



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Murrumbidgee Irrigation Limited
(AG2018/3149)

MURRUMBIDGEE IRRIGATION LIMITED WORKPLACE AGREEMENT 2018

Water, sewerage and drainage services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 7 DECEMBER 2018

Application for approval of the Murrumbidgee Irrigation Limited Workplace Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Murrumbidgee Irrigation Limited Workplace Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Murrumbidgee Irrigation Limited. The agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Community and Public Sector Union and The Australian Workers' Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisations.

[6] The Agreement was approved on 7 December 2018 and, in accordance with s.54, will operate from 14 December 2018. The nominal expiry date of the Agreement is 7 December 2022.



DEPUTY PRESIDENT

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Annexure A

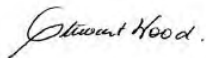
Undertakings by Murrumbidgee Irrigation Limited

These undertakings are given in respect of the *Murrumbidgee Irrigation Limited Workplace Agreement 2018* (**Agreement**) in the matter of AG2018/3149 and pursuant to section 190 of the *Fair Work Act 2009* (**the Act**)

Murrumbidgee Irrigation Limited undertakes that:

1. In event the span of ordinary hours is altered pursuant to clause 26.3(c)(i)(a) of the Agreement, employees classified at level 1 of Agreement will be entitled to the applicable overtime rate for any hours worked between 8:00pm and 9:00pm.
2. The minimum rates of pay for school-based apprentices, juniors, trainees and employees classified at level 1 in the Agreement will be at least 5% above the minimum award base rate of pay applicable for their equivalent award classification.

Dated this 4th day of December 2018



Signed for and on behalf of Murrumbidgee Irrigation Limited

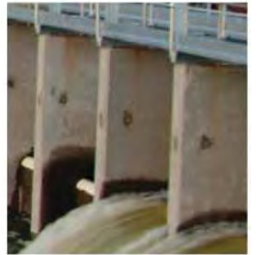
Name: Mr. Stewart Wood
Position: Human Resources Manager

Note - the model consultation term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.



Murrumbidgee Irrigation

Workplace Agreement 2018



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ARRANGEMENT

1. Title

This enterprise agreement is known as the Murrumbidgee Irrigation Limited Workplace Agreement 2018 (Agreement).

2. Application

2.1 This Agreement applies to:

- (a) Murrumbidgee Irrigation Ltd (**MI**); and
- (b) All employees of MI except for employees employed in Senior Management, Executive Manager positions, and the Legal Department, (**Employees**); and
- (c) The employee organisation that was a bargaining representative for the Agreement, provided it has advised the Fair Work Commission (**FWC**) that it wishes to be covered by the Agreement, in accordance with s.183 of the *Fair Work Act 2009* (**the Act**).

2.2 For the avoidance of doubt, a Senior Management employee means a member of the leadership team and Managers of a functional business area.

2.3 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.

3. Period of operation

3.1 This Agreement will commence seven (7) days after it is approved by the FWC, and will remain in force until the Nominal Expiry Date (**NED**), which is four (4) years after the day on which the FWC approves the Agreement.

3.2 This Agreement will continue to operate after the NED until it is terminated or replaced in accordance with Division 7 of the *Fair Work Act 2009* (**the Act**).

4. Objectives of this Agreement

4.1 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 and supports initiatives aimed at continually improving safety for our staff;
- (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.

5. Relationship with Award

This Agreement replaces the *Murrumbidgee Irrigation Limited Workplace Agreement 2014* and operates to the exclusion of any industrial instrument that, but for this Agreement, might otherwise apply to the Employees.

6. Definitions

The following definitions will apply throughout this Agreement:

- **Act** means the *Fair Work Act 2009 (Cth)*, as amended from time to time.
- **Additional Entitlements** means the monetary entitlements set out in Clause 20.4
- **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 30.6 in each separate work group).
- **Award** means the *Water Industry Award 2010*.
- **Call-Back** means when an Employee who is "On-Call" and is requested to return to duty for planned or possible emergency and/or system interruption work as set out in Clause 28.4.
- **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 28.5.
- **CPI** means the *All Groups* (also known as "headline") *Consumer Price Index* published by the Australian Bureau of Statistics.
- **Cth** means "Commonwealth."
- **Employees** means employees of MI except for employees employed in Senior Management, Executive Managers positions, and the Legal Department.
- **Engagement Letter** has the meaning set out in Clause 7.
- **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 6, all references throughout this Agreement to an "Executive Manager" will be read as "Executive Manager or any person to whom they have delegated their authority".
- **Garden Leave** is an arrangement where an Employee is directed by MI not to attend the workplace and/or not to perform any work duties during all or part of the Employee's termination notice period. Employees on Garden Leave remain employed by MI, and are otherwise expected to meet their obligations to MI, aside from the requirement to work. Employees on Garden Leave will continue to be paid by MI during this period 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 upon the request of MI.
- **Individual Flexibility Arrangement (IFA)** is an agreement to an arrangement (an individual flexibility arrangement) varying the effect of the agreement in relation to the employee and the employer varying the effect of terms of the Agreement in relation to the employee and the employer, in order to meet the genuine needs of the employee and employer and complies with s.203 of the *Fair Work Act 2009*.
- **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 42.2.
- **Mercer System** means the Mercer CED Job Evaluation system described in Clause 19.
- **National Employment Standards (NES)** means the provisions set out in sections 59 to 131 of the Act.
- **Off Roster** means when a Group C Employee is not On Roster.

- **On-Call** means being available to attend work, as part of a pre-arrangement between MI with the Employee(s), in the event of an emergency and/or system interruption as set out in Clause 28.
- **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 21 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 13 or a Casual Employee as described in Clause 14.
- **Serious Misconduct** is defined under reg. 1.07(2) of the *Fair Work Regulations 2009* and includes both of the following:
 - (a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment; and
 - (b) conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability or profitability of the employer's business.
- **Shift Loading** means a 20 per cent shift loading calculated on Base Salary, payable to Employees in Group C only.
- **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 Leader** means an employee's direct line manager.
- **Union** means an employee organisation as defined by the Act.
- **WVP** means Work Value Points assigned under the Mercer System as described in Clause 19.
- **WVP Score** means the WVP score of a position assigned under the Mercer System as described in Clause 19.
- **4 Week Period** means any 4 consecutive weeks aligned to MI's pay cycle.

ENGAGEMENT AND TERMINATION

7. Engagement

- 7.1 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 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.
- 7.2 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.

8. Position and Duties

- 8.1 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.
- 8.2 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 20.4(b); and Employees whose position is no longer required is captured in Clause 17); and
 - (c) Being provided reasonable notice depending on the specific factual circumstances and the operational and workforce requirements of the business.
- 8.3 Clause 8.2 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 17; or
 - (b) Transition to part-time work at their request, which is dealt with exclusively by Clause 12.3.

9. Location

9.1 Generally

- (a) MI presently has operations across the MIA, including in and around Griffith and Leeton, but may relocate or expand its operations into other locations;
- (b) Employees may therefore be required to work at such locations, in addition to or instead of their Home Base.

9.2 Home Base

- (a) MI will advise Employees of their Home Base location which will be either:
 - (i) The Griffith or Leeton Office or
 - (ii) Both the Griffith and 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 as home base 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. If the change is permanent, the consultation provisions (in relation to major change) will apply.
- (d) Travel time will count as time worked in circumstances when:
 - (i) An Employee is required to travel from and to their Home base from another location; and
 - (ii) An Employee travels from their residence to another location (based on an estimation of the time it would ordinarily take to travel from the Home Base to the new location).
- (e) For those applicable Employees employed in Group B, Clause 24.1 will apply.

