee for signature, together with that of the employee representative although it is not compulsory for the employee or the employee representative to sign.
  - (iv) The completed 'Final Written report' is to be given to the Human Resources for filing.

## **25. Termination of Employment**

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- 25.1 The Company views the decision to terminate an employee's employment as a serious occurrence and will always ensure that fairness and reasonableness apply in each case.
- 25.2 **Termination on notice:**
- (a) MI may terminate an Employee's employment by providing the Employee a minimum of four weeks' notice in writing. In the event the Employee has more than two year's service with MI and is over 45 years of age, they shall be provided with a minimum of five weeks' notice;
  - (b) an Employee may terminate their employment at any time for any reason by providing MI a minimum of four weeks' notice in writing;
  - (c) MI may, in its discretion, provide the Employee with a payment in lieu of notice for all or part of the notice periods referred to in Clause 25.2(a) or (b);
  - (d) MI may, in its discretion, place the Employee on Garden Leave for part or all of the notice period; and

- (e) the notice periods referred to in Clauses 25.2(a) and (b) may also be amended by agreement in writing by MI and the Employee at or after the time such notice is given.

25.3 Clause 25.2 does not apply to casual Employees.

25.4 To avoid any doubt, in the event that an Employee is dismissed from their employment, they may have rights to lodge a claim of unfair dismissal with the FWC in accordance with the Act.

**25.5 Immediate termination**

- (a) Notwithstanding, the Company shall have the right to dismiss any employee without notice for serious misconduct justifying instant dismissal including, but not limited to, gross neglect of duty, non observance of safety regulations and policies, threatening or violent behaviour, fraud or theft of property, and in such cases remuneration shall be paid up to the time of dismissal only.

**25.6 Abandonment of employment**

- (a) The absence of an Employee from work for a continuous period of five working days, without the consent of or notification to MI, shall be prima facie evidence that the Employee has abandoned their employment.
- (b) The Employee shall have 14 calendar days from their last day of attendance at work to explain their absence to MI. If the Employee has not established to the satisfaction of MI that the absence was for a reasonable cause within this time, the Employee shall be deemed to have abandoned the employment. In such circumstances, their date of termination shall be their last day of attendance.

**25.7 Suspension**

- (a) MI may, at any time, suspend an Employee on full pay in order to conduct an investigation or make determinations regarding allegations made against them, or in circumstances in which MI reasonably believes the attendance by the Employee at work may be detrimental to the investigation or determination process.
- (b) Clause 25.2(d) will apply in the case of Clause 25.7(a)

**26. Redundancy**

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**26.1 General**

A position becomes redundant if MI no longer requires the position to be performed by anyone because of changes in the operational requirements of MI's business, except where this is due to the ordinary and customary turnover of labour. This may

happen because of changing operational requirements, the introduction of new technology, economic downturns, mergers, take-overs or restructuring.

**26.2 Consultation**

- (a) Events giving rise to the redundancy of a position, or potential redundancy, may involve a Major Change for the purposes of Clause 9. If so, MI will comply with the consultation procedures set out in Clause 9.
- (b) MI may at its discretion also engage in other forms of consultation with an Employee whose position will, or may, become redundant.

**26.3 Redundancy**

- (a) Notwithstanding any obligations to consult, if MI has determined that an Employee's position is to be made redundant, it shall provide the Employee with written notice of:
  - (i) the date on which the position will formally become redundant;
  - (ii) any redeployment opportunities available, or the means of applying for or pursuing such redeployment opportunities;
  - (iii) their final day of employment, in the event they are not redeployed;
  - (iv) the severance payments that will be paid in the event of termination; and
  - (v) any services and information sources available to the Employee.
- (b) The written notice referred to in Clause 26.3(a) shall constitute the provision of notice of termination in the event the Employee is not ultimately redeployed. This period of notice shall also be the "**Redeployment Period**" for the purposes of this Clause 26. For the purposes of this Clause 26.3(b) the "**Redeployment Period**" will be no less than 4 weeks from the date of written notice.
- (c) The Redeployment Period may be shortened or extended by agreement at any time by notice in writing.
- (d) The Employee shall undertake such alternative duties as are reasonably directed by MI during the Redeployment Period, if their position formally becomes redundant before the end of the Redeployment. In the alternative, MI may place the Employee on Garden Leave.
- (e) MI will attempt to redeploy the Employee to another role during the Redeployment Period. Such redeployment opportunities may require the Employee to apply for roles themselves and compete with other candidates (including external).
- (f) If, during the Redeployment Period, MI offers the Employee redeployment to another position and the Employee refuses to accept it, the Employee will not receive any Severance Entitlement if:

- (i) the alternative position has equivalent, or higher, Annual Remuneration to the redundant position; or
  - (ii) MI offers Pay Maintenance if the alternative position has a lower level of Annual Remuneration.
- (g) During the Redeployment Period:
- (i) the Employee may take reasonable time off to attend job interviews at times mutually agreed with MI;
  - (ii) MI will, on production of a valid receipt for such services, reimburse the Employee up to \$1,500 for any career or accredited financial counselling services obtained by the Employee.

**26.4 Retrenchment**

- (a) If, at the conclusion of the Redeployment Period, the Employee has not been redeployed they will be retrenched and their employment will immediately terminate.
- (b) If, for any reason, the Redeployment Period is less than the period of notice of termination an Employee is entitled to receive under Clause 25.2(a), the Employee shall receive payment of the balance of their notice period in lieu.
- (c) Subject to Clause 26.3(f), on retrenchment an Employee shall be paid the following **Severance Entitlement**:
  - (i) if employed on or before 30 June 2008 – payment of two weeks' Annual Remuneration for each year of continuous services up to a maximum of 52 weeks, with pro-rata payments for incomplete years of service to be on a quarterly basis; or
  - (ii) if employed after 30 June 2008 – payment of two weeks' Annual Remuneration for each year of continuous service up to a maximum of 26 weeks, with pro-rata payments for incomplete years of service to be on a quarterly basis.

## GROUP A

### PART IA – HOURS AND WORK PATTERNS

#### 27A. Hours of Work

##### 27A.1 Ordinary Hours

- (a) Employees are required to work the Ordinary Hours set out in Clause 16 as determined by their employment type and Engagement Letter (or Updated Engagement Letter).
- (b) Such Ordinary Hours are averaged over a 4 week period, meaning that Employees may work more or less than the number stipulated in any given week.

##### 27A.2 Reasonable additional hours

- (a) With consideration given to Clause 27A.2(b)(i)-(x), Employees may also be directed to work reasonable additional hours above their Ordinary Hours, in accordance with the provisions of the National Employment Standards.
- (b) Section 62 of the Act sets out the factors for determining whether additional hours are reasonable, and at the time of drafting this Agreement include:
  - (i) any risk to Employee health and safety from working the additional hours;
  - (ii) the Employee's personal circumstances, including family responsibilities;
  - (iii) the needs of the MI workplace;
  - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - (v) any notice given by MI of any request or requirement to work the additional hours;
  - (vi) any notice given by the Employee of their intention to refuse to work the additional hours;
  - (vii) the usual patterns of work in the industry, or part of an industry, in which the Employee works;
  - (viii) the nature of the Employee's role, and the Employee's level of responsibility;
  - (ix) whether the additional hours are in accordance with averaging terms in this Agreement; and
  - (x) any other relevant matter.

## 28A. Work Patterns

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### 28A.1 Group A

- (a) This Clause 28A.1 applies to Employees who are in Group A.
- (b) Employees must perform their Ordinary Hours:
  - (i) between 7:00am to 7:00pm (or by mutual agreement by altering this span by up to two hours at each end so long as the span is no longer than 12 hours);
  - (ii) on weekdays; and
  - (iii) up to a maximum of 10 hours on any one day (excluding unpaid meal breaks);
- (c) The particular arrangements by which Employees perform their Ordinary Hours (“**Work Pattern**”) will be determined by their Team Lead in consultation with the Employee. Individual work patterns may vary but an Employee will generally be required to work between the core hours of 8:30am and 5:00pm. In determining an Employee’s Work Pattern, the Team Lead will take into consideration the following factors:
  - (i) any risk to the Employee’s health and safety;
  - (ii) the Employee’s personal circumstances, including family responsibilities;
  - (iii) the needs of the MI workplace;
  - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working a particular Work Pattern;
  - (v) any objections or other comments raised by the Employee;
  - (vi) the usual Work Patterns of others doing similar roles to the Employee;
  - (vii) the nature of the Employee’s role, and the Employee’s level of responsibility; and
  - (viii) any other relevant matter.
- (d) Employees may accrue and take flex leave in accordance with the provisions of this Clause 28A.1(d):
  - (i) approval to accrue flex leave must be given in advance by an Employee’s Team Lead;
  - (ii) an Employee may accrue a maximum balance of 38 hours of flex leave at any one time (or a pro rata amount for part-time employees) unless otherwise approved;
  - (iii) approval to take flex leave is to be managed by the Team Lead as in the case of any other leave entitlement, with due consideration to the requirements of the workplace and the Employee, subject to the following conditions:

- (A) a Team Lead may only approve the taking of up to a maximum of one day of flex leave per occasion; and
  - (B) any request to take a longer period of flex leave must be approved by the Team Lead's next tier of management;
- (iv) a written record must be maintained by the Employee of all flex leave hours accrued and taken. This record must be verified by their Team Lead;
  - (v) it is necessary for Employees to have a credit balance when taking flex leave;
  - (vi) any credit hours (up to the maximums set out in 28A.1(d)(ii) above) that an Employee has not taken prior to their last day of duty may, upon approval, be paid out;
  - (vii) flex time is discretionary and MI may direct that flex time is not available, where necessary, if it is deemed to impede the achievement of commercial or operational targets after appropriate consultation;
  - (viii) To avoid any doubt:
    - (A) an Employee's Team Lead, in consultation with the Employee, will generally set a regular Work Pattern for the Employee which is appropriate to the business's needs and consideration will be given to any specific requests by the Employee. This regular Work Pattern may be changed from time to time by the Team Lead, in consultation with the Employee in response to any change in business needs or on request by the Employee; and
    - (B) approval may be granted by the Team Lead for ad-hoc or occasional requests for flex time regarding altering the regular Work Pattern (including commencement, finishing or lunch times) on a temporary basis.

**28A.2 Directions regarding Work Patterns (Groups A, B and C)**

- (a) MI retains ultimate discretion in relation to setting or amending Work Patterns if agreement cannot be reached with an Employee. Such discretion will generally be exercised by an Employee's Team Lead.
- (b) In exercising such discretion, MI will take into consideration:
  - (i) the requirements of the Employee's position, the Employee's workload, customer requirements and MI operational requirements;
  - (ii) workplace health and safety issues; and
  - (iii) the number of Ordinary Hours worked, or likely to be worked, by the Employee in a 4 week period to ensure compliance with Clause 16.
- (c) To avoid any doubt, this includes the discretion to direct an Employee to work less hours than otherwise anticipated (or not to perform any work at

all) on any particular day without any reduction to salary – even at short notice.

**28A.3 Rostered days off (Group B and C)**

Not applicable

**29A. Breaks**

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**29A.1 Employees in Group A or B**

- (a) This Clause 29A.1 applies to Employees who are in Groups A or B.
- (b) Employees:
  - (i) will not be required to work more than five hours without an unpaid meal break of not less than 30 minutes. In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards; and
  - (ii) will be entitled to paid morning and afternoon tea breaks of 10 minutes each.

**29A.2 Minimum Break (Groups A, B and C)**

- (a) An Employee is allowed at least 10 consecutive hours off duty between work on successive days, without loss of pay for ordinary working time occurring during the break.
- (b) An Employee who is instructed to commence duty before having had the minimum break is entitled to be paid double time before being released from duty. Upon release from duty, the Employee is entitled to 10 consecutive hours off duty without loss of pay for ordinary time occurring during the break.
- (c) Where an employee is Called Back or Called Out to work overtime and the period of work is three hours or less, the Call Back does not count for the purpose of determining whether 10 consecutive hours off duty have elapsed.

**30A. Overtime**

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**30A.1 Employees in Group A**

- (a) This Clause 30A.1 applies to Employees who are in Group A
- (b) Overtime means all work performed by an Employee at the direction and approval of MI:
  - (i) which does not conform with Clause 28A.1(b); or



- (ii) in any circumstance in which MI agrees to deem specific work performed as overtime, and where such written approval is given in advance and signed by the Employee's Executive Manager; or
- (iii) in excess of Ordinary Hours unless such extra work already attracts overtime pursuant to Clause 30A.1(b)(i) or (ii) above.

**30A.2 Paid or Time in lieu for overtime (Groups A, B and C)**

All overtime must be approved in advance by MI, by the Employee's Executive Manager. For all overtime worked, an Employee will have the option of time in lieu or payment pursuant to the following:

- (a) Monday to Saturday (including RDO's): time-and-a-half for the first two hours each day, and double time thereafter;
- (b) Sunday: double time;
- (c) Public Holidays: double-time-and-a-half.

