



# DECISION

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

**Lower Murray Urban and Rural Water Corporation T/A Lower Murray Water**  
(AG2021/8975)

**LOWER MURRAY URBAN AND RURAL WATER CORPORATION  
ENTERPRISE AGREEMENT 2021**

Water, sewerage and drainage services

COMMISSIONER WILSON

MELBOURNE, 5 JANUARY 2022

*Application for approval of the Lower Murray Urban and Rural Water Corporation Enterprise Agreement 2021*

[1] An application has been made for approval of an enterprise agreement known as the *Lower Murray Urban and Rural Water Corporation Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Lower Murray Urban and Rural Water Corporation T/A Lower Murray Water. The Agreement is a single enterprise agreement.

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

[3] The Australian Municipal, Administrative, Clerical and Services Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Association of Professional Engineers, Scientists and Managers, Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 January 2022. The nominal expiry date of the Agreement is 1 July 2025.



COMMISSIONER

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<AE514529 PR737291>

# **Lower Murray Urban and Rural Water Corporation**

## **Enterprise Agreement 2021**



# 1 TITLE

This Agreement shall be known as the Lower Murray Urban and Rural Water Corporation Enterprise Agreement 2021.

## 2 ARRANGEMENT

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## **3 OPERATION**

### **3.1 Duration**

This Agreement shall come into operation seven (7) days after it is approved by Fair Work Commission and shall remain in force until 1 July 2025.

### **3.2 Suppression**

This Agreement shall supersede the Lower Murray Urban and Rural Water Corporation Enterprise Agreement 2018.

### **3.3 Application**

This Agreement is made pursuant to Part 2-4 of the *Fair Work Act 2009*.

### **3.4 Scope and Parties Covered**

This Agreement shall cover the following:

- a) Lower Murray Urban and Rural Water Corporation (the Employer);
- b) All Employees except for those identified as exclusions in sub-clause 3.5; and

Subject to a successful application to Fair Work Commission:

- c) The Community and Public Sector Union;
- d) The Australian Municipal, Administrative, Clerical and Services Union; and
- e) Professionals Australia.

### **3.5 Exclusions**

This Agreement shall not apply to:

- a) Students who may work with LMW as part of their work experience program;
- b) Any person appointed by LMW to a senior Managerial or technical specialist role and employed on a GPEER contract;
- c) Any person sourced from a labour hire agency to perform work for a limited period.

### **3.6 National Employment Standards (NES)**

No term of this Agreement will operate to exclude any entitlement provided by the NES or to provide any entitlement which is detrimental to an Employee's entitlement under the NES. For the avoidance of doubt, if there is any inconsistency between this Agreement and the NES to the detriment of an Employee, the NES will prevail.

### **3.7 No Extra Claims/Absorption**

It is agreed that for the period of this Agreement, the parties will not pursue any extra claims, award or over award, in relation to terms and conditions contained in the Enterprise Agreement. Any national wage or living wage increases, which occur during the period of this Agreement, will be absorbed into the salary increases available under this Agreement.

## 4 DEFINITIONS

In this Agreement, unless inconsistent with the context or subject matter, the following definitions shall apply:

Term	Definition
Act and FW Act	The <i>Fair Work Act 2009</i> (Cth)
Agreement	Lower Murray Urban and Rural Water Corporation Enterprise Agreement 2021
Employee/Employees	The person/s employed by LMW (subject to sub-clause 3.5 Exclusions), whose salaries are prescribed in this Agreement
Employer	Lower Murray Urban and Rural Water Corporation
FWC	Fair Work Commission
GPEER	Government Public Entity Executive Remuneration
Immediate Family	<ul style="list-style-type: none"> <li>a spouse, partner, child, parent, grandparent, grandchild or sibling of the Employee</li> <li>a child, parent, grandparent, grandchild or sibling of a spouse or partner of the Employee.</li> <li>a member of the Employee's household or other significant person to the Employee</li> </ul>
Leave	Leave without loss of ordinary pay, unless specified as leave without pay
LMW	Lower Murray Urban and Rural Water Corporation
Mutually agreed overtime	Overtime approved and agreed between the Employee and Employer
Ordinary hours	Those hours as prescribed in the Hours of Work clause 28 of this Agreement
Ordinary rate of pay	The single time rate of pay prescribed for work being performed in accordance with classifications outlined in clause 21 of this Agreement
Ordinary time earnings	Ordinary rate of pay