10. Group

- 10.1 All Employees will be allocated into one of three Groups (either Group A, B or C) by MI.
- 10.2 An Employee's Group determines how some of the provisions of this Agreement applies to them. For instance, it will determine the:
 - (a) Work Pattern arrangements under Clause 26.3;
 - (b) Break arrangement under Clause 29;
 - (c) The Overtime arrangement under Clause 27;
 - (d) The applicability of the additional remuneration entitlements under Clause 20.4; and
 - (e) Whether additional conditions regarding annual leave are applicable under Clause 30.
- 10.3 An Employee will be notified of their Group in their Engagement Letter and all Updated Engagement Letters;
 - (a) 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;
 - (b) 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 42.2.

11. Full-time employment

- (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 continuous 16 week period ('Ordinary Hours') effective from the first full pay period in July each year.

12. Part-time employment

- 12.1 A part-time employee is an Employee who:
- (a) Is engaged to work a set number of less than 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) Will be engaged for a minimum of four hours on any day; and
 - (c) Receives equivalent pay and conditions to those of full-time employees who do the same kind of work (on a pro rata basis).
- 12.2 MI will notify the employee, when first engaged, of their ordinary hours. Such hours may be varied by agreement between MI and the Employee.
- 12.3 A full-time employee may transition to a permanent or temporary part-time status provided that:
- (a) The Employee makes an application in writing and submits it to their Team Leader;
 - (b) Having assessed the application on its merits and having regard to MI's operational requirements, MI has the ability to accommodate the request.
- 12.4 The Annual remuneration for a transitioning employee will be a pro-rata of the full-time equivalent rate;
- 12.5 Reverting back to a full-time position from a permanent part-time position, is subject to MI's approval.

13. Fixed-term employment

- 13.1 A fixed-term employee is an Employee who is employed on either a full-time or part-time basis for a fixed period of time or for a specific project of finite duration, as set out in the Employee's Letter of Engagement.
- 13.2 A fixed-term employee has the same entitlements as an equivalent permanent employee, save for the entitlement to notice of termination (Clause 16.5(b) and severance (Clause 17).

14. Casual employment

- 14.1 A casual employee is an Employee who is engaged and paid as such, and is not a part-time or full-time employee.
- 14.2 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.
- 14.3 A casual employee will be engaged for a minimum of four hours on any day. A casual employee has the right to refuse ongoing work if the minimum hours are unreasonable.
- 14.4 Casual employees will be paid:
- (a) 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
 - (b) An additional casual loading of 25% of the amounts referred to in Clause 14.4(a) above, as compensation in lieu of paid leave under this Agreement and the NES.
- 14.5 A casual employee has no entitlement to paid leave under this Agreement (but may be entitled to paid leave under applicable legislation).

15. Apprentices

- 15.1 Employees who are apprentices will be paid the following percentage of Annual Remuneration for the applicable WVP score for the relevant tradesperson:

Four year apprentices

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

Three year apprentices

Year	%
1st year	45
2nd year	70
3rd year	90

15.2 **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.

15.3 **School-based apprentices**

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

15.4 **Juniors and Trainees**

Juniors will be paid in accordance with Clause 15 (Junior rates) and 14 (Minimum wages) of the Award, as amended from time to time.

Trainees will be paid in accordance with Clause 18 of the Award, as amended from time to time.

16. Disciplinary and Termination of employment

16.1 **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.

16.2 **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.

16.3 **Informal Procedure**

- (a) The purpose of counselling is to address, wherever possible, issues when they arise before they become more serious. The Team Leader 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 Leader should always keep an open mind until the employee's perspective in relation to an issue has been heard.
- (c) The Team Leader 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 Leader and employee cannot agree to a mutually acceptable work plan, the Team Leader 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.

16.4 **Formal Procedure**

If a formal procedure is required employees can expect MI to issue formal warnings in accordance with the procedure below.

16.4.1 **Step 1 - First Warning**

- (a) The Team Leader will conduct a formal counselling session and the employee will be clearly informed that this is a first formal warning as part of the MI'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.
- (b) 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 will focus discussion on these points and will not be drawn into side or unrelated issues.
- (c) 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.
- (d) The Team Leader 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 Leader will consult with their next tier of management to adopt a fair and reasonable work plan following consultation with the employee.

- (e) A 'Record of First Warning', summarising the key points discussed during the session, will be drawn up by the Team Leader and given to the Human Resources. The employee will be given a copy of the 'Record of First Warning'. This record will 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 will be applied.

16.4.2 Step 2 – Second Written Warning

The second written warning will be given in the presence of the employee's Team Leader, HR and employee representative. The same procedural fairness process as described in Clause 16.4.1 will apply.

- (a) The Team Leader 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.
- (b) 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 Leader will consult with their next tier of management to adopt a fair and reasonable work plan following consultation with the employee.
- (c) 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 will 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 will be applied.

16.4.3 Step 3 – First and Final Written Warning or Final Written Warning

- (a) In cases of misconduct which is of a serious nature, MI can truncate the warning procedure (as outlined above) and issue the employee with a First and Final Written Warning. Where significant factors exist, a First and Final Written Warning may be considered the most appropriate disciplinary action as an alternative to termination of employment.
- (b) In issuing a First and Final Written Warning, MI will have regard to the following:
 - (i) The employee's conduct;
 - (ii) The effect of the conduct on MI operations; including other employees' and its reputation;
 - (iii) MI's policies and procedures;
 - (iv) The standards of conduct expected of its employees;
 - (v) The employee's response to MI's concerns; and
 - (vi) Any mitigating factors.

16.4.4 Final Written Warning

- (a) A Final Written Warning will be issued where a second warning has been issued at Step 2, and:
 - (i) MI identifies further issues with the employee's conduct; and/or
 - (ii) The employee has not improved in relation to the conduct which was the subject of the second warning.

16.4.5 Process for issuing First and Final Written Warning or Final Written Warning

- (a) The Executive Manager or as delegated in the presence of the Team Leader, HR and employee representative will discuss the situation with the employee. The same procedural fairness process as described in Clause 16.4.1 will apply.

- (b) 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.
- (c) Again, the Team Leader 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 Leader 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.
- (d) A completed 'Final Written Warning Report' or 'First and 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.
- (e) The completed 'Final Written Warning Report' or 'First and 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 employee may be dismissed. A copy will be given to the employee.

16.4.6 Step 4 - Dismissal

- (a) 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.
- (b) The Executive Manager in the presence of the Team Leader, HR and employee representative discuss the situation with the employee. The facts are to be clearly stated.
- (c) A completed 'Final Written Warning 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.
- (d) The completed 'Final Written Warning Report' is to be given to the Human Resources for filing.

16.5 Termination of employment by MI:

- (a) MI 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.

(b) Termination on notice:

- (i) 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 will be provided with a minimum of five weeks' notice;
- (ii) An Employee may terminate their employment by providing MI a minimum of four weeks' notice in writing;
- (iii) 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 subclause 16.5(b)(i) or (ii);
- (iv) MI may, in its discretion, place the Employee on Garden Leave for part or all of the notice period; and
- (v) The notice periods referred to in Clauses 16.5(b)(i) and (ii) may also be amended by agreement in writing by MI and the Employee at or after the time such notice is given provided that the Employee will receive no less than the requisite notice of termination prescribed by s.117(3) of the Act.
- (c) Clause (b) does not apply to casual Employees.
- (d) 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.

(e) Suspension

- (i) 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.
- (ii) Clause 16.5(b)(iv) will apply in the case of Clause 16.5(e)(i).

(f) Termination of employment for serious misconduct

- (i) Notwithstanding Clause 16.5(b), MI will have the right to dismiss any employee without notice for serious misconduct which includes, but is not limited to, conduct which amounts to:
 - a. Gross neglect of duty;
 - b. Non-observance of safety regulations and policies;
 - c. Threatening or violent behaviour; or
 - d. Fraud or theft of property.
- (ii) And in such cases remuneration shall be paid up to the time of dismissal only.