30A.3 Overtime will be calculated for each 15 minute period, or part thereof.

30A.4 An Employee who works overtime on a Saturday or Sunday will be afforded at least four hours' work or will receive time in lieu for a minimum of four hours at the appropriate rate set out in Clause 30.A.2.

30A.5 In computing overtime, each day's work stands alone.

30A.6 Time in lieu will be taken at a mutually convenient time. In the event that an Employee has elected to accrue time in lieu for overtime worked and has not taken that time in lieu within two months of it accruing, MI may direct an employee to take such time in lieu or pay out the value of the time in lieu as calculated pursuant to Clause 30A.2.

**31A. On-Call, Call-Backs and Call Outs**

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31A.1 This Clause 31A applies to Employees required by MI to conduct planned or possible incident response functions for MI.

31A.2 Employees may be placed On-Call pursuant to an On-Call roster for planned or possible emergency and/or system interruption work.

31A.3 On-Call roster arrangements:

- (a) an Employee's participation in the On-Call roster shall be voluntary, though MI has discretion to direct an Employee to participate if the roster cannot be effectively populated with volunteers;
- (b) MI will attempt to populate the roster with a reasonable number of Employees, subject to the existence of Employees with requisite qualifications and/or competencies to perform call-out work;

- (c) an Employee shall not be rostered On-Call for more than 7 consecutive days where there are other Employees on the roster, or available to be placed on the roster; and
  - (d) the On-Call roster will specify the start and finish times for which the Employee will be On-Call each day (up to a possible 24 hour period).
- 31A.4 If an Employee is On-Call they must be available at all times between the start and finish times for which they have been placed On-Call (up to a period of 24 hours).
- (a) be immediately contactable;
  - (b) ensure that they can respond to any emergency and/or system interruption work without undue delay; and
  - (c) not be under the influence of non-prescribed drugs, alcohol or any other substance that may adversely affect their ability to perform their duties.
- 31A.5 Employees shall be paid the following allowance ("**On-Call Allowance**") for each day they are rostered On-Call:
- (a) weekdays – 150 per cent of one ordinary hour's work;
  - (b) Saturdays – 200 per cent of one ordinary hour's work;
  - (c) Sundays and Public Holidays – 250 percent of one ordinary hour's work;
- with all rates calculated at the Employee's Base Salary.
- 31A.6 An Employee shall only be entitled to the On-Call Allowance if approved in writing prior to the period of On-Call duty by their Team Lead.
- 31A.7 Call-Backs:
- (a) a "**Call-Back**" commences at the time an On-Call Employee is contacted to perform work during an On-Call period and ends when the Employee returns home;
  - (b) in the event that a Call-Back does not require an Employee to leave their home (for example to investigate a network system alarm), the Employee shall be deemed to be on a Call-Back for one hour from the time they commence such work (for example the time at which they log onto the system to investigate the alarm). Any further alarms or work within that hour period does not attract additional payment. Receiving a telephone call does not constitute a Call-Back;
  - (c) a Call-Back includes any work involving further calls for service which the Employee may receive while on an existing Call-Back (that is, before they have returned home);

- (d) Call-Backs shall be paid for a minimum of two hours (except for Call-Backs which do not require an Employee to leave their home as described in Clause 31A.7(b), which shall be paid for a minimum of one hour);
- (e) in the event of a Call-Back, the Employee must notify their Team Lead at their earliest convenience upon being Called-Back. Employees may be required to produce copies of telephone records or any other evidence to verify the Call-Back.

31A.8 Employees shall be paid the following hourly rates for a Call-Back as described in 31A.7:

- (a) Monday to Saturday – time-and-a-half for the first two hours, and double time thereafter;
- (b) Sundays – double time;
- (c) Public Holidays – double-time-and-a-half;

31A.9 Call Outs:

- (a) In some circumstances, MI may require work to be performed outside usual work hours in response to unplanned incidents or emergency functions which require work to be performed by Employees who are not otherwise On-Call. Such work shall be referred to as “**Call-Outs**”.
- (b) Employees are free to accept or decline a Call-Out.
- (c) A Call-Out commences at the time an Employee is contacted to perform the Call-Out and ends when the Employee returns home.
- (d) A Call-Out includes any work involving further calls for service which the Employee may receive while on an existing Call-out (that is, before they have returned home).
- (e) Call-Outs shall be paid for a minimum of two hours (except for a Call-Outs which does not require an Employee to leave their home as described in the example given in Clause 31A.7(b), which in that circumstance only shall be paid for a minimum of one hour). Receiving a telephone call does not constitute a Call-Out.
- (f) Employees shall be paid the following hourly rates for a Call-Out as described above:
  - (i) Monday to Saturday – time-and-a-half for the first two hours, and double time thereafter;
  - (ii) Sundays – double time;
  - (iii) Public Holidays – double-time-and-a-half.

## PART JA – LEAVE

### 32A. Generally

- 32A.1 Unless otherwise specified in this Agreement, all leave entitlements are set by the Act or other applicable legislation in operation from time to time. As they are set by legislation, they may change at any time following any legislative amendments.
- 32A.2 All paid leave shall be paid at the Employee's Base Salary, or if the Employee is in Group C at the Employee's Base Salary plus Shift Loading.
- 32A.3 MI will also maintain a separate written policy concerning leave. That policy will be amended from time to time and does not form part of this Agreement.

### 33A. Annual Leave

- 33A.1 Annual leave is provided for by the National Employment Standards. This Clause supplements or deals with matters incidental to the National Employment Standards entitlement.
- 33A.2 The provisions of **Schedule E** apply to those Employees with existing grandfathered annual leave entitlements arising under previous workplace agreements.
- 33A.3 **Additional leave entitlement for Group C Employees**
- Not applicable
- 33A.4 **Double leave at half pay:**
- An Employee may request to take a double period of all or part of the accrued annual leave entitlement at half pay. Approval of such a request will be at MI's discretion and assessed on a case-by-case basis.
- 33A.5 **Taking annual leave:**
- (a) Approval for annual leave will be subject to the operational requirements of the workplace and the fair allocation of leave during prime work periods. Employees are encouraged to take their annual leave to ensure adequate time away from the workplace.
  - (b) Employees are required to take a minimum of two weeks' annual leave each financial year.
  - (c) MI may direct and compel an Employee who has accrued over eight weeks' leave to take such leave at a time determined by MI subject to the following:
    - (i) MI must provide the Employee with at least four weeks' written notice of its direction;

- (ii) MI must attempt to reach agreement with the Employee about when such leave is taken;
  - (iii) The Employee is entitled to retain a balance of no less than four weeks of accrued leave (unless otherwise agreed);
  - (iv) Notwithstanding the above, MI has a discretion to allow an Employee to maintain over eight weeks' accrued leave on a case-by-case basis.
- (d) MI may direct and compel an Employee to take annual leave in the event of a shutdown of part or all of its operations. In the event that an Employee has insufficient annual leave to cover the period of shut down, the Employee may discuss any alternative operationally viable arrangements for the period or, if available, the Employee may request the use of long service leave.

**33A.6 Taking annual leave – additional provisions for Group C Employees**

Not applicable

**33A.7 Payment of annual leave:**

Payment for annual leave is at the Employee's Base Salary plus Shift Loading (if applicable).

**33A.8 Cashing out annual leave:**

An Employee may request to cash out accrued annual leave, subject to the following:

- (a) the Employee must have taken at least two weeks of annual leave in the 12 months prior to their request to cash out leave;
- (b) the Employee must have sufficient leave accrued so that, after deduction of the amount cashed in, the Employee retains a balance of at least four weeks of annual leave;
- (c) MI reserves the right to determine whether or not it agrees to the Employee's request at the time it is made;
- (d) Any agreement between MI and the Employee to cash out a period of annual leave must be in writing;
- (e) If MI agrees to permit the Employee to cash out a period of annual leave, the amount payable will be at least the same as the Employee would have been entitled to had they physically taken the leave; and
- (f) Once leave is cashed out, the Employee will no longer be entitled to take (or be paid out for in any way) that period of leave.

**33A.9 Annual leave loading**

Employees have been compensated for 17½% annual leave loading in the enhanced rate set for their Annual Remuneration.

**34A. Personal / Carer's Leave**

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34A.1 Personal/carer's leave is provided for by the National Employment Standards. This Clause supplements or deals with matters incidental to the National Employment Standards.

34A.2 The provisions of **Schedule F** apply to those Employees with existing grandfathered personal/carer's leave entitlements arising under previous workplace agreements.

34A.3 An Employee may be eligible to claim personal leave on full pay or without pay pending the determination of an Employee's Workers' Compensation claim.

34A.4 If liability for the claim is accepted, then an equivalent period of any personal leave taken by the Employee pending acceptance of the claim shall be restored to the credit of the Employee.

34A.5 After receiving 26 weeks of Workers Compensation payments, an Employee may use any accrued personal/carer's leave to make up any shortfall in their ordinary rate of pay.

**35A. Compassionate Leave**

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35A.1 Compassionate leave is provided for by the National Employment Standards.

**36A. Community Service Leave**

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36A.1 Community service leave is provided for by the National Employment Standards.

**37A. Parental Leave**

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37A.1 Parental leave is provided for on an unpaid basis by the National Employment Standards.

37A.2 An Employee who is eligible for unpaid parental leave under the National Employment Standards shall be entitled to payment of the first nine weeks of such leave at the Employee's Base Salary plus Shift Loading (if applicable).

Example: Mary earns \$1,000 a week. Mary wishes to take 52 weeks parental leave.

MI will pay Mary \$1,000 a week for the first 9 weeks (\$9,000) under this Clause 37A.2.

## **38A. Long Service Leave**

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38A.1 Long service leave is provided for by the Long Service Leave Act NSW 1955. The provisions of **Schedule G** apply to those Employees with certain enhanced entitlements to long service leave.

## **39A. Special Leave**

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### **39A.1 Ordinary special leave**

- (a) In some instances, MI may (in its discretion) approve all or some of the special leave on a paid basis, depending on the Employee's personal circumstances.
- (b) Unpaid special leave may at MI's discretion be granted to Employees in some circumstances. Examples of such circumstances include, but are not limited to, leave to attend:
  - (i) local town fire brigade, or bushfire brigade, duty;
  - (ii) non-work related training courses endorsed in advance by MI;
  - (iii) local government service;
  - (iv) sport at State or national representative level as a participant;
  - (v) retirement seminars; or
  - (vi) activities in locally declared emergencies.
- (c) Such an entitlement will be limited to one working day for each completed year of service (after two years of completed service), less any period of special leave already taken by the Employee during their employment.
- (d) Special leave may be taken to a minimum one hour duration.
- (e) If special leave is insufficient, access to alternative leave provisions may be applied for and granted.

### **39A.2 Additional special leave**

- (a) Employees who are required to provide service in State or national interests in the areas described below will be entitled to leave as follows:
  - (i) State emergencies: Employees who volunteer to assist the State Emergency Service during emergencies, and are released by MI for that purpose, may be granted special leave on pay whilst engaged in these activities during normal working hours.
  - (ii) Fire fighting: Employees who undertake fire fighting duties during an emergency as declared under the *Rural Fires Act 1997*, may be granted special paid leave for the time they are necessarily absent from work on such emergency fire fighting activities.

- (iii) Military duty: Employees who are members of the Defence Reserve Forces and whose military service is part-time, may be granted up to 15 working days per annum special paid leave whilst on defence service as defined by the *Defence Reserve Service (Protection) Act 2001* (Cth). MI may claim reimbursement for leave taken for such military service.
  - (iv) Court service: When an Employee is summoned to be part of a jury or a witness at court, the following will be applicable:
    - (A) notice of court service shall be presented to MI as soon as practicable; and
    - (B) during such leave of absence, the Employee shall be paid the difference between the court service fees received and their rate of pay as if working.
- (b) Special leave, and the payments for same, under Clause 39A.2(a) operate concurrently with the entitlements arising under the statutory Community Service Leave set out in Clause 36A to the extent that they relate to the same type of leave. That is to say, there shall be no double counting or payment for leave which arises under both Clause 33A and Clause 39A.2(a).

#### 39A.3 Unpaid Leave

- (a) MI may (at its sole discretion) approve additional unpaid leave for any purpose which is not otherwise dealt with in this Agreement, provided that the Employee intends to resume duty on the expiration of the leave.
- (b) Unpaid leave will not break continuity of service. An Employee who has been granted unpaid leave which, when aggregated, does not exceed 5 working days in a period of 12 months, such leave shall count as service for accrual of annual and long service leave.
- (c) Unpaid leave or unauthorised absence exceeding 5 working days in a period of 12 months will not count in respect of annual or long service leave accrual.
- (d) Where an Employee is granted unpaid leave for a continuous period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such unpaid leave.
- (e) MI may request that all accrued annual or long service leave be used, prior to approval granted for unpaid leave.