Term	Definition
People Manager	The Employees Section Supervisor i.e.: Team Leader, Leading Hand, Senior Manager, Manager or General Manager
Registered Practitioner	One of the following: Aboriginal and Torres Strait Islander health practitioner, Chinese medicine practitioner, Chiropractor, Dental care practitioner, Medical practitioner, Nurse practitioner, Midwife, Optometrist, Osteopath, Pharmacist, Physiotherapist, Podiatrist or Psychologist
Shift Worker	For the purpose of the <u>NES</u> , a shift worker is an Employee: (a) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the 7 days of the week; and (b) who is regularly rostered to work on Sundays and public holidays
Union	The Australian Municipal, Administrative, Clerical and Services Union (ASU) and/or the Community and Public Sector Union (CPSU) and/or Professionals Australia
Union Official	A duly accredited official of the <i>Union</i> who is not an <i>Employee of LMW</i>
Year or Per Annum	(other than Calendar Year or Financial Year) shall comprise 52 weeks.

## 5 ANTI-DISCRIMINATION AND WORKPLACE DIVERSITY

- a) The Parties covered by this Agreement respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, gender, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction, social origin, or any other attributes protected by anti-discrimination legislation.
- b) The Employer recognises the importance of workplace diversity and inclusion. The Employer will strive to create a diverse workforce and an environment that recognises, values, utilises and reflects the diverse society in which we live. In this context, diversity includes cultural diversity, Aboriginal and Torres Strait Islander identity, sexuality, age, gender identity, ability, neurodiversity and carer responsibilities.
- c) Accordingly, in fulfilling their obligations under the procedures in clause 15 (Resolution of Disputes), the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- d) Nothing in this clause is to be taken to affect:
  - 1. any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - 2. an Employee, Employer or Union pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or
  - 3. the exceptions in section 351(2) and 772(2) of the FW Act or the operation of sections 772(3) and 772(4) of the FW Act.
- e) The Employer will act in accordance with its obligations under:
  - the *Equal Opportunity Act 2010* (Vic),
  - the Victorian Charter of Human Rights and Responsibilities and
  - the *Gender Equality Act 2020* (Vic).

These obligations apply to the Employer but do not form part of the Agreement.



## 6 GENDER EQUALITY

- a) The provisions of this Agreement are to be interpreted consistently with the gender equality principles defined in section 6 of the *Gender Equality Act 2020* (Vic).
- b) In this clause, ‘pay’ refers to remuneration including but not limited to salary, bonuses, overtime payments, allowances, and superannuation.

### 6.1 Commitment to collaborative approach to achieving gender pay equality

- a) The Employer will work collaboratively and consult with Employees and the Unions to identify, support and implement strategies designed to eradicate the gender pay gap, gender inequality and discrimination in the workplace.
- b) The Employer will consult with the parties to this Agreement when undertaking gender impact assessments when developing or reviewing any policy of, or program or service provided by, the Employer that has a direct and significant impact on the parties.

### 6.2 Gender Equality Action Plans

- a) The Employer will consult with the parties to this Agreement in the preparation of Gender Equality Action Plans under the *Gender Equality Act 2020* (Vic).
- b) For the purposes of this clause, ‘preparation’ refers to all stages leading up to the publication and submission of Gender Equality Action Plans to the Commissioner including the workplace gender audit.

### 6.3 Claims relating to systemic gender equality issues

A systemic gender equality issue means an issue of a systemic nature within the workplace which adversely affects a class or group of Employees relating to:

- a) Gender composition of any or all workforce levels; or
- b) The gender composition of governing bodies; or
- c) Equal remuneration for work of equal or comparable value; or
- d) Sexual harassment in the workplace; or
- e) Recruitment and promotion practices; or
- f) Availability and utilisation of terms, conditions and practices in the workplace relating to family violence leave, flexible working arrangements and working arrangements supporting Employees with family or caring responsibilities; or
- g) Gendered workplace segregation.