17. Redundancy

17.1 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.

17.2 Consultation

Events giving rise to the redundancy of a position, or potential redundancy, may involve a Major Change for the purposes of Clause 42.2. If so, MI will comply with the consultation procedures set out in Clause 42.2.

17.3 Redundancy

- (a) Notwithstanding any obligations to consult, if MI has determined that an Employee's position is to be made redundant, it will 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 employment services and information sources available to the Employee.
- (b) The written notice referred to in Clause 17.3(a) will constitute the provision of notice of termination in the event the Employee is not ultimately redeployed. This period of notice will also be the 'Redeployment Period' for the purposes of this Clause 17. For the purposes of this Clause 17.3(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 will 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.

- (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) In the case where the redundancy is imposed by the Company and not part of a voluntary redundancy process, the Employee may take reasonable time off to attend job interviews at times mutually agreed with MI. Such time off will be paid.
 - (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.

17.4 **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 16.5(b)(i), the Employee shall receive payment of the balance of their notice period in lieu.
- (c) Subject to Clause 17.3(f), on retrenchment an Employee will 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, provided that where an employee has completed at least 1 year but less than 2 years continuous service they will be paid 4 weeks Annual Remuneration.
- (d) In the case where the redundancy is imposed by the Company and not part of a voluntary redundancy process, MI will organise a medical assessment for the Employee involving hearing and lungs only. Such an assessment will be at the Company's expense.

18. **Abandonment of employment**

- 18.1 The absence of an Employee from work for a continuous period of five working days, without the consent of or notification to MI, will be prima facie evidence that the Employee has abandoned their employment.
- 18.2 The Employee will 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 will be deemed to have abandoned their employment. In such circumstances, their date of termination will be their last day of attendance.

WAGES AND RELATED MATTERS

19. Work Value Point Scores

- 19.1 The Mercer CED Job Evaluation system (Mercer System) is used for evaluating the work value of all positions of Employees in this Agreement.
- 19.2 For the purposes of this Agreement, MI utilises the July 2017 version of the Mercer System in place throughout the duration of this Agreement.
- 19.3 **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).
 - (f) 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:
 - (i) Summarises different ranges of WVP scores;
 - (ii) Describes the features a role within that score range will generally have; and
 - (iii) Is provided to Employees for illustrative purposes only.
 - (g) 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.
 - (h) However, positions falling within each of the classification levels under the Award will have the following guaranteed minimum WVP Scores under this Agreement:

Award classification	Guaranteed minimum WVP Score
Level 1	100
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

- (i) 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.

19.4 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, "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.
- (f) 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.
- (g) In the event of a dispute about the appropriateness of an Employee's WVP score:
 - (i) The dispute resolution process in Clause 41 will be utilised; and
 - (ii) 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.
- (h) Notwithstanding clause 19.4 (a) to (g), if an employee's position is assessed to be at a higher WVP score or they change position which has a higher WVP score, the employee's new base salary will not be lower than their previous base salary regardless of their competency rating for the new WVP score.

20. Remuneration

20.1 Annual Remuneration

- (a) As a minimum, Employees will 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) Other than the circumstance provided for in clause 19.4 (h), 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) At any point in time in which their Annual Remuneration, or its component parts, change.
- (d) Supported wage system: **Schedule D** of the Award (as amended from time to time) will apply to Employees who, because of the effects of a disability are eligible for a supported wage under Schedule F of the Award.
- (e) National training wage: **Schedule E** of the Award (as amended from time to time) will apply to Employees undertaking a traineeship.

- 20.2 In the event of an overpayment, MI will consult with the Employee regarding a re-payment plan.

20.3 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 upon agreement from the Employee.

20.4 **Additional Entitlements**

Employees will be paid the entitlements set out in this Clause 20.4 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 26.3 in each separate work group will have no effect.
- (iii) If an Employee works a Night Shift, they will 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 to shift loading or allowances (under Clause 24.2).

(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 will be deemed to be the lowest end of the range for that WVP Score in Schedule B unless otherwise approved;
- (iii) To avoid any doubt, the amount paid to an employee in a higher duties position will not be lower than their substantive base salary regardless of their competency rating for the relief position as outlined in clause 20.4(b)(ii).
- (iv) 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 27.

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

Any payments arising under Clause 28.

21. Annual Remuneration Increases

21.1 On the first full pay period in July 2018, 2019, 2020 and 2021, the Annual Remuneration ranges in Schedule B shall be increased by 2% 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.

21.2 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.

21.3 For each increase on the first full pay period in 2018, 2019, 2020 and 2021, referred to in Clause 21.1 above, each Employee's specific level of Annual Remuneration will increase by no less than the percentage change calculated in accordance with Clause 21.1 above.

- 21.4 On the first full pay period in July 2018, 2019, 2020 and 2021, the allowances referred to in Clause 24 in each separate work group will increase by the percentage change calculated in accordance with Clause 21.1 above.

22. Payment of wages

Employees will 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.

23. Superannuation

MI will pay all Superannuation Contributions to an approved scheme that is authorised to offer a MySuper product unless an alternative fund is nominated by an Employee, in accordance with law.

24. Allowances

24.1 For Group B Employees, in relation to travel allowance:

- (a) Employees 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, will 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:
 - (i) Travel time must be reasonable;
 - (ii) The allowance will not be paid for the first 15 minutes of any such travel time; and
 - (iii) Such allowance will be paid in 15 minute intervals to the nearest 15 minutes.
- (b) 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.

24.2 For Group C Employees, in relation to shift loading, employees will receive a 20 per cent shift loading. The loading is calculated on Base Salary. This loading will be identified separately to their Base Salary.

25. Miscellaneous provisions

25.1 Qualifications and Licences

- (a) 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.
- (b) If an Employee does not hold the appropriate current qualification or licence, they are strictly forbidden from participating in activities that require such qualification or licence. Further, if a fundamental part of an Employee's position is to hold a qualification or licence, a loss or suspension of that qualification or licence may result in termination of employment.

25.2 Outside Employment

- (a) For the duration of their employment with MI, Employees are encouraged to declare if they are engaged in outside employment, if they:
 - (i) Engage in any business on their own behalf; or
 - (ii) Engage in any employment or provide any paid services to any person or entity other than MI.
- (b) 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 MI's resources.

HOURS OF WORK AND RELATED MATTERS

26. Ordinary hours of work and work patterns

26.1 Ordinary Hours

- (a) Employees are required to work the Ordinary Hours set out in Clause 26.1 as determined by their employment type and Engagement Letter (or Updated Engagement Letter).
- (b) Such Ordinary Hours are averaged over:
 - (i) For Group A and Group B employees: a 4 week period, meaning that Employees may work more or less than the number stipulated in any given week; and
 - (ii) For Group C employees: a 16 week period, meaning that Employees may work more or less than the number stipulated in any given week.

26.2 Reasonable Additional Hours

- (a) With consideration given to Clause 26.2 (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(3) 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.

26.3 Work Patterns

- (a) **For all Employees:**

The particular arrangements by which an Employee performs their Ordinary Hours will be their 'Work Pattern.'
- (b) **For Group C Employees:**

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) All Employees must perform their Ordinary Hours:
 - (i) For Group A employees:
 - a. 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);
 - b. On weekdays; and
 - c. Up to a maximum of 10 hours on any one day (excluding unpaid meal breaks) and
 - (ii) For Group B employees: between 6:00am to 6:00pm; and
 - (iii) For Group C employees, while 'On Roster:'

- a. Pursuant to a 28 day roster cycle with 19 ordinary rostered work days each cycle, including weekdays, weekends and Public Holidays;
 - b. 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);
 - c. Up to a maximum of 12 hours on any day;
 - d. On a maximum of 9 ordinary rostered days in a row;
 - e. Pursuant to a roster issued by MI two weeks in advance of the roster commencing and ending;
 - f. 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.
- (iv) **For Group C Employees, while on 'Off Roster':** 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); and on weekdays, and up to a maximum of 10 hours on any one day (excluding unpaid meal breaks).