#### **40A. Public Holidays**

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40A.1 Employees are, pursuant to the NES, entitled to be absent from employment on a day that is a public holiday – subject to any reasonable request by MI that they work on that day.

40A.2 For the purposes of this Agreement (notwithstanding anything to the contrary in the NES) the following shall constitute public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) ANZAC Day;
- (h) Queen's Birthday;
- (i) Labour Day;
- (j) Christmas Day; and
- (k) Boxing Day.

<b>PART KA – ALLOWANCES</b>
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#### **41A. Shift Loading**

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41A.1 Not applicable.

#### **42A. Travel Allowance**

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42A.1 Not applicable.

## GROUP B

### PART IB – HOURS AND WORK PATTERNS

#### 27B. Hours of Work

##### 27B.1 Ordinary Hours

- (a) Employees are required to work the Ordinary Hours set out in Clause 16 as determined by their employment type and Engagement Letter (or Updated Engagement Letter).
- (b) Such Ordinary Hours are averaged over a 4 week period, meaning that Employees may work more or less than the number stipulated in any given week.

##### 27B.2 Reasonable additional hours

- (a) With consideration given to Clause 27B.2(b)(i)-(x), Employees may also be directed to work reasonable additional hours above their Ordinary Hours, in accordance with the provisions of the National Employment Standards.
- (b) Section 62 of the Act sets out the factors for determining whether additional hours are reasonable, and at the time of drafting this Agreement include:
  - (i) any risk to Employee health and safety from working the additional hours;
  - (ii) the Employee's personal circumstances, including family responsibilities;
  - (iii) the needs of the MI workplace;
  - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - (v) any notice given by MI of any request or requirement to work the additional hours;
  - (vi) any notice given by the Employee of their intention to refuse to work the additional hours;
  - (vii) the usual patterns of work in the industry, or part of an industry, in which the Employee works;
  - (viii) the nature of the Employee's role, and the Employee's level of responsibility;
  - (ix) whether the additional hours are in accordance with averaging terms in this Agreement; and
  - (x) any other relevant matter.

## 28B. Work Patterns

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### 28B.1 Group B

- (a) This Clause 28B.1 only applies to Employees who are in Group B.
- (b) Employees must perform their Ordinary Hours:
  - (i) between 6:00am to 6:00pm (or if MI and an Employee agree, by altering this span by up to two hours at each end so long as the span is no longer than 12 hours);
  - (ii) on weekdays; and
  - (iii) up to a maximum of 10 hours on any one day (excluding unpaid meal breaks);
- (c) The particular arrangements by which an Employee performs their Ordinary Hours shall be their “**Work Pattern**”.
- (d) The Work Pattern for all Employees shall be performed as part of a fortnightly cycle as follows:
  - (i) 76 hours per fortnight worked over nine days, Monday to Friday;
  - (ii) ordinary hours from 7.00am to 4.00pm;
  - (iii) cycle to commence every second Friday;
  - (iv) Employees to work eight days of eight hours and 30 minutes, and one day of eight hours within each cycle (not including unpaid lunch breaks);
  - (v) the first day of the cycle to be the eight-hour day; and
  - (vi) every second Friday or Monday of the fortnight cycle shall be designated as the rostered day off. Employees shall be allocated their rostered day off by MI based on customer service and functional work requirements.
- (e) MI may change the Work Pattern set out in Clause 28B.1(d) above to accommodate any of the following factors:
  - (i) any risk to the Employee’s health and safety;
  - (ii) the Employee’s personal circumstances, including family responsibilities;
  - (iii) the needs of the MI workplace;
  - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working a particular Work Pattern;
  - (v) any objections or other comments raised by the Employee;
  - (vi) the usual Work Patterns of others doing similar roles to the Employee;
  - (vii) the nature of the Employee’s role, and the Employee’s level of responsibility; and/or
  - (viii) any other relevant matter.

Any such proposed change shall constitute a major change and will trigger Clause 9 of this Agreement.

**28B.2 Directions regarding Work Patterns (Groups A, B and C)**

- (a) MI retains ultimate discretion in relation to setting or amending Work Patterns if agreement cannot be reached with an Employee. Such discretion will generally be exercised by an Employee's Team Lead.
- (b) In exercising such discretion, MI will take into consideration:
  - (i) the requirements of the Employee's position, the Employee's workload, customer requirements and MI operational requirements;
  - (ii) workplace health and safety issues; and
  - (iii) the number of Ordinary Hours worked, or likely to be worked, by the Employee in a 4 week period to ensure compliance with Clause 16.
- (c) To avoid any doubt, this includes the discretion to direct an Employee to work less hours than otherwise anticipated (or not to perform any work at all) on any particular day without any reduction to salary – even at short notice.

**28B.3 Rostered days off (Groups B and C)**

If an Employee's Work Pattern includes provision for a rostered day off:

- (a) the time that would normally have been worked by the Employee on a Public Holiday or a day that has been taken by that Employee as paid leave, will count as time worked for accrual purposes;
- (b) if a rostered day off falls on a Public Holiday, the preceding or next working day will be substituted at MI's direction, unless another substitute day is agreed between MI and the Employee;
- (c) MI may, in periods of critical workload in order to comply with commercial or operational needs, require an Employee to work on their rostered day off. Work performed on a rostered day off at MI's direction shall constitute overtime for the purposes of Clause 30B.

**29B. Breaks**

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**29B.1 Employees in Group A or B**

- (a) This Clause 29B.1 applies to Employees who are in Groups A or B.
- (b) Employees:

- (i) will not be required to work more than five hours without an unpaid meal break of not less than 30 minutes. In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards; and
- (ii) will be entitled to paid morning and afternoon tea breaks of 10 minutes each.

**29B.2 Minimum Break (Groups A, B and C)**

- (a) An Employee is allowed at least 10 consecutive hours off duty between work on successive days, without loss of pay for ordinary working time occurring during the break.
- (b) An Employee who is instructed to commence duty before having had the minimum break is entitled to be paid double time before being released from duty. Upon release from duty, the Employee is entitled to 10 consecutive hours off duty without loss of pay for ordinary time occurring during the break.
- (c) Where an employee is Called Back or Called Out to work overtime and the period of work is three hours or less, the Call Back does not count for the purpose of determining whether 10 consecutive hours off duty have elapsed.

**30B. Overtime**

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**30B.1 Employees in Group B**

- (a) This Clause 30B.1 applies to Employees who are in Group B.
- (b) Overtime means all work performed by an Employee at the direction and approval of MI:
  - (i) which does not conform with Clause 28B.1(b)
  - (ii) on a rostered day off (see Clause 28B.3(c));
  - (iii) outside of their Work Pattern;
  - (iv) in any circumstance in which MI agrees to deem specific work performed as overtime, and where such written approval is given in advance and signed by the Employee's Executive Manager; or
  - (v) in excess of Ordinary Hours unless such extra work already attracts overtime pursuant to Clause 30B.1(b)(i), (ii), (iii) or (iv) above.

**30B.2 Paid or Time in lieu for overtime (Groups A, B and C)**

All overtime must be approved in advance by MI, by the Employee's Executive Manager. For all overtime worked, an Employee will have the option of time in lieu or payment pursuant to the following:

- (a) Monday to Saturday (including RDO's): time-and-a-half for the first two hours each day, and double time thereafter;

- (b) Sunday: double time;
- (c) Public Holidays: double-time-and-a-half.

- 30B.3 Overtime will be calculated for each 15 minute period, or part thereof.
- 30B.4 An Employee who works overtime on a Saturday or Sunday will be afforded at least four hours' work or will receive time in lieu for a minimum of four hours at the appropriate rate set out in Clause 30B.2.
- 30B.5 In computing overtime, each day's work stands alone.
- 30B.6 Time in lieu will be taken at a mutually convenient time. In the event that an Employee has elected to accrue time in lieu for overtime worked and has not taken that time in lieu within two months of it accruing, MI may direct an employee to take such time in lieu or pay out the value of the time in lieu as calculated pursuant to Clause 30B.2.

### **31B. On-Call, Call-Backs and Call Outs**

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- 31B.1 This Clause 31B applies to Employees required by MI to conduct planned or possible incident response functions for MI.
- 31B.2 Employees may be placed On-Call pursuant to an On-Call roster for planned or possible emergency and/or system interruption work.
- 31B.3 On-Call roster arrangements:
- (a) an Employee's participation in the On-Call roster shall be voluntary, though MI has discretion to direct an Employee to participate if the roster cannot be effectively populated with volunteers;
  - (b) MI will attempt to populate the roster with a reasonable number of Employees, subject to the existence of Employees with requisite qualifications and/or competencies to perform call-out work;
  - (c) an Employee shall not be rostered On-Call for more than 7 consecutive days where there are other Employees on the roster, or available to be placed on the roster; and
  - (d) the On-Call roster will specify the start and finish times for which the Employee will be On-Call each day (up to a possible 24 hour period).
- 31B.4 If an Employee is On-Call they must be available at all times between the start and finish times for which they have been placed On-Call (up to a period of 24 hours).
- (a) be immediately contactable;
  - (b) ensure that they can respond to any emergency and/or system interruption work without undue delay; and

- (c) not be under the influence of non-prescribed drugs, alcohol or any other substance that may adversely affect their ability to perform their duties.

31B.5 Employees shall be paid the following allowance (“**On-Call Allowance**”) for each day they are rostered On-Call:

- (a) weekdays – 150 per cent of one ordinary hour’s work;
- (b) Saturdays – 200 per cent of one ordinary hour’s work;
- (c) Sundays and Public Holidays – 250 percent of one ordinary hour’s work;

with all rates calculated at the Employee’s Base Salary.

31B.6 An Employee shall only be entitled to the On-Call Allowance if approved in writing prior to the period of On-Call duty by their Team Lead.

31B.7 Call-Backs:

- (a) a “**Call-Back**” commences at the time an On-Call Employee is contacted to perform work during an On-Call period and ends when the Employee returns home;
- (b) in the event that a Call-Back does not require an Employee to leave their home (for example to investigate a network system alarm), the Employee shall be deemed to be on a Call-Back for one hour from the time they commence such work (for example the time at which they log onto the system to investigate the alarm). Any further alarms or work within that hour period does not attract additional payment. Receiving a telephone call does not constitute a Call-Back;
- (c) a Call-Back includes any work involving further calls for service which the Employee may receive while on an existing Call-Back (that is, before they have returned home);
- (d) Call-Backs shall be paid for a minimum of two hours (except for Call-Backs which do not require an Employee to leave their home as described in Clause 31B.7(b), which shall be paid for a minimum of one hour);
- (e) in the event of a Call-Back, the Employee must notify their Team Lead at their earliest convenience upon being Called-Back. Employees may be required to produce copies of telephone records or any other evidence to verify the Call-Back.

31B.8 Employees shall be paid the following hourly rates for a Call-Back as described in 31B.7:

- (a) Monday to Saturday – time-and-a-half for the first two hours, and double time thereafter;

- (b) Sundays – double time;
- (c) Public Holidays – double-time-and-a-half;

31B.9 Call Outs:

- (a) In some circumstances, MI may require work to be performed outside usual work hours in response to unplanned incidents or emergency functions which require work to be performed by Employees who are not otherwise On-Call. Such work shall be referred to as “**Call-Outs**”.
- (b) Employees are free to accept or decline a Call-Out.
- (c) A Call-Out commences at the time an Employee is contacted to perform the Call-Out and ends when the Employee returns home.
- (d) A Call-Out includes any work involving further calls for service which the Employee may receive while on an existing Call-out (that is, before they have returned home).
- (e) Call-Outs shall be paid for a minimum of two hours (except for a Call-Outs which does not require an Employee to leave their home as described in the example given in Clause 31B.7(b), which in that circumstance only shall be paid for a minimum of one hour). Receiving a telephone call does not constitute a Call-Out.
- (f) Employees shall be paid the following hourly rates for a Call-Out as described above:
  - (i) Monday to Saturday – time-and-a-half for the first two hours, and double time thereafter;
  - (ii) Sundays – double time;
  - (iii) Public Holidays – double-time-and-a-half.

## PART JB – LEAVE

### 32B. Generally

- 32B.1 Unless otherwise specified in this Agreement, all leave entitlements are set by the Act or other applicable legislation in operation from time to time. As they are set by legislation, they may change at any time following any legislative amendments.
- 32B.2 All paid leave shall be paid at the Employee’s Base Salary, or if the Employee is in Group C at the Employee’s Base Salary plus Shift Loading.



32B.3 MI will also maintain a separate written policy concerning leave. That policy will be amended from time to time and does not form part of this Agreement.

### **33B. Annual Leave**

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33B.1 Annual leave is provided for by the National Employment Standards. This Clause supplements or deals with matters incidental to the National Employment Standards entitlement.