## 6.4 Claims process

- a) The Union and/or a class or group of Employees (Claimant/s) may seek resolution of a dispute relating to a systemic gender equality issue (Claim) in accordance with this clause.
- b) A Claim or Claims under this clause must be made in writing to the Employer.
- c) In the first instance the Claim should include sufficient detail for the Employer to make a reasonable assessment of the nature of the Claim, the Employees impacted by the Claim and any proposals to resolve the Claim.
- d) The Employer must meet and discuss the Claim with the Claimant prior to responding to the Claim.
- e) The Employer must respond to the Claim in writing to the Claimant, within a reasonable time, including enough details in the response to allow the Claimant to understand the Employer's response to each element of the Claim, including reasons why the Claim is accepted or rejected.
- f) If the Claim is unable to be resolved between the Employer and the Claimant/s, either the Claimant/s or the Employer may refer the Claim to the Public Sector Gender Equality Commissioner (Commissioner) to deal with.
- g) The Commissioner may deal with the Claim in any way the Commissioner considers appropriate, consistent with the requirements of the *Gender Equality Act 2020* (Vic).
- h) If a Claim is unable to be resolved by the Commissioner, either the Claimant or the Employer may refer the Claim to the Fair Work Commission as a dispute of a collective character for resolution pursuant to clause (dispute resolution procedure).
- i) This clause does not apply to any dispute regarding a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- j) A Claimant may choose to be represented at any stage by a representative, including a Union representative or Employer's organization.
- k) Whilst a Claim is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to their health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform. No party will be prejudiced as to the final settlement of the Claim by the continuance of work in accordance with this clause.

## 6.5 Gender Pay Equality

The Employer is committed to the principle of Gender Pay Equality. The Parties agree to work cooperatively through the life of this Agreement towards closing the Gender Pay Gap and recognize that achieving equality may require that special measures be taken.

## 7 OCCUPATIONAL HEALTH AND SAFETY

- a) The parties are committed to LMW's agreed Occupational Health and Safety Policy, the requirements of the *Occupational Health and Safety Act 2004*, and associated regulations.
- b) The parties will ensure that all Employees are provided with a healthy and safe workplace, enabling staff to maximise productivity, and reduce absences.
- c) LMW acknowledges its legal duties and responsibilities in this area and will report to Employees on a regular basis with relevant health and safety issues.
- d) LMW shall provide an adequate and hygienic sanitary accommodation at all worksites.
- e) Any disputes regarding matters relating to Occupational Health and Safety, shall be dealt with in accordance with the *Occupational Health and Safety Act 2004* and associated regulations.

## 8 INTENT OF THE AGREEMENT

This Agreement has been developed in a collaborative manner by Management, Employees of LMW and Unions to achieve a set of working arrangements, which meet the needs of the majority of Employees, LMW and its customers. This Agreement aims to enhance the quality of Employees working lives while also increasing productivity, efficiency and customer service.

## 9 COMMITMENT

LMW and its Employees are committed to maintaining positive and transparent relationships with our customers and other stakeholders, providing water services in a sustainable, reliable and timely manner. This Agreement aims to enhance the quality of employees working lives while also increasing productivity, efficiency and customer service.

In meeting these challenges LMW and its Employees are committed to achieving the business goals and objectives as described in LMW's Corporate Plan.

## 10 CONSULTATION AND CHANGE

### 10.1 General Principles

Where LMW is seriously considering or has developed a proposal for major change likely to have a significant effect on Employees, such as a restructure of the workplace, the introduction of new technology or changes to existing work practices of Employees, LMW shall notify the relevant Employees and their nominated representatives (if any), the relevant Unions covered by this Agreement and the Consultative Committee.

For the purpose of this clause, a major change is likely to have a significant effect on Employees if it results in:

- the termination of the employment of Employees;
- major change to the composition, operation or size of LMW's workforce or to the skills required of Employees;
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- the need to retrain Employees;
- the need to relocate Employees to another workplace; and
- the restructuring of jobs.

LMW shall discuss with the Employees affected and their nominated representatives (if any) and the relevant Unions covered by this Agreement, the introduction of the changes, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and give prompt consideration to matters raised by the Employees in relation to the changes.