26.4 Varying the work pattern

- (a) **For Group A Employees:** Individual Work Patterns may vary but an Employee will generally be required to work between the core hours of 8:30am and 5:00pm;
- (b) **For Group B Employees:** The Work Pattern will 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 will be designated as the rostered day off. Employees will be allocated their rostered day off by MI based on customer service and functional work requirements.
- (c) **For Group C Employees (off roster):** The Work Pattern will be performed as part of a fortnightly cycle as follows:
 - (i) 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;
 - (ii) Worked over ten days, Monday to Friday;
 - (iii) Ordinary hours from 7.00 am to 4.00 pm; and
 - (iv) Cycle to commence every second Friday.
- (d) **For all Employees,** in determining and/or varying the Work Pattern, MI will consider 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
- (ix) Any such proposed change will constitute a major change and will trigger Clause 42.2 of this Agreement.
- (e) **For Employees in Group C**, 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 Leader 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.
- (f) **For Employees in Group A**, with respect to the accrual and taking of flex leave:
 - (i) Approval to accrue flex leave must be given in advance by an Employee's Team Leader;
 - (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 Leader 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 Leader 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 Leader'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 Leader;
 - (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 (ii) 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 Leader, 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 Leader, 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 Leader 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.
- (g) For all Employees, with respect to directions regarding Work Patterns, 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 Leader.
- (h) 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 26.1.

- (i) 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.
- (j) **For Employees in Groups B and C (off roster)**, with respect to Rostered Days Off (RDOs): if an Employee's Work Pattern includes provision for a rostered day off:
 - (i) 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;
 - (ii) If a rostered day off falls on a Public Holiday, the preceding or next working day will be substituted at the MI's direction, unless another substitute day is agreed between MI and the Employee;
 - (iii) 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 will constitute overtime for the purposes of Clause 27 (overtime).

26.5 **Minimum break between shifts**

- (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.

27. **Overtime**

27.1 **For Employees in Group A:** Overtime means all work performed by an Employee at the direction and approval of MI:

- (a) Which is beyond the Employee's ordinary hours as outlined in Clause 26.1 and 26.2; or
- (b) 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 Manager; or
- (c) In excess of Ordinary Hours unless such extra work already attracts overtime pursuant to Clauses 27.1(a) or 27.1(b) above.

27.2 **For Employees in Group B:** Overtime means all work performed by an Employee at the direction and approval of MI:

- (a) Which does not conform with Clause 26.1 and 26.2 (ordinary hours);
- (b) On a rostered day off;
- (c) Outside of their Work Pattern;
- (d) 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 Manager; or
- (e) In excess of Ordinary Hours unless such extra work already attracts overtime pursuant to sub-clauses (a), (b), (c) or (d) above.

27.3 **For Employees in Group C:**

- (a) 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 26.3(c)(iii) (ordinary hours);
 - (ii) On a rostered day off;
 - (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 Manager; or
 - (iv) In excess of Ordinary Hours unless such extra work already attracts overtime pursuant to Clause (i), (ii) or (iii) above.

- (b) 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 26.1 and 26.2(ordinary hours)
 - (ii) On a rostered day off;
 - (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 Manager; or
 - (v) In excess of Ordinary Hours, unless such extra work already attracts overtime pursuant to (i), (ii), (iii) or (iv) above.

27.4 Payment for overtime

For all Employees, in relation to paid or time in lieu for overtime:

- (a) All overtime must be approved in advance by MI, by the Employee's Manager. For all overtime worked, an Employee will have the option of time in lieu or payment pursuant to the following:
 - (i) Monday to Saturday: time-and-a-half for the first two hours each day, and double time thereafter;
 - (ii) Sunday: double time;
 - (iii) Public Holidays: double-time-and-a-half.
- (b) Overtime will be calculated for each 15 minute period, or part thereof;
- (c) 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 in accordance with Clause 28.5(f) at the appropriate rate set out in Clause 27.4(a).
- (d) In computing overtime, each day's work stands alone.

27.5 Rest period after overtime

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.

27.6 Time off in lieu of payment for overtime

- (a) Time in lieu will be taken at a mutually convenient time.
- (b) 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 27.4(a).

28. On-call, Call-Backs and Call Outs

28.1 Employees may be required by MI to conduct planned or possible incident response functions for MI.

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

28.3 On-Call roster arrangements:

- (a) An Employee's participation in the On-Call roster will 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 will 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).
- (e) 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):
 - (i) Be immediately contactable;
 - (ii) Ensure that they can respond to any emergency and/or system interruption work without undue delay; and
 - (iii) Not be under the influence of non-prescribed drugs, alcohol or any other substance that may adversely affect their ability to perform their duties.
- (f) Employees will be paid the following allowance ('On-Call Allowance') for each day they are rostered On-Call:
 - (i) Weekdays – 150 per cent of one ordinary hour's work;
 - (ii) Saturdays – 200 per cent of one ordinary hour's work;
 - (iii) Sundays and Public Holidays – 250 percent of one ordinary hour's work;
 with all rates calculated at the Employee's Base Salary.
- (g) An Employee will only be entitled to the On-Call Allowance if approved in writing prior to the period of On-Call duty by their Team Leader.

28.4 Call-Back arrangements:

- (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 will be deemed to be on a Call-Back for one hour at single time 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 will be paid for a minimum of four hours (except for Call-Backs which do not require an Employee to leave their home as described in Clause 28.4(b), which will be paid for a minimum of one hour at single time);
- (e) In the event of a Call-Back, the Employee must notify their Team Leader 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;
- (f) Employees will be paid the following hourly rates as follows:
 - (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;

28.5 Call-out arrangements

- (a) This refers to work which MI requires to be performed outside of 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;
- (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 will be paid for a minimum of four hours (except for a Call-Out which does not require an Employee to leave their home as described in the example given in Clause 28.4(b) which in

that circumstance only will be paid for a minimum of one hour at single time.) Receiving a telephone call does not constitute a Call-Out;

- (f) Employees will 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.

29. Breaks

29.1 For Employees in Group A and B:

- (a) Employees 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
- (b) Will be entitled to paid morning and afternoon tea breaks of 10 minutes each.

29.2 For Employees in Group C:

- (a) 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.
- (b) 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.

LEAVE AND PUBLIC HOLIDAYS

30. Annual leave

30.1 Entitlement to annual leave

- (a) 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.
- (b) Employees are entitled to five weeks' paid annual leave per year of service subject to the following conditions:
 - (i) The monetary value of the fifth, additional, week of leave will 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 will be 51/52ths of the Base Salary of an Employee with an identical Annual Remuneration but a four-week leave entitlement; and
 - (ii) The Employee may elect, annually, to transition to a four-week annual leave arrangement (with a corresponding increase in Base Salary). Such an election must be formalised in writing in accordance with the Company's Leave Policy. Noting that the Leave Policy does not form a part of this Agreement.
 - (iii) This does not in any way refer to the entitlement to seven additional days of annual leave arising under Clause 30.1(g).
- (c) All paid leave will 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.
- (d) 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.
- (e) The entitlement to annual leave is derived from the NES and this clause is intended to complement or enhance the entitlement.
- (f) 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.
- (g) Additionally, **Employees in Group C:**
 - (i) Are 'shift workers' for the purposes of the NES and, accordingly, will be entitled to an additional seven days' annual leave each year;
 - (ii) 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; and
 - (iii) Such additional leave will accrue throughout the year in the same manner as their ordinary annual leave entitlements.