33B.2 The provisions of **Schedule E** apply to those Employees with existing grandfathered annual leave entitlements arising under previous workplace agreements.

#### **33B.3 Additional leave entitlement for Group C Employees**

Not applicable.

#### **33B.4 Double leave at half pay:**

An Employee may request to take a double period of all or part of the accrued annual leave entitlement at half pay. Approval of such a request will be at MI's discretion and assessed on a case-by-case basis.

#### **33B.5 Taking annual leave:**

- (a) Approval for annual leave will be subject to the operational requirements of the workplace and the fair allocation of leave during prime work periods. Employees are encouraged to take their annual leave to ensure adequate time away from the workplace.
- (b) Employees are required to take a minimum of two weeks' annual leave each financial year.
- (c) MI may direct and compel an Employee who has accrued over eight weeks' leave to take such leave at a time determined by MI subject to the following:
  - (i) MI must provide the Employee with at least four weeks' written notice of its direction;
  - (ii) MI must attempt to reach agreement with the Employee about when such leave is taken;
  - (iii) The Employee is entitled to retain a balance of no less than four weeks of accrued leave (unless otherwise agreed);
  - (iv) Notwithstanding the above, MI has a discretion to allow an Employee to maintain over eight weeks' accrued leave on a case-by-case basis.
- (d) MI may direct and compel an Employee to take annual leave in the event of a shutdown of part or all of its operations. In the event that an Employee has insufficient annual leave to cover the period of shut down, the Employee may discuss any alternative operationally viable arrangements for

the period or, if available, the Employee may request the use of long service leave.

**33B.6 Taking annual leave – additional provisions for Group C Employees**

Not applicable

**33B.7 Payment of annual leave:**

Payment for annual leave is at the Employee's Base Salary plus Shift Loading (if applicable).

**33B.8 Cashing out annual leave:**

An Employee may request to cash out accrued annual leave, subject to the following:

- (a) the Employee must have taken at least two weeks of annual leave in the 12 months prior to their request to cash out leave;
- (b) the Employee must have sufficient leave accrued so that, after deduction of the amount cashed in, the Employee retains a balance of at least four weeks of annual leave;
- (c) MI reserves the right to determine whether or not it agrees to the Employee's request at the time it is made;
- (d) Any agreement between MI and the Employee to cash out a period of annual leave must be in writing;
- (e) If MI agrees to permit the Employee to cash out a period of annual leave, the amount payable will be at least the same as the Employee would have been entitled to had they physically taken the leave; and
- (f) Once leave is cashed out, the Employee will no longer be entitled to take (or be paid out for in any way) that period of leave.

**33B.9 Annual leave loading**

Employees have been compensated for 17½% annual leave loading in the enhanced rate set for their Annual Remuneration.

**34B. Personal / Carer's Leave**

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34B.1 Personal/carer's leave is provided for by the National Employment Standards. This Clause supplements or deals with matters incidental to the National Employment Standards.

34B.2 The provisions of **Schedule F** apply to those Employees with existing grandfathered personal/carer's leave entitlements arising under previous workplace agreements.

- 34B.3 An Employee may be eligible to claim personal leave on full pay or without pay pending the determination of an Employee's Workers' Compensation claim.
- 34B.4 If liability for the claim is accepted, then an equivalent period of any personal leave taken by the Employee pending acceptance of the claim shall be restored to the credit of the Employee.
- 34B.5 After receiving 26 weeks of Workers Compensation payments, an Employee may use any accrued personal/carer's leave to make up any shortfall in their ordinary rate of pay.

### **35B. Compassionate Leave**

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- 35B.1 Compassionate leave is provided for by the National Employment Standards.

### **36B. Community Service Leave**

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- 36B.1 Community service leave is provided for by the National Employment Standards.

### **37B. Parental Leave**

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- 37B.1 Parental leave is provided for on an unpaid basis by the National Employment Standards.
- 37B.2 An Employee who is eligible for unpaid parental leave under the National Employment Standards shall be entitled to payment of the first nine weeks of such leave at the Employee's Base Salary plus Shift Loading (if applicable).

Example: Mary earns \$1,000 a week. Mary wishes to take 52 weeks parental leave.

MI will pay Mary \$1,000 a week for the first 9 weeks (\$9,000) under this Clause 37B.2.

### **38B. Long Service Leave**

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- 38B.1 Long service leave is provided for by the Long Service Leave Act NSW 1955. The provisions of **Schedule G** apply to those Employees with certain enhanced entitlements to long service leave.

### **39B. Special Leave**

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#### **39B.1 Ordinary special leave**

- (a) In some instances, MI may (in its discretion) approve all or some of the special leave on a paid basis, depending on the Employee's personal circumstances.
- (b) Unpaid special leave may at MI's discretion be granted to Employees in some circumstances. Examples of such circumstances include, but are not limited to, leave to attend:

- (i) local town fire brigade, or bushfire brigade, duty;
  - (ii) non-work related training courses endorsed in advance by MI;
  - (iii) local government service;
  - (iv) sport at State or national representative level as a participant;
  - (v) retirement seminars; or
  - (vi) activities in locally declared emergencies.
- (c) Such an entitlement will be limited to one working day for each completed year of service (after two years of completed service), less any period of special leave already taken by the Employee during their employment.
- (d) Special leave may be taken to a minimum one hour duration.
- (e) If special leave is insufficient, access to alternative leave provisions may be applied for and granted.

**39B.2 Additional special leave**

- (a) Employees who are required to provide service in State or national interests in the areas described below will be entitled to leave as follows:
- (i) State emergencies: Employees who volunteer to assist the State Emergency Service during emergencies, and are released by MI for that purpose, may be granted special leave on pay whilst engaged in these activities during normal working hours.
  - (ii) Fire fighting: Employees who undertake fire fighting duties during an emergency as declared under the *Rural Fires Act 1997*, may be granted special paid leave for the time they are necessarily absent from work on such emergency fire fighting activities.
  - (iii) Military duty: Employees who are members of the Defence Reserve Forces and whose military service is part-time, may be granted up to 15 working days per annum special paid leave whilst on defence service as defined by the *Defence Reserve Service (Protection) Act 2001* (Cth). MI may claim reimbursement for leave taken for such military service.
  - (iv) Court service: When an Employee is summoned to be part of a jury or a witness at court, the following will be applicable:
    - (A) notice of court service shall be presented to MI as soon as practicable; and
    - (B) during such leave of absence, the Employee shall be paid the difference between the court service fees received and their rate of pay as if working.
- (b) Special leave, and the payments for same, under Clause 39B.2(a) operate concurrently with the entitlements arising under the statutory Community Service Leave set out in Clause 36B to the extent that they relate to the same type of leave. That is to say, there shall be no double counting or payment for leave which arises under both Clause 36B and Clause 39B.2(a).



**39B.3 Unpaid Leave**

- (a) MI may (at its sole discretion) approve additional unpaid leave for any purpose which is not otherwise dealt with in this Agreement, provided that the Employee intends to resume duty on the expiration of the leave.
- (b) Unpaid leave will not break continuity of service. An Employee who has been granted unpaid leave which, when aggregated, does not exceed 5 working days in a period of 12 months, such leave shall count as service for accrual of annual and long service leave.
- (c) Unpaid leave or unauthorised absence exceeding 5 working days in a period of 12 months will not count in respect of annual or long service leave accrual.
- (d) Where an Employee is granted unpaid leave for a continuous period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such unpaid leave.
- (e) MI may request that all accrued annual or long service leave be used, prior to approval granted for unpaid leave.

**40B. Public Holidays**

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40B.1 Employees are, pursuant to the NES, entitled to be absent from employment on a day that is a public holiday – subject to any reasonable request by MI that they work on that day.

40B.2 For the purposes of this Agreement (notwithstanding anything to the contrary in the NES) the following shall constitute public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) ANZAC Day;
- (h) Queen's Birthday;
- (i) Labour Day;

(j) Christmas Day; and

(k) Boxing Day.

## PART KB – ALLOWANCES

### 41B. Shift Loading

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41B.1 Not applicable.

### 42B. Travel Allowance

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42B.1 Employees in Group B who are provided with a company vehicle and required to start and finish at a location other than their Home Base at the normal starting and finishing times, shall be paid an allowance equivalent to their Base Salary for all time in excess of 15 minutes each way travelling between their usual place of residence and the site as follows:

- (a) travel time must be reasonable;
- (b) the allowance shall not be paid for the first 15 minutes of any such travel time; and
- (c) such allowance will be paid in 15 minute intervals to the nearest 15 minutes.

42B.2 The provisions of Schedule C apply to those Employees in Group B with existing grandfathered entitlements to compensate for travel patterns arising under previous workplace agreements.

## GROUP C

### PART IC – HOURS AND WORK PATTERNS

#### 27C. Hours of Work

##### 27C.1 Ordinary Hours

- (a) Employees are required to work the Ordinary Hours as determined by their employment type and Engagement Letter (or Updated Engagement Letter).
- (b) Such Ordinary Hours are averaged over a 52 week period, meaning that Employees may work more or less than the number stipulated in any given week.

##### 27C.2 Reasonable additional hours

- (a) With consideration given to Clause 27C.2(b)(i)-(x), Employees may also be directed to work reasonable additional hours above their Ordinary Hours, in accordance with the provisions of the National Employment Standards.
- (b) Section 62 of the Act sets out the factors for determining whether additional hours are reasonable, and at the time of drafting this Agreement include:
  - (i) any risk to Employee health and safety from working the additional hours;
  - (ii) the Employee's personal circumstances, including family responsibilities;
  - (iii) the needs of the MI workplace;
  - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - (v) any notice given by MI of any request or requirement to work the additional hours;
  - (vi) any notice given by the Employee of their intention to refuse to work the additional hours;
  - (vii) the usual patterns of work in the industry, or part of an industry, in which the Employee works;
  - (viii) the nature of the Employee's role, and the Employee's level of responsibility;
  - (ix) whether the additional hours are in accordance with averaging terms in this Agreement; and
  - (x) any other relevant matter.



## 28C. Work Patterns

### 28C.1 Group C

- (a) This Clause 28C.1 only applies to Employees who are in Group C.
- (b) Employees will work a roster through part of the year. The roster, and the start, duration and end of the roster arrangement, will be determined by MI in its absolute discretion and notified to affected Employees in advance.
- (c) While On Roster, Employees must perform their Ordinary Hours:
  - (i) pursuant to a 28 day roster cycle with 19 ordinary rostered work days each cycle, including weekdays, weekends and Public Holidays;
  - (ii) between 6:00am to 6:00pm (or if MI and an Employee agree, by altering this span by up to two hours at each end so long as the span is no longer than 12 hours);
  - (iii) up to a maximum of 12 hours on any day;
  - (iv) on a maximum of 9 ordinary rostered days in a row;
  - (v) pursuant to a roster issued by MI two weeks in advance of the roster commencing and ending.;
  - (vi) at start and finish times each day determined by the Employee, subject to any contrary direction by MI, so long as such arrangements satisfy: the requirements of their position, their workload, customer requirements and MI operational requirements.
- (d) While Off Roster:
  - (i) Employees must perform their Ordinary Hours:
    - (A) between 6:00am to 6:00pm (or if MI and an Employee agree, by altering this span by up to two hours at each end so long as the span is no longer than 12 hours);
    - (B) on weekdays; and
    - (C) up to a maximum of 10 hours on any one day (excluding unpaid meal breaks);
  - (ii) The particular arrangement by which an Employee performs their Ordinary Hours shall be their “**Work Pattern**”.
  - (iii) The Work Pattern for all Employees shall be performed as part of a fortnightly cycle as follows:
    - (A) Employees are employed on a 38 hour week and work eight hours per day (not including unpaid lunch breaks) and may accrue 0.4 of one hour each day, entitling them to one rostered day off at the end of a 4-week cycle consisting of 19 working days;

- (B) Worked over ten days, Monday to Friday;
  - (C) Ordinary hours from 7.00 am to 4.00 pm; and
  - (D) Cycle to commence every second Friday.
- (iv) MI may change the Work Pattern set out in Clause 28C.1 above to accommodate any of the following factors:
- (A) any risk to the Employee's health and safety;
  - (B) the Employee's personal circumstances, including family responsibilities;
  - (C) the needs of the MI workplace;
  - (D) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working a particular Work Pattern;
  - (E) any objections or other comments raised by the Employee;
  - (F) the usual Work Patterns of others doing similar roles to the Employee;
  - (G) the nature of the Employee's role, and the Employee's level of responsibility; and/or
  - (H) any other relevant matter.

Any such proposed change shall constitute a major change and will trigger Clause 9 of this Agreement.

- (e) Notwithstanding any of the above:
- (i) ad-hoc or occasional requests regarding altering the regular Work Pattern (including commencement, finishing or lunch times) on a temporary basis may be discussed with and approved by the Employee's Team Lead from time to time; and
  - (ii) upon consent, an Employee may request to work additional hours to complete a defined task or activity. Such time is occasional and taken at a mutually agreed time.