30.2 Taking paid 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) **For Group C Employees:**
 - (i) Employees may not be able to take leave while On Roster unless they are entitled to In-Season Leave;
 - (ii) MI may direct and compel an Employee who:
 - a. Prior to the commencement of an On Roster period in which In-Season Leave will not be available to that Employee;
 - b. 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.

30.3 Excessive leave

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:

- (a) MI must provide the Employee with at least four weeks' written notice of its direction;
- (b) MI must attempt to reach agreement with the Employee about when such leave is taken;
- (c) The Employee is entitled to retain a balance of no less than four weeks of accrued leave (unless otherwise agreed);
- (d) Notwithstanding the above, MI has a discretion to allow an Employee to maintain over eight weeks' accrued leave on a case-by-case basis.

30.4 Annual close down

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.

30.5 Cashing out of 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.

30.6 Annual leave loading

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

31. Personal/Carer's leave

- 31.1 The entitlement is derived from the NES, and this clause is intended to complement or enhance the entitlement.
- 31.2 The provisions of **Schedule D** apply to those Employees with existing grandfathered personal/carers' leave entitlements arising under previous workplace agreements.
- 31.3 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.
- 31.4 If liability for the claim is accepted, then an equivalent period of any personal leave taken by the Employee pending acceptance of the claim will be restored to the credit of the Employee.
- 31.5 After receiving 26 weeks of Workers Compensation payments, an Employee may use any accrued personal/carers' leave to make up any shortfall in their ordinary rate of pay.

32. Compassionate Leave

Compassionate leave is provided for by the National Employment Standards.

33. Community service leave

Community Service leave is provided for by the National Employment Standards.

34. Long service leave

Long Service Leave, is provided for by *the Long Service Leave Act 1955 (NSW)* (**Long Service Leave Act**).

Employees employed by MI will continue to be entitled to beneficial entitlements above this Act as set out below.

34.1 Accrual

- (a) Accrued or accumulated long service leave up to the date of commencement of this Agreement will be credited to the employee's entitlements.
- (b) Long service leave will be calculated on a nominal working day basis irrespective of the number of days normally worked per week.
- (c) In accordance with the Long Service Leave 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 months notice of the date from which it is proposed that the employee's long service leave will be given and taken.
- (d) 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.
- (e) Long Service Leave will accrue in any period of approved leave without pay not exceeding an aggregate of 5 working days in any leave year.
- (f) On completion of 10 years service, employees will be entitled to 44 working days leave. On completion of each year of service in excess of 10 years, employees will 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.
- (g) 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 will 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.

- (h) 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 will be substantiated by the employee), they will 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.

34.2 **Service**

- (a) Any period of full time service with the Company or its predecessors will count as service for the accrual of long service leave. Periods of part-time service will count proportionally.
- (b) Employees who complete 10 years service and take a period of leave without pay not exceeding six months will have the time taken count for the accrual of long service leave.
- (c) Where a public holiday falls within a period of long services leave, the period of leave will be extended by one day for each public holiday that occurs.

35. **Parental Leave**

35.1 Parental leave is provided for on an unpaid basis by the National Employment Standards.

35.2 An Employee who is eligible for unpaid parental leave under the National Employment Standards will 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.*

36. **Special Leave**

36.1 There may be an entitlement to 'ordinary special leave', 'additional special leave', and unpaid leave.

36.2 **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.

36.3 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 will be presented to MI as soon as practicable; and
 - b. During such leave of absence, the Employee will 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, operate concurrently with the entitlements arising under the statutory Community Service Leave set out in Clause 33 to the extent that they relate to the same type of leave. That is to say, there will be no double counting or payment for leave which arises under both Clause 33 and Clause 36.3(a).

37. Unpaid leave

- 37.1 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.
- 37.2 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, will count as service for accrual of annual and long service leave.
- 37.3 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.
- 37.4 Where an Employee is granted unpaid leave for a continuous period not exceeding 10 consecutive working days, the employee will be paid for any proclaimed public holidays falling during such unpaid leave.
- 37.5 MI may request that all accrued annual or long service leave be used, prior to approval granted for unpaid leave.

38. Public holidays

38.1 Entitlement to public holidays

- a) 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.
- b) For the purposes of this Agreement (notwithstanding anything to the contrary in the NES) the following shall constitute public holidays: The following are classified as public holidays for the purposes of this Agreement:
 - (i) New Year's Day;
 - (ii) Australia Day;
 - (iii) Good Friday;
 - (iv) Easter Saturday;
 - (v) Easter Sunday;
 - (vi) Easter Monday;
 - (vii) Anzac Day;
 - (viii) Queen's Birthday;
 - (ix) Labour Day;
 - (x) Christmas Day; and
 - (xi) Boxing Day,
 - (xii) Any other day, or part-day, declared or prescribed by or under a State or Territory law.

OTHER PROVISIONS

39. Flexible Work Practices

- 39.1 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.
- 39.2 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 Manager.
- 39.3 An Employee and MI may agree to an IFA dealing with the matters outlined in clause, to meet the genuine needs of MI and the Employee.
- 39.4 An eligible Employee may also request a change in working arrangements, provided to accommodate particular circumstances. This entitlement will align with the NES. The current NES entitlement applies for Employees who have worked with the same employer for at least 12 months in the instance they:
- (a) Are the parent, or have responsibility for the care, of a child who is school aged or younger;
 - (b) Are a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (c) Have a disability;
 - (d) Are 55 or older;
 - (e) Are experiencing violence from a member of their family; or
 - (f) Provide care or support to a member of their immediate family or household who requires care and support because the member is experiencing violence from the member's family.

40. Individual flexibility arrangements (IFA)

- 40.1 MI and an Employee may agree to make an IFA to vary the effect of terms of the Agreement if the IFA deals with one or more of the following matters:
- (a) Clause 9 (Location);
 - (b) Clause 26 (Ordinary Hours of Work and Work Patterns);
 - (c) Clauses 26.5 and 29 (Breaks);
 - (d) Clause 27 (Overtime);
 - (e) Clause 28 (On-Call, Call-Backs, Call-Outs);
 - (f) Clause 20.4 (Additional Entitlements);
 - (g) Clause 38.1(b) (selection of Public Holiday); and
 - (h) Clause 24 (Allowances).
- 40.2 The arrangement meets the genuine needs of the Employee and MI in relation to one or more of the matters mentioned in Clause 40.1, and has been genuinely agreed to by the employee and MI;
- 40.3 MI must ensure that the terms of any IFA:
- (a) Are about permitted matters under section 172 of the Act;
 - (b) Are not unlawful terms under s.194 of the Act; and
 - (c) Result in the Employee being better off overall than the Employee would be if no IFA was made.

- 40.4 MI must ensure that the IFA:
- (a) Is in writing; and
 - (i) Includes the name of MI and the Employee; and
 - (ii) 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; and
 - (iii) Includes details of:
 - a. Each term of the Agreement that will be varied by the IFA; and
 - b. How the IFA will vary the effect of those terms; and
 - c. How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
 - d. States the day on which the arrangement commences.
- 40.5 MI must give the Employee a copy of the IFA within 14 days after it is agreed to.
- 40.6 MI or the Employee may terminate the IFA:
- (a) By giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) If MI and the Employee agree in writing, at any time.

41. Dispute resolution procedure

- 41.1 If a dispute relates to:
- (a) A matter arising under the Agreement; or
 - (b) The National Employment Standards;
- this Clause 41 sets out the procedure to settle the dispute.
- 41.2 An Employee who is a party to the dispute may appoint a representative for the purposes of this dispute resolution procedures.
- 41.3 **Resolution of the dispute at the workplace level**
- 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 Supervisors and/or Management.
- 41.4 **Resolution of the dispute by FWC**
- (a) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
 - (b) The FWC may deal with the dispute in two stages:
 - (i) 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
 - (ii) If the FWC is unable to resolve the dispute at the first stage, it may then:
 - a. Arbitrate the dispute; and
 - b. 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.*
- 41.5 **Work whilst a dispute is on foot**
- (a) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) 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

- (ii) An Employee must comply with a direction given by MI to perform other available work at the same workplace, or at another workplace, unless:
 - a. The work is not safe; or
 - b. Applicable occupational health and safety legislation would not permit the work to be performed; or
 - c. The work is not appropriate for the Employee to perform; or
 - d. There are other reasonable grounds for the Employee to refuse to comply with the direction.

41.6 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this dispute resolution procedure.

42. Consultation

42.1 Consultative Committee

- (a) MI will convene and maintain a Consultative Committee to facilitate effective communication between MI, Employees and employee representatives and provide a forum to discuss and resolve issues of a collective nature.
- (b) 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 to 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:
 - (i) A drug and alcohol policy or testing procedure; or
 - (ii) MI requested medical examinations, excluding pre-employment medicals, or return to work requirements following work or non-work related illness or injury.
- (c) 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.
 - (i) Consultation in relation to major workplace change will be governed by the provisions of Clause 42.2 and may or may not involve the Consultative Committee, at the MI's discretion.
 - (ii) To avoid any doubt, disputes regarding the Consultative Committee or its recommendations are not subject to the dispute resolution procedures set out in Clause 41 (unless the dispute is about matters set out in Clause 41.1 of this Agreement).

42.2 Major Change Consultation

- (a) This Consultation clause will apply if:
 - (i) 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
 - (ii) MI proposes to introduce a change to the regular roster or ordinary hours of work of relevant employees.
- (b) Relevant Employees are those who may be affected by the major change referred to in Clause 42.2(a).
- (c) MI must notify the Relevant Employees of the decision to introduce the major change or a change to the regular roster or ordinary hours of work of Relevant Employees.
- (d) The Relevant Employees may appoint a representative for the purposes of the procedures.
- (e) MI must recognise the representative if:
 - (i) A Relevant Employee appoints, or Relevant Employees appoint, a representative for the purpose of consultation; and
 - (ii) The Relevant Employee or Relevant Employees advise MI of the identity of the representative.

- (f) As soon as practicable after making its decision, MI must 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
- (g) 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.
- (h) However, MI is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- (i) MI must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.
- (j) In this Consultation clause, a major change is likely to have a significant effect on Employees, if it results in:
 - (i) The termination of the employment of Employees; or
 - (ii) Major change to the composition, operation or size of the MI's workforce or to the skills required of Employees; or
 - (iii) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) The alteration of hours of work; or
 - (v) The need to retrain Employees; or
 - (vi) The need to relocate Employees to another workplace, or if their home base is changed; or
 - (vii) The restructuring of jobs.
- (k) For a change to regular roster or ordinary hours of work as referred to in sub-clause 42.2(a)(ii):
 - (i) MI must notify the relevant employees of the proposed change; and
 - (ii) Comply with sub-clauses 42.2(a) to 42.2(j).

43. Journey Insurance

43.1 MI will take out Journey Insurance for employees travelling directly between the boundaries of their place of residence and place of business for the purposes of starting or ending their day's work.

Coverage will not apply, but not limited to, the following circumstances:

- (a) If the claim is compensable by Workers' Compensation
- (b) If the claim is compensable by the Traffic Accident's Act or equivalent E.g. Third-Party claims

43.2 Notwithstanding, clause 43.1 will become void if this type of insurance is provided for by legislation. To avoid any doubt, the insurance will only become void upon the expiry of the annual policy.

SCHEDULE A

Features of positions at different WVP Score ranges

(for illustrative purposes only)

Cross reference: Clauses 20

CLASSIFICATION	WORK VALUE
<p>A.1. Level 1</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 & 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 training to provide product and services to meet client needs.</p>	<p>100-156</p>
<p>A.2. Level 2</p> <p>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>157-185</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:</p> <p>(a) Advanced certificate, vocational or specialist training and/or extensive work experience to resolve technical problems</p> <p>(b) Appropriate in-house training or equivalent.</p>	
<p>A.3. Level 3</p> <p>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 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>186-254</p>
<p>A.4. Level 4</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 other resources.</p>	<p>255-310</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>A.5. Level 5</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 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>311-393</p>
<p>A.6. Level 6</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>394-482</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 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 21.1

WVP	2018/2019 Lower Range (Annual Remuneration)	2018/2019 Upper Range (Annual Remuneration)
100	\$ 41,522	\$ 51,903
101	\$ 41,754	\$ 52,193
102	\$ 41,986	\$ 52,483
103	\$ 42,218	\$ 52,773
104	\$ 42,450	\$ 53,063
105	\$ 42,682	\$ 53,353
106	\$ 42,914	\$ 53,643
107	\$ 43,146	\$ 53,933
108	\$ 43,378	\$ 54,223
109	\$ 43,610	\$ 54,513
110	\$ 43,842	\$ 54,803
111	\$ 44,074	\$ 55,093
112	\$ 44,306	\$ 55,383
113	\$ 44,538	\$ 55,672
114	\$ 44,770	\$ 55,962
115	\$ 45,002	\$ 56,252
116	\$ 45,234	\$ 56,542
117	\$ 45,466	\$ 56,832
118	\$ 45,698	\$ 57,122
119	\$ 45,930	\$ 57,412
120	\$ 46,162	\$ 57,702
121	\$ 46,394	\$ 57,992
122	\$ 46,626	\$ 58,282
123	\$ 46,858	\$ 58,572
124	\$ 47,090	\$ 58,862
125	\$ 47,321	\$ 59,152
126	\$ 47,506	\$ 59,382
127	\$ 47,689	\$ 59,612
128	\$ 47,875	\$ 59,843
129	\$ 48,059	\$ 60,074
130	\$ 48,244	\$ 60,304
131	\$ 48,427	\$ 60,534
132	\$ 48,611	\$ 60,763
133	\$ 48,794	\$ 60,993
134	\$ 48,979	\$ 61,223
135	\$ 49,163	\$ 61,454
136	\$ 49,348	\$ 61,686
137	\$ 49,532	\$ 61,915
138	\$ 49,716	\$ 62,146
139	\$ 49,900	\$ 62,375

140	\$ 50,084	\$ 62,606
141	\$ 50,269	\$ 62,836
142	\$ 50,452	\$ 63,066
143	\$ 50,638	\$ 63,297
144	\$ 50,821	\$ 63,527
145	\$ 51,005	\$ 63,756
146	\$ 51,188	\$ 63,986
147	\$ 51,373	\$ 64,216
148	\$ 51,557	\$ 64,447
149	\$ 51,743	\$ 64,678
150	\$ 51,926	\$ 64,908
151	\$ 52,111	\$ 65,138
152	\$ 52,294	\$ 65,368
153	\$ 52,479	\$ 65,598
154	\$ 52,663	\$ 65,829
155	\$ 52,847	\$ 66,059
156	\$ 53,032	\$ 66,290
157	\$ 53,216	\$ 66,520
158	\$ 53,411	\$ 66,764
159	\$ 53,607	\$ 67,009
160	\$ 53,801	\$ 67,252
161	\$ 53,996	\$ 67,495
162	\$ 54,191	\$ 67,738
163	\$ 54,386	\$ 67,983
164	\$ 54,581	\$ 68,227
165	\$ 54,776	\$ 68,470
166	\$ 54,964	\$ 68,705
167	\$ 55,152	\$ 68,940
168	\$ 55,340	\$ 69,175
169	\$ 55,529	\$ 69,411
170	\$ 55,716	\$ 69,645
171	\$ 55,904	\$ 69,880
172	\$ 56,093	\$ 70,116
173	\$ 56,280	\$ 70,350
174	\$ 56,468	\$ 70,585
175	\$ 56,657	\$ 70,822
176	\$ 56,850	\$ 71,062
177	\$ 57,040	\$ 71,300
178	\$ 57,231	\$ 71,539
179	\$ 57,419	\$ 71,774
180	\$ 57,610	\$ 72,012
181	\$ 57,801	\$ 72,251
182	\$ 57,990	\$ 72,487
183	\$ 58,179	\$ 72,724
184	\$ 58,370	\$ 72,963
185	\$ 58,559	\$ 73,199
186	\$ 58,750	\$ 73,437