**28C.2 Directions regarding Work Patterns (Groups A, B and C)**

- (a) MI retains ultimate discretion in relation to setting or amending Work Patterns if agreement cannot be reached with an Employee. Such discretion will generally be exercised by an Employee's Team Lead.
- (b) In exercising such discretion, MI will take into consideration:
  - (i) the requirements of the Employee's position, the Employee's workload, customer requirements and MI operational requirements;
  - (ii) workplace health and safety issues; and
  - (iii) the number of Ordinary Hours worked, or likely to be worked, by the Employee in a 52 week period to ensure compliance with Clause 16.

- (c) To avoid any doubt, this includes the discretion to direct an Employee to work less hours than otherwise anticipated (or not to perform any work at all) on any particular day without any reduction to salary – even at short notice.

**28C.3 Rostered days off (Groups B and C)**

If an Employee's Work Pattern includes provision for a rostered day off:

- (a) the time that would normally have been worked by the Employee on a Public Holiday or a day that has been taken by that Employee as paid leave, will count as time worked for accrual purposes;
- (b) if a rostered day off falls on a Public Holiday, the preceding or next working day will be substituted at MI's direction, unless another substitute day is agreed between MI and the Employee;
- (c) MI may, in periods of critical workload in order to comply with commercial or operational needs, require an Employee to work on their rostered day off. Work performed on a rostered day off at MI's direction shall constitute overtime for the purposes of Clause 30C.

**29C. Breaks**

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**29C.1 Employees in Group C**

- (a) This Clause 29C.1 only applies to Employees who are in Group C.
- (b) While On Roster:
  - (i) Employees working for less than 10 hours on any day will be entitled to a crib break of 20 minutes which will count as time worked;
  - (ii) Employees working for more than 10 hours on any day will be entitled to two crib breaks totalling 30 minutes which will count as time worked;
  - (iii) subject to any contrary direction by MI, and so long as they are able to satisfy the requirements of their position, their workload, customer requirements and MI operational requirements, Employees may:
    - (A) take further breaks on an unpaid basis; and
    - (B) determine the timing of all breaks
  - (iv) MI will not require an Employee to work more than five hours before the first crib break is taken or between subsequent crib breaks, if any.
- (c) While Off Roster, Employees:
  - (i) will not be required to work more than five hours without an unpaid meal break of not less than 30 minutes. In the case of

- unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards; and
- (ii) will be entitled to paid morning and afternoon tea breaks of 10 minutes each.

**29C.2 Minimum Break (Groups A, B and C)**

- (a) An Employee is allowed at least 10 consecutive hours off duty between work on successive days, without loss of pay for ordinary working time occurring during the break.
- (b) An Employee who is instructed to commence duty before having had the minimum break is entitled to be paid double time before being released from duty. Upon release from duty, the Employee is entitled to 10 consecutive hours off duty without loss of pay for ordinary time occurring during the break.
- (c) Where an employee is Called Back or Called Out to work overtime and the period of work is three hours or less, the Call Back does not count for the purpose of determining whether 10 consecutive hours off duty have elapsed.

**30C. Overtime**

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**30C.1 Employees in Group C**

- (a) This Clause 30C.1 only applies to Employees who are in Group C.
- (b) While On Roster, overtime means all work performed by an Employee at the direction and approval of MI:
  - (i) which does not conform with Clause 28C.1(c);
  - (ii) on a rostered day off (see Clause 28C.3(c));
  - (iii) in any circumstance in which MI agrees to deem specific work performed as overtime, and where such written approval is given in advance and signed by the Employee's Executive Manager; or
  - (iv) in excess of Ordinary Hours unless such extra work already attracts overtime pursuant to Clause 30C.1(b)(i), (ii) or (iii) above.
- (c) While Off Roster, overtime means all work performed by an Employee at the direction and approval of MI:
  - (i) which does not conform with Clause 28C.1(d)(i);
  - (ii) on a rostered day off (see Clause 28C.3(c));
  - (iii) outside of their Work Pattern;
  - (iv) in any circumstance in which MI agrees to deem specific work performed as overtime, and where such written approval is given in advance and signed by the Employee's Executive Manager; or

- (v) in excess of Ordinary Hours, unless such extra work already attracts overtime pursuant to Clause 30C.1(c)(i), (ii), (iii) or (iv) above.

**30C.2 Paid or Time in lieu for overtime (Groups A, B and C)**

All overtime must be approved in advance by MI, by the Employee's Executive Manager. For all overtime worked, an Employee will have the option of time in lieu or payment pursuant to the following:

- (a) Monday to Saturday (including RDO's): time-and-a-half for the first two hours each day, and double time thereafter;
- (b) Sunday: double time;
- (c) Public Holidays: double-time-and-a-half.

30C.3 Overtime will be calculated for each 15 minute period, or part thereof.

30C.4 An Employee who works overtime on a Saturday or Sunday will be afforded at least four hours' work or will receive time in lieu for a minimum of four hours at the appropriate rate set out in Clause 30C.2.

30C.5 In computing overtime, each day's work stands alone.

30C.6 Time in lieu will be taken at a mutually convenient time. In the event that an Employee has elected to accrue time in lieu for overtime worked and has not taken that time in lieu within two months of it accruing, MI may direct an employee to take such time in lieu or pay out the value of the time in lieu as calculated pursuant to Clause 30C.2.

**31C. On-Call, Call-Backs and Call Outs**

---

31C.1 This Clause 31C applies to Employees required by MI to conduct planned or possible incident response functions for MI.

31C.2 Employees may be placed On-Call pursuant to an On-Call roster for planned or possible emergency and/or system interruption work.

31C.3 On-Call roster arrangements:

- (a) an Employee's participation in the On-Call roster shall be voluntary, though MI has discretion to direct an Employee to participate if the roster cannot be effectively populated with volunteers;
- (b) MI will attempt to populate the roster with a reasonable number of Employees, subject to the existence of Employees with requisite qualifications and/or competencies to perform call-out work;

- (c) an Employee shall not be rostered On-Call for more than 7 consecutive days where there are other Employees on the roster, or available to be placed on the roster; and
  - (d) the On-Call roster will specify the start and finish times for which the Employee will be On-Call each day (up to a possible 24 hour period).
- 31C.4 If an Employee is On-Call they must be available at all times between the start and finish times for which they have been placed On-Call (up to a period of 24 hours).
  - (a) be immediately contactable;
  - (b) ensure that they can respond to any emergency and/or system interruption work without undue delay; and
  - (c) not be under the influence of non-prescribed drugs, alcohol or any other substance that may adversely affect their ability to perform their duties.
- 31C.5 Employees shall be paid the following allowance ("**On-Call Allowance**") for each day they are rostered On-Call:
  - (a) weekdays – 150 per cent of one ordinary hour's work;
  - (b) Saturdays – 200 per cent of one ordinary hour's work;
  - (c) Sundays and Public Holidays – 250 percent of one ordinary hour's work;with all rates calculated at the Employee's Base Salary.
- 31C.6 An Employee shall only be entitled to the On-Call Allowance if the appropriate documentation has been completed and approved prior to the period of On-Call duty by their Team Lead.
- 31C.7 Call-Backs:
  - (a) a "**Call-Back**" commences at the time an On-Call Employee is contacted to perform work during an On-Call period and ends when the Employee returns home;
  - (b) in the event that a Call-Back does not require an Employee to leave their home (for example to investigate a network system alarm), the Employee shall be deemed to be on a Call-Back for one hour from the time they commence such work (for example the time at which they log onto the system to investigate the alarm). Any further alarms or work within that hour period does not attract additional payment. Receiving a telephone call does not constitute a Call-Back;
  - (c) a Call-Back includes any work involving further calls for service which the Employee may receive while on an existing Call-Back (that is, before they have returned home);

- (d) Call-Backs shall be paid for a minimum of two hours (except for Call-Backs which do not require an Employee to leave their home as described in Clause 31C.7(b), which shall be paid for a minimum of one hour);
- (e) in the event of a Call-Back, the Employee must notify their Team Lead at their earliest convenience upon being Called-Back. Employees may be required to produce copies of telephone records or any other evidence to verify the Call-Back.

31C.8 Employees shall be paid the following hourly rates for a Call-Back as described in 31C.7:

- (a) Monday to Saturday – time-and-a-half for the first two hours, and double time thereafter;
- (b) Sundays – double time;
- (c) Public Holidays – double-time-and-a-half;

31C.9 Call Outs:

- (a) In some circumstances, MI may require work to be performed outside usual work hours in response to unplanned incidents or emergency functions which require work to be performed by Employees who are not otherwise On-Call. Such work shall be referred to as “**Call-Outs**”.
- (b) Employees are free to accept or decline a Call-Out.
- (c) A Call-Out commences at the time an Employee is contacted to perform the Call-Out and ends when the Employee returns home.
- (d) A Call-Out includes any work involving further calls for service which the Employee may receive while on an existing Call-out (that is, before they have returned home).
- (e) Call-Outs shall be paid for a minimum of two hours (except for a Call-Outs which does not require an Employee to leave their home as described in the example given in Clause 31C.7(b), which in that circumstance only shall be paid for a minimum of one hour). Receiving a telephone call does not constitute a Call-Out.
- (f) Employees shall be paid the following hourly rates for a Call-Out as described above:
  - (i) Monday to Saturday – time-and-a-half for the first two hours, and double time thereafter;
  - (ii) Sundays – double time;
  - (iii) Public Holidays – double-time-and-a-half.

## PART JC – LEAVE

### 32C. Generally

- 32C.1 Unless otherwise specified in this Agreement, all leave entitlements are set by the Act or other applicable legislation in operation from time to time. As they are set by legislation, they may change at any time following any legislative amendments.
- 32C.2 All paid leave shall be paid at the Employee's Base Salary, or if the Employee is in Group C at the Employee's Base Salary plus Shift Loading.
- 32C.3 MI will also maintain a separate written policy concerning leave. That policy will be amended from time to time and does not form part of this Agreement.

### 33C. Annual Leave

- 33C.1 Annual leave is provided for by the National Employment Standards. This Clause supplements or deals with matters incidental to the National Employment Standards entitlement.
- 33C.2 The provisions of **Schedule E** apply to those Employees with existing grandfathered annual leave entitlements arising under previous workplace agreements.
- 33C.3 **Additional leave entitlement for Group C Employees:**
- (a) In this Clause 33C.3 only, an Employee is a "shiftworker" for the purposes of the National Employment Standards if they are in Group C.
  - (b) Shiftworkers (that is, all Employees in Group C) shall be entitled to an additional seven days' annual leave each year. The additional seven days annual leave consists of five days for working a roster and two days in lieu of the time taken to exchange information and resources between Employees at the change of a work rotation. Such additional leave shall accrue throughout the year in the same manner as their ordinary annual leave entitlements.
- 33C.4 **Double leave at half pay:**
- An Employee may request to take a double period of all or part of the accrued annual leave entitlement at half pay. Approval of such a request will be at MI's discretion and assessed on a case-by-case basis.
- 33C.5 **Taking annual leave:**
- (a) Approval for annual leave will be subject to the operational requirements of the workplace and the fair allocation of leave during prime work periods.



Employees are encouraged to take their annual leave to ensure adequate time away from the workplace.

- (b) Employees are required to take a minimum of two weeks' annual leave each financial year.
- (c) MI may direct and compel an Employee who has accrued over eight weeks' leave to take such leave at a time determined by MI subject to the following:
  - (i) MI must provide the Employee with at least four weeks' written notice of its direction;
  - (ii) MI must attempt to reach agreement with the Employee about when such leave is taken;
  - (iii) The Employee is entitled to retain a balance of no less than four weeks of accrued leave (unless otherwise agreed);
  - (iv) Notwithstanding the above, MI has a discretion to allow an Employee to maintain over eight weeks' accrued leave on a case-by-case basis.
- (d) MI may direct and compel an Employee to take annual leave in the event of a shutdown of part or all of its operations. In the event that an Employee has insufficient annual leave to cover the period of shut down, the Employee may discuss any alternative operationally viable arrangements for the period or, if available, the Employee may request the use of long service leave.

**33C.6 Taking Annual Leave – additional provisions for Group C Employees**

- (a) This Clause 33C.6 applies to Employees who are in Group C (and operates in addition to Clause 33C.5).
- (b) Employees may not be able to take leave while On Roster unless they are entitled to In-Season Leave.
- (c) MI may direct and compel an Employee who:
  - (i) prior to the commencement of an On Roster period in which In-Season Leave will not be available to that Employee;
  - (ii) is likely to reach an accrual of eight or more weeks' leave at some point during that upcoming roster period;

to take such leave prior to the commencement of that upcoming On Roster period at a time determined by MI subject to the following:

- (i) MI must provide the Employee with at least four weeks' written notice of its direction;
- (ii) MI must attempt to reach agreement with the Employee about when such leave is taken;
- (iii) the Employee is entitled to retain a balance of no less than four weeks of accrued leave (unless otherwise agreed); and

- (iv) notwithstanding the above, MI has a discretion to allow an Employee to maintain over eight weeks' accrued leave on a case-by-case basis.