187	\$ 58,958	\$ 73,697
188	\$ 59,167	\$ 73,958
189	\$ 59,367	\$ 74,209
190	\$ 59,563	\$ 74,454
191	\$ 59,758	\$ 74,698
192	\$ 59,954	\$ 74,942
193	\$ 60,149	\$ 75,186
194	\$ 60,345	\$ 75,431
195	\$ 60,541	\$ 75,677
196	\$ 60,737	\$ 75,922
197	\$ 60,920	\$ 76,150
198	\$ 61,102	\$ 76,378
199	\$ 61,282	\$ 76,603
200	\$ 61,464	\$ 76,830
201	\$ 61,659	\$ 77,073
202	\$ 61,850	\$ 77,312
203	\$ 62,041	\$ 77,552
204	\$ 62,233	\$ 77,791
205	\$ 62,423	\$ 78,029
206	\$ 62,613	\$ 78,267
207	\$ 62,805	\$ 78,506
208	\$ 62,995	\$ 78,744
209	\$ 63,189	\$ 78,986
210	\$ 63,380	\$ 79,224
211	\$ 63,570	\$ 79,463
212	\$ 63,761	\$ 79,702
213	\$ 63,950	\$ 79,937
214	\$ 64,141	\$ 80,176
215	\$ 64,332	\$ 80,415
216	\$ 64,523	\$ 80,653
217	\$ 64,715	\$ 80,893
218	\$ 64,905	\$ 81,132
219	\$ 65,103	\$ 81,379
220	\$ 65,291	\$ 81,614
221	\$ 65,479	\$ 81,849
222	\$ 65,667	\$ 82,083
223	\$ 65,856	\$ 82,320
224	\$ 66,043	\$ 82,554
225	\$ 66,231	\$ 82,789
226	\$ 66,420	\$ 83,025
227	\$ 66,608	\$ 83,260
228	\$ 66,795	\$ 83,494
229	\$ 66,984	\$ 83,730
230	\$ 67,171	\$ 83,964
231	\$ 67,360	\$ 84,200
232	\$ 67,547	\$ 84,434
233	\$ 67,735	\$ 84,669

234	\$ 67,925	\$ 84,906
235	\$ 68,112	\$ 85,139
236	\$ 68,300	\$ 85,375
237	\$ 68,488	\$ 85,610
238	\$ 68,676	\$ 85,845
239	\$ 68,869	\$ 86,086
240	\$ 69,061	\$ 86,326
241	\$ 69,251	\$ 86,563
242	\$ 69,441	\$ 86,801
243	\$ 69,632	\$ 87,040
244	\$ 69,822	\$ 87,277
245	\$ 70,014	\$ 87,517
246	\$ 70,205	\$ 87,756
247	\$ 70,395	\$ 87,993
248	\$ 70,587	\$ 88,234
249	\$ 70,777	\$ 88,472
250	\$ 70,968	\$ 88,710
251	\$ 71,159	\$ 88,949
252	\$ 71,350	\$ 89,188
253	\$ 71,542	\$ 89,427
254	\$ 71,732	\$ 89,665
255	\$ 71,922	\$ 89,903
256	\$ 72,101	\$ 90,126
257	\$ 72,280	\$ 90,350
258	\$ 72,456	\$ 90,570
259	\$ 72,632	\$ 90,790
260	\$ 72,809	\$ 91,012
261	\$ 72,986	\$ 91,233
262	\$ 73,162	\$ 91,452
263	\$ 73,339	\$ 91,674
264	\$ 73,514	\$ 91,893
265	\$ 73,691	\$ 92,113
266	\$ 73,867	\$ 92,333
267	\$ 74,044	\$ 92,555
268	\$ 74,220	\$ 92,775
269	\$ 74,396	\$ 92,994
270	\$ 74,569	\$ 93,212
271	\$ 74,743	\$ 93,429
272	\$ 74,922	\$ 93,652
273	\$ 75,102	\$ 93,878
274	\$ 75,283	\$ 94,103
275	\$ 75,463	\$ 94,329
276	\$ 75,642	\$ 94,553
277	\$ 75,824	\$ 94,779
278	\$ 76,005	\$ 95,006
279	\$ 76,185	\$ 95,231
280	\$ 76,365	\$ 95,456

281	\$ 76,545	\$ 95,681
282	\$ 76,725	\$ 95,907
283	\$ 76,906	\$ 96,132
284	\$ 77,088	\$ 96,359
285	\$ 77,268	\$ 96,585
286	\$ 77,449	\$ 96,811
287	\$ 77,631	\$ 97,039
288	\$ 77,811	\$ 97,264
289	\$ 77,993	\$ 97,492
290	\$ 78,174	\$ 97,718
291	\$ 78,355	\$ 97,943
292	\$ 78,537	\$ 98,171
293	\$ 78,718	\$ 98,397
294	\$ 78,892	\$ 98,615
295	\$ 79,066	\$ 98,833
296	\$ 79,242	\$ 99,052
297	\$ 79,426	\$ 99,283
298	\$ 79,610	\$ 99,512
299	\$ 79,794	\$ 99,743
300	\$ 79,978	\$ 99,972
301	\$ 80,162	\$ 100,203
302	\$ 80,346	\$ 100,432
303	\$ 80,529	\$ 100,661
304	\$ 80,711	\$ 100,888
305	\$ 80,893	\$ 101,116
306	\$ 81,075	\$ 101,344
307	\$ 81,257	\$ 101,572
308	\$ 81,486	\$ 101,857
309	\$ 81,713	\$ 102,142
310	\$ 81,940	\$ 102,425
311	\$ 82,168	\$ 102,710
312	\$ 82,393	\$ 102,991
313	\$ 82,623	\$ 103,279
314	\$ 82,853	\$ 103,566
315	\$ 83,083	\$ 103,853
316	\$ 83,314	\$ 104,142
317	\$ 83,543	\$ 104,429
318	\$ 83,772	\$ 104,715
319	\$ 84,002	\$ 105,003
320	\$ 84,231	\$ 105,288
321	\$ 84,461	\$ 105,576
322	\$ 84,691	\$ 105,864
323	\$ 84,920	\$ 106,150
324	\$ 85,150	\$ 106,438
325	\$ 85,381	\$ 106,726
326	\$ 85,610	\$ 107,012
327	\$ 85,842	\$ 107,303