**33C.7 Payment of annual leave:**

Payment for annual leave is at the Employee's Base Salary plus Shift Loading (if applicable).

**33C.8 Cashing out annual leave:**

An Employee may request to cash out accrued annual leave, subject to the following:

- (a) the Employee must have taken at least two weeks of annual leave in the 12 months prior to their request to cash out leave;
- (b) the Employee must have sufficient leave accrued so that, after deduction of the amount cashed in, the Employee retains a balance of at least four weeks of annual leave;
- (c) MI reserves the right to determine whether or not it agrees to the Employee's request at the time it is made;
- (d) Any agreement between MI and the Employee to cash out a period of annual leave must be in writing;
- (e) If MI agrees to permit the Employee to cash out a period of annual leave, the amount payable will be at least the same as the Employee would have been entitled to had they physically taken the leave; and
- (f) Once leave is cashed out, the Employee will no longer be entitled to take (or be paid out for in any way) that period of leave.

**33C.9 Annual leave loading**

Employees have been compensated for 17½% annual leave loading in the enhanced rate set for their Annual Remuneration.

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**34C. Personal / Carer's Leave**

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34C.1 Personal/carer's leave is provided for by the National Employment Standards. This Clause supplements or deals with matters incidental to the National Employment Standards.

34C.2 The provisions of **Schedule F** apply to those Employees with existing grandfathered personal/carer's leave entitlements arising under previous workplace agreements.

34C.3 An Employee may be eligible to claim personal leave on full pay or without pay pending the determination of an Employee's Workers' Compensation claim.

34C.4 If liability for the claim is accepted, then an equivalent period of any personal leave taken by the Employee pending acceptance of the claim shall be restored to the credit of the Employee.

34C.5 After receiving 26 weeks of Workers Compensation payments, an Employee may use any accrued personal/carer's leave to make up any shortfall in their ordinary rate of pay.

### **35C. Compassionate Leave**

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35C.1 Compassionate leave is provided for by the National Employment Standards.

### **36C. Community Service Leave**

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36C.1 Community service leave is provided for by the National Employment Standards.

### **37C. Parental Leave**

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37C.1 Parental leave is provided for on an unpaid basis by the National Employment Standards.

37C.2 An Employee who is eligible for unpaid parental leave under the National Employment Standards shall be entitled to payment of the first nine weeks of such leave at the Employee's Base Salary plus Shift Loading (if applicable).

Example: Mary earns \$1,000 a week. Mary wishes to take 52 weeks parental leave.

MI will pay Mary \$1,000 a week for the first 9 weeks (\$9,000) under this Clause 37C.2.

### **38C. Long Service Leave**

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38C.1 Long service leave is provided for by the Long Service Leave Act NSW 1955. The provisions of **Schedule G** apply to those Employees with certain enhanced entitlements to long service leave.

### **39C. Special Leave**

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#### **39C.1 Ordinary special leave**

(a) In some instances, MI may (in its discretion) approve all or some of the special leave on a paid basis, depending on the Employee's personal circumstances.

(b) Unpaid special leave may at MI's discretion be granted to Employees in some circumstances. Examples of such circumstances include, but are not limited to, leave to attend:

(i) local town fire brigade, or bushfire brigade, duty;

- (ii) non-work related training courses endorsed in advance by MI;
  - (iii) local government service;
  - (iv) sport at State or national representative level as a participant;
  - (v) retirement seminars; or
  - (vi) activities in locally declared emergencies.
- (c) Such an entitlement will be limited to one working day for each completed year of service (after two years of completed service), less any period of special leave already taken by the Employee during their employment.
- (d) Special leave may be taken to a minimum one hour duration.
- (e) If special leave is insufficient, access to alternative leave provisions may be applied for and granted.

### 39C.2 Additional special leave

- (a) Employees who are required to provide service in State or national interests in the areas described below will be entitled to leave as follows:
- (i) State emergencies: Employees who volunteer to assist the State Emergency Service during emergencies, and are released by MI for that purpose, may be granted special leave on pay whilst engaged in these activities during normal working hours.
  - (ii) Fire fighting: Employees who undertake fire fighting duties during an emergency as declared under the *Rural Fires Act 1997*, may be granted special paid leave for the time they are necessarily absent from work on such emergency fire fighting activities.
  - (iii) Military duty: Employees who are members of the Defence Reserve Forces and whose military service is part-time, may be granted up to 15 working days per annum special paid leave whilst on defence service as defined by the *Defence Reserve Service (Protection) Act 2001* (Cth). MI may claim reimbursement for leave taken for such military service.
  - (iv) Court service: When an Employee is summoned to be part of a jury or a witness at court, the following will be applicable:
    - (A) notice of court service shall be presented to MI as soon as practicable; and
    - (B) during such leave of absence, the Employee shall be paid the difference between the court service fees received and their rate of pay as if working.
- (b) Special leave, and the payments for same, under Clause 39C.2(a) operate concurrently with the entitlements arising under the statutory Community Service Leave set out in Clause 36C to the extent that they relate to the same type of leave. That is to say, there shall be no double counting or payment for leave which arises under both Clause 36C and Clause 39C.2(a).

**39C.3 Unpaid Leave**

- (a) MI may (at its sole discretion) approve additional unpaid leave for any purpose which is not otherwise dealt with in this Agreement, provided that the Employee intends to resume duty on the expiration of the leave.
- (b) Unpaid leave will not break continuity of service. An Employee who has been granted unpaid leave which, when aggregated, does not exceed 5 working days in a period of 12 months, such leave shall count as service for accrual of annual and long service leave.
- (c) Unpaid leave or unauthorised absence exceeding 5 working days in a period of 12 months will not count in respect of annual or long service leave accrual.
- (d) Where an Employee is granted unpaid leave for a continuous period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such unpaid leave.
- (e) MI may request that all accrued annual or long service leave be used, prior to approval granted for unpaid leave.

**40C. Public Holidays**

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40C.1 Employees are, pursuant to the NES, entitled to be absent from employment on a day that is a public holiday – subject to any reasonable request by MI that they work on that day.

40C.2 For the purposes of this Agreement (notwithstanding anything to the contrary in the NES) the following shall constitute public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) ANZAC Day;
- (h) Queen's Birthday;
- (i) Labour Day;

(j) Christmas Day; and

(k) Boxing Day.

## **PART KC – ALLOWANCES**

### **41C. Shift Loading**

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41C.1 Employees in Group C shall receive a 20 per cent shift loading. The loading is calculated on Base Salary. This loading will be identified separately to their Base Salary.

### **42C. Travel Allowance**

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42C.1 Not applicable.

**SCHEDULE A**

**Features of positions at different WVP Score ranges  
(for illustrative purposes only)**

*Cross reference: Clauses 18.5 and 18.6*

CLASSIFICATION	WORK VALUE
<p><b>A.1. Level 1</b></p> <p>Level 1 covers operational and administrative employees undertaking duties and responsibilities at the base level for operational and administration employees.</p> <p>A.1.1. Authority and accountability: work performed is within general company guidelines. Share accountability for delivery of a product, service or information to meet customer needs. Work is generally supervised or but may on occasions provide on-the-job training based on their skills and/or experience to employees of the same or lower levels.</p> <p>A.1.2. Judgment and problem solving: the nature of the work is clearly defined with procedures well understood. Have some independence in setting work program goals and targets. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.</p> <p>A.1.3. Specialist knowledge and skills: be able to apply technology &amp; work practices according to established procedures to a single activity or activities. Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position.</p> <p>A.1.4. Management skills: not required at this level.</p> <p>A.1.5. Interpersonal skills: employees at this level require effective communication skills to enable them to communicate with customers, other employees and members of the public and in the resolution of routine and basic matters.</p> <p>A.1.6. Qualifications and experience: qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through:</p> <p>(a) certificate or equivalent;</p> <p>(b) completion of accredited/industry-based training courses equivalent to a certificate IV (non-trade); and/or</p> <p>(c) knowledge and specialised skills gained through on-the-job</p>	<p><b>125-156</b></p>

<p>training to provide product and services to meet client needs.</p>	
<p><b>A.2. Level 2</b>  Level 2 covers operational or administrative employees undertaking duties and responsibilities in excess of level 1.</p> <p>A.2.1. Authority and accountability: perform tasks with well defined methods, techniques or processes according to rules, guidelines, instructions. May make internal recommendations which represent the employer to the public and/or other organisations. Determine own work program within established priorities. Have some independence for routine projects/tasks but share accountability for the delivery of a product, service or information to meet customer needs.</p> <p>A.2.2. Judgment and problem solving: judgment and problem solving skills are required where there is a requirement for analysis of a number of options. Typical judgments may require variation of work priorities and approaches. Assistance may be readily available from other staff in the work area in solving problems.</p> <p>A.2.3. Specialist knowledge and skills: specialist knowledge in a number of skill areas relating to the more complex elements of specialist disciplines either through formal training programs or on-the-job training.</p> <p>A.2.4. Management skills: may provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures.</p> <p>A.2.5. Interpersonal skills: skills are required to communicate with employees in lower levels and the public often to request cooperation. Employees in this level are expected to write standard and non-standard reports and correspondence in their field of expertise.</p> <p>A.2.6. Qualifications and experience: positions require working knowledge and experience of all work procedures for the application of technical, administrative skills in the most complex areas of their job and suitable qualifications, which may include:  (a) advanced certificate, vocational or specialist training and/or extensive work experience to resolve technical problems  (b) appropriate in-house training or equivalent.</p>	<p><b>157-185</b></p>
<p><b>A.3. Level 3</b>  Level 3 covers more specialist operational, administrative and technical employees undertaking duties in excess of level 2;</p> <p>A.3.1. Authority and accountability: provides technical services to complete assignments or projects in consultation with other employees. May work with a team of employees requiring the review and approval of more complex elements of the work. Modify, enhance or redefine products/practice within policy and guidelines and certify the quality of work.</p> <p>A.3.2. Judgment and problem solving: problems require assessment of a range of options having some elements of complexity in reaching</p>	<p><b>186-254</b></p>



<p>decisions and making recommendations. Precedent is available from the employer’s internal sources, and assistance is usually available from other professionals and/or specialist technical employees in the work area.</p> <p>A.3.3. Specialist knowledge and skills: positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements which may not be clearly defined. Be able to adapt techniques, processes, guidelines and apply a degree of inventiveness to enhance efficiency, effectiveness and quality of outcomes to meet changing requirements.</p> <p>A.3.4. Management skills: employees at this level are not expected to perform management functions but may on occasions manage minor projects supervising employees in lower levels.</p> <p>A.3.5. Interpersonal skills: skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Actively convince others in the pursuit of the achievement of objectives rather than just seek cooperation. Employees may write reports in the field of their expertise and/or prepare external correspondence.</p> <p>A.3.6. Qualifications and experience: require an advanced certificate or diploma or specialist technical training combined with significant work experience</p>	
<p><b>A.4. Level 4</b></p> <p>Level 4 covers professionals/ technical positions that provide both advisory and project management responsibilities. The positions in level 4 generally have a key impact upon the day-to-day operations of a function, department or work area of the employer.</p> <p>A.4.1. Authority and accountability: provides a specialist service in the completion of work and/or projects which have elements of complexity. Have responsibility for managing the integration of tasks within an activity or sub discipline. Modify, enhance or redefine products/practice within policy and guidelines and certify the quality of work. Are fully and individually accountable for the advice provided to the 'end user' and or service delivery.</p> <p>A.4.2. Judgment and problem solving: positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision-making requires analysis of data to reach decisions and/or determine progress. Be able to adapt techniques, processes, guidelines and apply a degree of inventiveness to enhance efficiency, effectiveness and quality of outcomes to meet changing requirements.</p> <p>A.4.3. Specialist knowledge and skills: positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having some elements of complexity.</p> <p>A.4.4. Management skills: technical and professional employees at this level may manage projects involving people in lower levels and</p>	<p><b>255-310</b></p>