328	\$ 86,075	\$ 107,594
329	\$ 86,308	\$ 107,884
330	\$ 86,540	\$ 108,175
331	\$ 86,773	\$ 108,466
332	\$ 87,005	\$ 108,756
333	\$ 87,239	\$ 109,048
334	\$ 87,470	\$ 109,338
335	\$ 87,704	\$ 109,630
336	\$ 87,936	\$ 109,920
337	\$ 88,169	\$ 110,211
338	\$ 88,401	\$ 110,501
339	\$ 88,634	\$ 110,792
340	\$ 88,867	\$ 111,084
341	\$ 89,100	\$ 111,375
342	\$ 89,332	\$ 111,666
343	\$ 89,564	\$ 111,955
344	\$ 89,797	\$ 112,246
345	\$ 90,023	\$ 112,528
346	\$ 90,248	\$ 112,810
347	\$ 90,476	\$ 113,095
348	\$ 90,702	\$ 113,377
349	\$ 90,929	\$ 113,662
350	\$ 91,156	\$ 113,945
351	\$ 91,383	\$ 114,229
352	\$ 91,610	\$ 114,512
353	\$ 91,836	\$ 114,795
354	\$ 92,064	\$ 115,079
355	\$ 92,290	\$ 115,363
356	\$ 92,517	\$ 115,647
357	\$ 92,744	\$ 115,930
358	\$ 92,970	\$ 116,213
359	\$ 93,198	\$ 116,497
360	\$ 93,424	\$ 116,780
361	\$ 93,652	\$ 117,064
362	\$ 93,878	\$ 117,348
363	\$ 94,109	\$ 117,637
364	\$ 94,343	\$ 117,928
365	\$ 94,576	\$ 118,220
366	\$ 94,810	\$ 118,513
367	\$ 95,044	\$ 118,805
368	\$ 95,276	\$ 119,095
369	\$ 95,510	\$ 119,387
370	\$ 95,744	\$ 119,680
371	\$ 95,977	\$ 119,971
372	\$ 96,210	\$ 120,263
373	\$ 96,445	\$ 120,556
374	\$ 96,678	\$ 120,848

375	\$ 96,912	\$ 121,140
376	\$ 97,173	\$ 121,466
377	\$ 97,428	\$ 121,785
378	\$ 97,683	\$ 122,103
379	\$ 97,938	\$ 122,422
380	\$ 98,193	\$ 122,741
381	\$ 98,448	\$ 123,060
382	\$ 98,701	\$ 123,376
383	\$ 98,957	\$ 123,696
384	\$ 99,211	\$ 124,014
385	\$ 99,467	\$ 124,334
386	\$ 99,721	\$ 124,651
387	\$ 99,977	\$ 124,971
388	\$ 100,231	\$ 125,289
389	\$ 100,486	\$ 125,608
390	\$ 100,741	\$ 125,926
391	\$ 100,996	\$ 126,245
392	\$ 101,251	\$ 126,564
393	\$ 101,506	\$ 126,883
394	\$ 101,826	\$ 127,283
395	\$ 102,094	\$ 127,617
396	\$ 102,361	\$ 127,951
397	\$ 102,628	\$ 128,284
398	\$ 102,895	\$ 128,619
399	\$ 103,161	\$ 128,951
400	\$ 103,430	\$ 129,287
401	\$ 103,696	\$ 129,621
402	\$ 103,962	\$ 129,953
403	\$ 104,230	\$ 130,288
404	\$ 104,497	\$ 130,621
405	\$ 104,765	\$ 130,957
406	\$ 105,031	\$ 131,288
407	\$ 105,298	\$ 131,623
408	\$ 105,566	\$ 131,957
409	\$ 105,833	\$ 132,291
410	\$ 106,100	\$ 132,624
411	\$ 106,367	\$ 132,959
412	\$ 106,633	\$ 133,292
413	\$ 106,905	\$ 133,631
414	\$ 107,174	\$ 133,968
415	\$ 107,445	\$ 134,306
416	\$ 107,713	\$ 134,641
417	\$ 107,984	\$ 134,980
418	\$ 108,251	\$ 135,314
419	\$ 108,522	\$ 135,653
420	\$ 108,790	\$ 135,987
421	\$ 109,061	\$ 136,326

422	\$ 109,330	\$ 136,663
423	\$ 109,600	\$ 137,000
424	\$ 109,869	\$ 137,336
425	\$ 110,138	\$ 137,672
426	\$ 110,408	\$ 138,010
427	\$ 110,677	\$ 138,346
428	\$ 110,946	\$ 138,682
429	\$ 111,215	\$ 139,019
430	\$ 111,485	\$ 139,356
431	\$ 111,751	\$ 139,689
432	\$ 112,021	\$ 140,027
433	\$ 112,291	\$ 140,363
434	\$ 112,561	\$ 140,702
435	\$ 112,829	\$ 141,036
436	\$ 113,098	\$ 141,373
437	\$ 113,368	\$ 141,710
438	\$ 113,637	\$ 142,046
439	\$ 113,907	\$ 142,384
440	\$ 114,176	\$ 142,720
441	\$ 114,446	\$ 143,058
442	\$ 114,716	\$ 143,395
443	\$ 114,985	\$ 143,731
444	\$ 115,253	\$ 144,067
445	\$ 115,524	\$ 144,404
446	\$ 115,792	\$ 144,740
447	\$ 116,062	\$ 145,078
448	\$ 116,331	\$ 145,414
449	\$ 116,602	\$ 145,752
450	\$ 116,870	\$ 146,087

SCHEDULE C

Grandfathered travel pattern allowance

Cross reference: Clause 24.1(b)

- 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
 - (f) Meet the criteria for the allowance as set out in C5 below.
- C5. The rate of the allowance is as follows:
 - (a) 3-10km \$3.68 per day
 - (b) 10-20km \$7.69 per day
- C6. The Employee may elect, at any time, to opt out of this grandfathered arrangement by negotiating a one-off payment with MI in exchange for discontinuing payment under this Schedule. Such an election is permanent, and must be formalised in writing which may involve the execution of a formal variation to any employment contract or deed of release.

SCHEDULE D

Grandfathered personal / carer's (sick) leave entitlement

Cross reference: Clause 31.2

- D1. It is recognised that, historically, some Employees had an entitlement to accrue 15 days' personal / carer's (sick) leave for each year of service.
- D2. Previous workplace arrangements provided for the grandfathering of such enhance entitlements on particular terms.
- D3. This Schedule F now deals exclusively and exhaustively with such arrangements for the duration of this Agreement.
- D4. 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.
- D5. The Employee may elect, at any time, to opt out of this grandfathered arrangement by negotiating a one-off payment with MI in exchange for discontinuing payment under this Schedule. Such an election is permanent, and must be formalised in writing including – if necessary – the execution of a formal variation to any employment contract or deed of release.
- D6. This Schedule is in no way intended to be less beneficial than the personal / carer's leave entitlement prescribed by the NES.

SIGNATURE PAGE

EXECUTED BY THE PARTIES AS AN AGREEMENT

Signed for and on behalf of
MURRUMBIDGEE IRRIGATION

Brett J
Signature

29/6/18
Date

BRETT JONES
Name

Chief Executive Officer
Position

Murrumbidgee Irrigation
86 Research Station Rd
Griffith NSW 2680

Signed for and on behalf of the
EMPLOYEES

Rebecca Robertson
Signature

29/6/18
Date

Rebecca Robertson
Name

Finance Coordinator - Employee
Position
Bargaining
Representative

murrumbidgee Irrigation
86 Research Station Rd
Griffith NSW 2680

Signed for and on behalf of the
AUSTRALIAN WORKERS UNION

.....
Signature

.....
Date

.....

.....


Undertakings by Murrumbidgee Irrigation Limited

These undertakings are given in respect of the *Murrumbidgee Irrigation Limited Workplace Agreement 2018* (**Agreement**) in the matter of AG2018/3149 and pursuant to section 190 of the *Fair Work Act 2009* (**the Act**)

Murrumbidgee Irrigation Limited undertakes that:

1. In event the span of ordinary hours is altered pursuant to clause 26.3(c)(i)(a) of the Agreement, employees classified at level 1 of Agreement will be entitled to the applicable overtime rate for any hours worked between 8:00pm and 9:00pm.
2. The minimum rates of pay for school-based apprentices, juniors, trainees and employees classified at level 1 in the Agreement will be at least 5% above the minimum award base rate of pay applicable for their equivalent award classification.

Dated this 4th day of December 2018



Signed for and on behalf of Murrumbidgee Irrigation Limited

Name: Mr. Stewart Wood

Position: Human Resources Manager

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) 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 employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer 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 employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (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 employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, 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 the employer'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
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).