<p>other resources.</p> <p>A.4.5. Interpersonal skills: interpersonal skills in leading and motivating employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice. Be required to actively convince others in the pursuit of the achievement of objectives rather than just seek cooperation</p> <p>A.4.6. Qualifications and experience: employees at this level supplement professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job.</p>	
<p><b>A.5. Level 5</b></p> <p>Level 5 involves duties and responsibilities in excess of level 4 and typically involves key specialists in a specific field and the undertaking of a management function. Level 5 also covers experienced professionals.</p> <p>A.5.1. Authority and accountability: accountable for the effective management of major functions or projects within their area of expertise. Provides a professional advisory role to people within or outside the employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position's influence would have an important role in the overall performance of the particular business function. Be fully and individually accountable for the advice provided to the 'end user' and or service delivery and take a lead in assessing client service requirements.</p> <p>A.5.2. Judgment and problem solving: employees have a high level of independence and determine and/or oversee the framework for problem solving or set team plans. At this level, the position may represent management or the employer in the resolution of problems. Be required to develop/modify operational methods or specific operational policies, practices and standards or to develop research projects.</p> <p>A.5.3. Specialist knowledge and skills: positions require knowledge and skills to provide managerial direction and control of a key function of the company or major functions within a business unit. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues. Analyse a variety of alternatives to provide interpretative counsel and make recommendations which influence the delivery of major programs with significant implications for the company.</p> <p>A.5.4. Management skills: employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.</p> <p>A.5.5. Interpersonal skills: interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to</p>	<p><b>311-393</b></p>

<p>persuade, convince or negotiate with staff, clients, members of the public and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the employer and to liaise with external bodies.</p> <p>A.5.6. Qualifications and experience: employees will have a relevant degree or equivalent with extensive practical experience to undertake a professional, technical, administrative or managerial position</p>	
<p><b>A.6. Level 6</b></p> <p>Level 6 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives. This level includes senior managers who report to senior executive officers.</p> <p>A.6.1. Authority and accountability: makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a business function. May lead the development and/or implementation of policy. Be fully and individually accountable for the advice provided to the 'end user' and influence decisions related to delivery of services and how advice should be provided.</p> <p>A.6.2. Judgment and problem solving: resolution of problems, which requires analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues. Resolve frequent problems involving, conceptualisation, development of ideas, detailed analysis and development of action plans.</p> <p>A.6.3. Specialist knowledge and skills: positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent. Demonstrate proficiency in a specialised discipline, have managerial skills and many years of experience. Develop/modify operational methods or specific operational policies, practices and standards or develop research projects. Resolve frequent problems involving conceptualisation, development of ideas, detailed analysis and development of action plans</p> <p>A.6.4. Management skills: application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services. Lead and motivate others to cooperate in resolving conflicts over priorities, resources, management, administration, professional and/or technical decisions.</p> <p>A.6.5. Interpersonal skills: employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and</p>	<p><b>394-482</b></p>

<p>to resolve conflict.</p> <p>A.6.6. Qualifications and experience: employees require a relevant degree or post graduate qualifications or equivalent and significant management experience. Be a recognised reference point in relation to policy, precedent, best practice or lead the delivery of a service that is critical to the organisation.</p>	
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**SCHEDULE B**

**Annual Remuneration ranges for WVP Scores**

*Cross reference: Clause 19.1*

<b>WVP</b>	<b>2013/2014 Lower Range (Annual Remuneration)</b>	<b>2013/2014 Upper Range (Annual Remuneration)</b>
125	\$46,267	\$51,408
126	\$46,447	\$51,608
127	\$46,627	\$51,808
128	\$46,808	\$52,008
129	\$46,987	\$52,209
130	\$47,168	\$52,409
131	\$47,347	\$52,609
132	\$47,528	\$52,808
133	\$47,707	\$53,008
134	\$47,888	\$53,208
135	\$48,068	\$53,408
136	\$48,248	\$53,609
137	\$48,428	\$53,809
138	\$48,608	\$54,009
139	\$48,788	\$54,209
140	\$48,968	\$54,409
141	\$49,148	\$54,609
142	\$49,328	\$54,809
143	\$49,509	\$55,010
144	\$49,688	\$55,210
145	\$49,869	\$55,409
146	\$50,048	\$55,609
147	\$50,229	\$55,809
148	\$50,408	\$56,009
149	\$50,589	\$56,210
150	\$50,768	\$56,410
151	\$50,949	\$56,610
152	\$51,129	\$56,810
153	\$51,309	\$57,010
154	\$51,489	\$57,210
155	\$51,669	\$57,410
156	\$51,849	\$57,611

<b>WVP</b>	<b>2013/2014 Lower Range (Annual Remuneration)</b>	<b>2013/2014 Upper Range (Annual Remuneration)</b>
157	\$52,029	\$57,811
158	\$52,222	\$58,024
159	\$52,412	\$58,236
160	\$52,602	\$58,447
161	\$52,793	\$58,659
162	\$52,984	\$58,870
163	\$53,174	\$59,082
164	\$53,364	\$59,294
165	\$53,555	\$59,506
166	\$53,739	\$59,710
167	\$53,922	\$59,914
168	\$54,107	\$60,119
169	\$54,291	\$60,323
170	\$54,474	\$60,527
171	\$54,658	\$60,731
172	\$54,842	\$60,936
173	\$55,026	\$61,140
174	\$55,210	\$61,344
175	\$55,393	\$61,549
176	\$55,583	\$61,759
177	\$55,769	\$61,965
178	\$55,954	\$62,172
179	\$56,141	\$62,378
180	\$56,326	\$62,584
181	\$56,512	\$62,791
182	\$56,698	\$62,997
183	\$56,883	\$63,203
184	\$57,069	\$63,410
185	\$57,255	\$63,616
186	\$57,440	\$63,822
187	\$57,644	\$64,049
188	\$57,848	\$64,275
189	\$58,043	\$64,493
190	\$58,235	\$64,706
191	\$58,427	\$64,918
192	\$58,617	\$65,131
193	\$58,809	\$65,343
194	\$59,001	\$65,556

<b>WVP</b>	<b>2013/2014 Lower Range (Annual Remuneration)</b>	<b>2013/2014 Upper Range (Annual Remuneration)</b>
195	\$59,192	\$65,769
196	\$59,383	\$65,982
197	\$59,563	\$66,181
198	\$59,739	\$66,378
199	\$59,917	\$66,574
200	\$60,094	\$66,771
201	\$60,285	\$66,983
202	\$60,472	\$67,190
203	\$60,658	\$67,398
204	\$60,845	\$67,606
205	\$61,032	\$67,813
206	\$61,218	\$68,020
207	\$61,405	\$68,228
208	\$61,592	\$68,435
209	\$61,780	\$68,645
210	\$61,967	\$68,852
211	\$62,154	\$69,059
212	\$62,340	\$69,267
213	\$62,525	\$69,472
214	\$62,712	\$69,679
215	\$62,898	\$69,887
216	\$63,085	\$70,094
217	\$63,272	\$70,302
218	\$63,458	\$70,510
219	\$63,652	\$70,725
220	\$63,836	\$70,929
221	\$64,019	\$71,133
222	\$64,204	\$71,337
223	\$64,388	\$71,542
224	\$64,571	\$71,746
225	\$64,755	\$71,950
226	\$64,939	\$72,155
227	\$65,123	\$72,359
228	\$65,307	\$72,563
229	\$65,490	\$72,767
230	\$65,675	\$72,972
231	\$65,858	\$73,176
232	\$66,042	\$73,380

<b>WVP</b>	<b>2013/2014 Lower Range (Annual Remuneration)</b>	<b>2013/2014 Upper Range (Annual Remuneration)</b>
233	\$66,226	\$73,584
234	\$66,410	\$73,789
235	\$66,594	\$73,993
236	\$66,777	\$74,197
237	\$66,961	\$74,402
238	\$67,146	\$74,606
239	\$67,333	\$74,815
240	\$67,521	\$75,023
241	\$67,708	\$75,230
242	\$67,894	\$75,437
243	\$68,080	\$75,644
244	\$68,267	\$75,851
245	\$68,453	\$76,059
246	\$68,640	\$76,266
247	\$68,827	\$76,473
248	\$69,013	\$76,682
249	\$69,200	\$76,889
250	\$69,387	\$77,096
251	\$69,573	\$77,304
252	\$69,760	\$77,511
253	\$69,947	\$77,719
254	\$70,133	\$77,926
255	\$70,320	\$78,133
256	\$70,494	\$78,327
257	\$70,668	\$78,520
258	\$70,841	\$78,712
259	\$71,013	\$78,904
260	\$71,186	\$79,096
261	\$71,358	\$79,288
262	\$71,532	\$79,479
263	\$71,704	\$79,671
264	\$71,876	\$79,862
265	\$72,049	\$80,054
266	\$72,221	\$80,245
267	\$72,393	\$80,437
268	\$72,566	\$80,629
269	\$72,736	\$80,819
270	\$72,908	\$81,008



<b>WVP</b>	<b>2013/2014 Lower Range (Annual Remuneration)</b>	<b>2013/2014 Upper Range (Annual Remuneration)</b>
271	\$73,078	\$81,197
272	\$73,252	\$81,391
273	\$73,429	\$81,587
274	\$73,605	\$81,783
275	\$73,781	\$81,978
276	\$73,957	\$82,174
277	\$74,134	\$82,371
278	\$74,310	\$82,567
279	\$74,487	\$82,763
280	\$74,662	\$82,959
281	\$74,838	\$83,154
282	\$75,015	\$83,350
283	\$75,191	\$83,546
284	\$75,369	\$83,743
285	\$75,545	\$83,940
286	\$75,723	\$84,137
287	\$75,900	\$84,334
288	\$76,078	\$84,530
289	\$76,254	\$84,727
290	\$76,432	\$84,924
291	\$76,609	\$85,121
292	\$76,787	\$85,318
293	\$76,963	\$85,515
294	\$77,134	\$85,704
295	\$77,305	\$85,894
296	\$77,475	\$86,084
297	\$77,656	\$86,284
298	\$77,835	\$86,484
299	\$78,016	\$86,684
300	\$78,195	\$86,884
301	\$78,376	\$87,084
302	\$78,555	\$87,284
303	\$78,734	\$87,482
304	\$78,912	\$87,680
305	\$79,090	\$87,878
306	\$79,268	\$88,076
307	\$79,447	\$88,274
308	\$79,669	\$88,522

<b>WVP</b>	<b>2013/2014 Lower Range (Annual Remuneration)</b>	<b>2013/2014 Upper Range (Annual Remuneration)</b>
309	\$79,892	\$88,769
310	\$80,115	\$89,016
311	\$80,337	\$89,263
312	\$80,558	\$89,508
313	\$80,782	\$89,758
314	\$81,006	\$90,007
315	\$81,231	\$90,257
316	\$81,455	\$90,507
317	\$81,681	\$90,756
318	\$81,905	\$91,005
319	\$82,129	\$91,255
320	\$82,354	\$91,504
321	\$82,578	\$91,754
322	\$82,804	\$92,004
323	\$83,028	\$92,253
324	\$83,252	\$92,503
325	\$83,477	\$92,753
326	\$83,701	\$93,002
327	\$83,929	\$93,255
328	\$84,156	\$93,507
329	\$84,384	\$93,760
330	\$84,611	\$94,012
331	\$84,839	\$94,265
332	\$85,066	\$94,518
333	\$85,293	\$94,771
334	\$85,521	\$95,023
335	\$85,748	\$95,276
336	\$85,976	\$95,529
337	\$86,203	\$95,782
338	\$86,431	\$96,034
339	\$86,658	\$96,287
340	\$86,886	\$96,540
341	\$87,113	\$96,793
342	\$87,341	\$97,046
343	\$87,568	\$97,298
344	\$87,795	\$97,551
345	\$88,016	\$97,796
346	\$88,237	\$98,041

<b>WVP</b>	<b>2013/2014 Lower Range (Annual Remuneration)</b>	<b>2013/2014 Upper Range (Annual Remuneration)</b>
347	\$88,460	\$98,288
348	\$88,681	\$98,534
349	\$88,902	\$98,781
350	\$89,125	\$99,027
351	\$89,346	\$99,274
352	\$89,568	\$99,520
353	\$89,790	\$99,766
354	\$90,012	\$100,013
355	\$90,233	\$100,259
356	\$90,455	\$100,506
357	\$90,677	\$100,752
358	\$90,898	\$100,998
359	\$91,121	\$101,245
360	\$91,342	\$101,491
361	\$91,563	\$101,738
362	\$91,786	\$101,984
363	\$92,011	\$102,235
364	\$92,240	\$102,489
365	\$92,468	\$102,743
366	\$92,697	\$102,996
367	\$92,925	\$103,250
368	\$93,154	\$103,503
369	\$93,382	\$103,757
370	\$93,609	\$104,011
371	\$93,838	\$104,264
372	\$94,066	\$104,518
373	\$94,295	\$104,772
374	\$94,523	\$105,026
375	\$94,752	\$105,280
376	\$95,007	\$105,563
377	\$95,256	\$105,840
378	\$95,506	\$106,117
379	\$95,755	\$106,394
380	\$96,003	\$106,671
381	\$96,253	\$106,948
382	\$96,502	\$107,224
383	\$96,751	\$107,502
384	\$97,001	\$107,778

<b>WVP</b>	<b>2013/2014 Lower Range (Annual Remuneration)</b>	<b>2013/2014 Upper Range (Annual Remuneration)</b>
385	\$97,250	\$108,056
386	\$97,500	\$108,332
387	\$97,749	\$108,610
388	\$97,998	\$108,886
389	\$98,247	\$109,163
390	\$98,496	\$109,440
391	\$98,745	\$109,717
392	\$98,995	\$109,994
393	\$99,244	\$110,271
394	\$99,557	\$110,619
395	\$99,818	\$110,909
396	\$100,079	\$111,199
397	\$100,340	\$111,489
398	\$100,602	\$111,780
399	\$100,863	\$112,069
400	\$101,124	\$112,360
401	\$101,385	\$112,650
402	\$101,646	\$112,940
403	\$101,907	\$113,230
404	\$102,168	\$113,520
405	\$102,429	\$113,811
406	\$102,691	\$114,100
407	\$102,952	\$114,391
408	\$103,213	\$114,681
409	\$103,474	\$114,971
410	\$103,735	\$115,261
411	\$103,996	\$115,552
412	\$104,257	\$115,841
413	\$104,522	\$116,136
414	\$104,786	\$116,429
415	\$105,050	\$116,722
416	\$105,313	\$117,014
417	\$105,576	\$117,307
418	\$105,839	\$117,599
419	\$106,102	\$117,892
420	\$106,367	\$118,184
421	\$106,630	\$118,477
422	\$106,893	\$118,770

<b>WVP</b>	<b>2013/2014 Lower Range (Annual Remuneration)</b>	<b>2013/2014 Upper Range (Annual Remuneration)</b>
423	\$107,156	\$119,063
424	\$107,419	\$119,355
425	\$107,683	\$119,648
426	\$107,947	\$119,941
427	\$108,210	\$120,233
428	\$108,473	\$120,525
429	\$108,736	\$120,818
430	\$109,000	\$121,111
431	\$109,261	\$121,401
432	\$109,525	\$121,694
433	\$109,788	\$121,987
434	\$110,052	\$122,280
435	\$110,315	\$122,572
436	\$110,578	\$122,864
437	\$110,841	\$123,157
438	\$111,105	\$123,450
439	\$111,368	\$123,742
440	\$111,632	\$124,035
441	\$111,895	\$124,328
442	\$112,158	\$124,621
443	\$112,421	\$124,913
444	\$112,685	\$125,205
445	\$112,949	\$125,498
446	\$113,212	\$125,790
447	\$113,475	\$126,083
448	\$113,738	\$126,376
449	\$114,001	\$126,669
450	\$114,266	\$126,961

**SCHEDULE C**

**Grandfathered travel pattern allowance**

*Cross reference: Clause 42 in each separate work group*

- C1. It is recognised that, historically, some Employees have had an entitlement to an allowance for travel between their home and place of work where they use their own vehicle.
- C2. Previous workplace arrangement provided for the grandfathering of such enhanced entitlements on particular terms.
- C3. This Schedule C now deals exclusively and exhaustively with such arrangements for the duration of this Agreement.
- C4. Employees who will continue to have this entitlement for the duration of this Agreement must:
- (a) have at any stage previously received payment of the allowance;
  - (b) have been employed before 1 July 2002;
  - (c) use their own vehicle for travel between home and their place of work;
  - (d) not relocate their place of residence (in order to obtain the allowance);
  - (e) be in Group B; and
  - (e) meet the criteria for the allowance as set out in C5 below.
- C5. The rate of the allowance is as follows:
- (a) 3-10km \$3.30 per day
  - (b) 10-20km \$6.90 per day

**SCHEDULE D**

**Grandfathered full time ordinary hours**

*Cross reference: Clause 16.2*

- D1. It is recognised that, historically, some full-time Employees have had an entitlement to work 35 ordinary hours per week rather than 38.
- D2. Previous workplace arrangements provided for the grandfathering of such arrangements on particular terms.
- D3. This Schedule D now deals exclusively and exhaustively with such arrangements for the duration of this Agreement.
- D4. Employees with this entitlement were employed before 1 July 2002 who have not already elected to transition to a standard 38 hour week. They will continue to be entitled to work only 35 ordinary hours per week (averaged over a 4 week period) subject to the following conditions:
- (a) the Employee's Annual Remuneration shall be paid on pro rata basis reflecting these hours for the purposes of the Agreement. To avoid any doubt, this means that the Employee's Base Salary shall be 35/38ths of the Base Salary of an Employee with an identical Annual Remuneration but who works the standard 38 ordinary hours per week; and
  - (b) the Employee may elect, at any time, to transition to a 38 hour week (with a correspondence increase in Base Salary). Such an election is permanent, and must be formalised in writing including – if necessary – the execution of a formal variation to any employment contract.

**SCHEDULE E**

**Grandfathered annual leave entitlement**

*Cross reference: Clause 33.2 in each separate work group*

- E1. It is recognised that, historically, some Employees have had an entitlement to accrue five weeks' annual leave for each year of service.
- E2. Previous workplace arrangements provided for the grandfathering of such enhance entitlements on particular terms.
- E3. This Schedule E now deals exclusively and exhaustively with such arrangements for the duration of this Agreement.
- E4. Employees with this entitlement were employed before 1st July 2002 who have not already elected to transition to a four-week annual leave arrangement, are entitled to five weeks' paid annual leave per year of service subject to the following conditions:
- (a) the monetary value of the fifth, additional, week of leave shall constitute part of the Employee's Annual Remuneration for the purposes of the Agreement. To avoid any doubt, this means that the Employee's Base Salary shall be 51/52ths of the Base Salary of an Employee with an identical Annual Remuneration but a four-week leave entitlement; and
  - (b) the Employee may elect, at any time, to transition to a four-week annual leave arrangement (with a corresponding increase in Base Salary). Such an election is permanent, and must be formalised in writing including – if necessary – the execution of a formal variation to any employment contract.
- E5. This Schedule E does not in any way refer to the entitlement to seven additional days of annual leave arising under Clause 33C.3.



**SCHEDULE F**

**Grandfathered personal / carer's (sick) leave entitlement**

*Cross reference: Clause 34.2 in each separate work group*

- F1. It is recognised that, historically, some Employees had an entitlement to accrue 15 days' personal / carer's (sick) leave for each year of service.
- F2. Previous workplace arrangements provided for the grandfathering of such enhance entitlements on particular terms.
- F3. This Schedule F now deals exclusively and exhaustively with such arrangements for the duration of this Agreement.
- F4. Employees who will continue to have this entitlement for the duration of this Agreement:
- (a) must have been employed with MI before 1 July 2002;
  - (b) must have already had an existing entitlement to accrue 15 days' personal / carer's (sick) per year at the commencement of this Agreement (that is, they must not have already accepted a role with a 10 day personal / carer's (sick) leave entitlement);
  - (c) must not have been employed in the current equivalent of Group B on 30 June 2002.

**SCHEDULE G**

**Enhanced long service leave entitlement**

*Cross reference: Clause 38 in each separate work group*

- G1. It is recognised that those Employees employed by MI while the Murrumbidgee Irrigation Limited Workplace Agreement 2008 was in force (pursuant to Clause 23 of that agreement) had long service leave entitlements which were more beneficial than those arising under the Long Service Leave Act pursuant.
- G2. Those Employees (but not Employees who are first employed by MI after the commencement of this Agreement) will continue to be entitled to these more beneficial entitlements. They shall also have an entitlement to the additional benefit set out in G3 below. For ease of reference, Clause 23 of the Murrumbidgee Irrigation Limited Workplace Agreement 2008 is extracted below.

**23.1 Accrual**

- 23.1.1 *Long service leave will be covered by the NSW Long Service Leave Act 1955 and the following provisions.*
- 23.1.2 *Accrued or accumulated long service leave up to the date of commencement of this Agreement shall be credited to the employee's entitlements.*
- 23.1.3 *Long service leave shall be calculated on a nominal working day basis irrespective of the number of days normally worked per week.*
- 23.1.4 *In accordance with the Act the Company may exercise the right as soon as is practicable following consultation with the affected employees to specify when the accrued long service leave will be taken by providing a least one month's notice of the date from which it is proposed that the employee's long service leave shall be given and taken.*
- 23.1.5 *For the purpose of long service leave, public holidays occurring during or at the end of a period of leave are to be treated as ordinary working days and are to be debited as long service leave.*
- 23.1.6 *Long Service Leave shall accrue in any period of approved leave without pay not exceeding an aggregate of 5 working days in any leave year.*
- 23.1.7 *On completion of 10 years service, employees shall be entitled to 44 working days leave. On completion of each year of service*

*in excess of 10 years, employees shall be entitled to a further proportionate amount of leave calculated on the basis of 11 working days leave for each year of service in excess of 10 years.*

23.1.8 *Where the services of an employee who has had at least 5 years service but less than 10 years service is terminated by the Company for any reason other than the employee's wilful misconduct, they shall be entitled for 5 years service to 22 working days leave and for service after 5 years to a further proportionate amount of leave calculated on the basis of 4.4 working days leave for each year of service in excess of 5 years up to 10 years service.*

23.1.9 *Where an employee who has at least 5 years service but less than 10 years service resigns on account of illness, incapacity or domestic or other pressing necessity (which shall be substantiated by the employee), they shall be entitled for 5 years service to 22 working days leave and for service after 5 years to a further proportionate amount of leave calculated on the basis of 4.4 working days leave for each year of service in excess of 5 years up to 10 years service.*

**23.2 Service**

23.2.1 *Any period of full time service with the Company or its predecessors shall count as service for the accrual of long service leave. Periods of part-time service shall count proportionally.*

23.2.2 *Employees who complete 10 years service and take a period of leave without pay not exceeding six months shall have the time taken count for the accrual of long service leave.*

G3. *Where a public holiday falls within a period of long services leave, the period of leave shall be extended by one day for each public holiday that occurs.*

Signed for and on behalf of **The Australian Workers' Union**

This 19<sup>th</sup> March 2014



-----  
**Signature of Representative**

**Name of Representative**

Russell Kerry Collison

**Position of Representative**

Greater New South Wales Branch Secretary

**Witness**

The signature was witnessed by:



-----  
**Signed**

**Name in full**

Graeme Robert Beard.....

of

16-20 Good Street GRANVILLE NSW 2142

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## Murrumbidgee Irrigation Limited Workplace Agreement 2014

This Memorandum reflects an agreement between the named Parties as set out.

**BETWEEN:** Murrumbidgee Irrigation of Research Station Road, Griffith in the State of New South Wales ("Company").

**AND:** The Murrumbidgee Irrigation Consultative Committee

**AND:** Australian Workers' Union New South Wales of 16-20 Good St Granville NSW 2142 ("AWU")

**AND:** Public Service Association New South Wales, Suite 2, 27 Forsyth Street, Wagga Wagga NSW 2650 ("PSA")

### **Whereas:**

- A. The Parties negotiated an Enterprise Agreement known as Murrumbidgee Irrigation Limited Workplace Agreement 2014
- B. The Company has filed the settled Agreement with the Fair Work Australia.
- C. The Parties have agreed to apply all the terms and conditions of the 2014 Agreement on the following terms.

**EXECUTED as a Agreement**

**SIGNED FOR AND ON BEHALF of  
MURRUMBIDGEE IRRIGATION**  
in the presence of



.....  
(signature)



.....  
(signature of witness)

*Aliechamaree Stephens*

.....  
(name of witness in full)

**SIGNED FOR AND ON BEHALF of  
MURRUMBIDGEE IRRIGATION  
CONSULTATIVE COMMITTEE**  
in the presence of

.....  
(signature)

.....  
(signature of witness)

.....  
(name of witness in full)

**SIGNED FOR AND ON BEHALF of  
Australian Workers' Union New South Wales**  
in the presence of

.....  
(signature)

.....  
(signature of witness)

.....  
(name of witness in full)

**SIGNED FOR AND ON BEHALF of  
Public Service Association**  
in the presence of

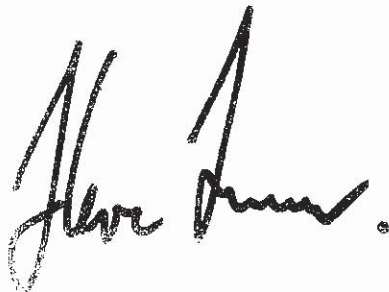
.....  
(signature)

.....  
(signature of witness)

.....  
(name of witness in full)

MURRUMBIDGEE IRRIGATION LIMITED WORKPLACE AGREEMENT 2014

SIGNATORIES (continued)



Steve Turner, Assistant General Secretary

For and on behalf of the Public Service  
Association and Professional Officers  
Association Amalgamated Union of  
New South Wales

Date: 19.3.14



Steve Turner, Assistant Secretary

For and on behalf of the Community &  
Public Sector Union – SPSF Group  
NSW Branch

Date: 19.3.14