### 10.2 Consultation on Changes to Rosters or Hours of Work

- a) This clause applies if LMW proposes to introduce a change to the regular roster or ordinary hours of work of Employees, other than an Employee whose working hours are irregular, sporadic or unpredictable.
- b) LMW must notify the relevant Employees and Unions of the proposed change.
- c) The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If:
  1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  2. the Employee or Employees advise the LMW of the identity of the representative;LMW must recognise the representative.
- d) As soon as practicable after proposing to introduce the change, LMW must:
  1. discuss with the relevant Employees the introduction of the change; and

2. 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 LMW reasonably believes will be the effects of the change on the Employees; and
    - iii. information about any other matters that LMW reasonably believes are likely to affect the Employees; and
  3. 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)
- e) LMW must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

## 11 CONSULTATIVE COMMITTEE

The Committee shall comprise a fair and balanced representation of Employee representatives (elected by Employees), Union delegates and/or organisers who are covered by the Agreement and Employer representatives.

The parties agree to a Chairperson from each party, who will alternate at subsequent meetings, unless otherwise agreed.

### The Role of the Committee

- a) To oversee the implementation of the Agreement and to seek to resolve any issues arising;
- b) To consider reports and ideas generated by Employee and Employer representatives, relative to the Agreement's operation;
- c) To consider suggestions for continuous improvement;
- d) The Committee may by agreement co-opt other relevant staff members or advisors to attend Committee meetings as required;
- e) To review and monitor the operation and implementation of the Agreement including any relevant work-related matters as required. It is expected that Employee representatives and Employer representatives involved in this Committee will have the relative expertise in the particular matters relative to the monitoring aspects of the Agreement;
- f) LMW shall allow reasonable time for Employee representatives to meet and to consult with Employees and such representatives will endeavour to minimise workflow interruptions;
- g) The Committee shall meet on an as required basis;
- h) Meetings of the Committee and travel outside of work hours shall not entail overtime.



## 12 UNION COMMUNICATION

- a) LMW will treat Union Delegates fairly and allow them to perform their role as Union Delegate without any discrimination in their employment. LMW recognises and respects that endorsed Union Delegates speak on behalf of Union members in the workplace.
- b) An Employee Union Delegate shall be granted reasonable time, conditional on operational requirements and following reasonable notice to their Manager, to assist other Employees and conduct Union business. With the agreement of the Manager, the Delegate may make reasonable use of facilities such as telephone, email, computers and photocopiers for such activity. LMW will allow Union Delegates to place Union information on prominent notice boards across LMW locations.
- c) Where access to email and internet is available, Employees will be allowed reasonable use of electronic communication to facilitate communication between Employees and their Union, provided that such communication is consistent with the Email and Internet Policy of LMW.
- d) LMW will enable Union Delegates to post Union information in the workplace [intranet/digital noticeboard] in a prominent location.
- e) Union Delegates are entitled to up to fifteen (15) days paid leave over the life of the agreement to attend trade union training courses and conferences.

## 13 RESOURCES FOR EMPLOYEES

LMW shall provide Employees with all adequate instruments, equipment, tools of trade, vehicles with UV protection for suitable field roles, stationery and furniture as may be reasonably necessary for carrying out their work except as otherwise agreed between the Parties to this Agreement.

## 14 SURVEILLANCE AND TRACKING

To further improve Employee safety and customer service GPS tracking devices, in-vehicle monitoring devices, mobile tracking devices, apps or CCTV systems may be introduced and/or installed in vehicles or in the workplace. This technology will not be used for the primary purpose of initiating performance management or disciplinary purposes and will adhere to the requirements of the following;

- Surveillance Devices Act 1999
- Privacy and Data Protection Act 2014.

Closed circuit television cameras (CCTV) are currently installed in various locations in the workplace and are primarily used to deter safety and security incidents. CCTV is not installed in any bathroom, washroom, change room or lactation room.

## **15 DISPUTE SETTLING PROCEDURES**

### **15.1 Resolution of Disputes and Grievances**

This clause applies if a dispute relates to:

- a) A matter arising under the Agreement;
- b) The National Employment Standards; or
- c) Any other work-related matter pertaining to the Employee, Employer relationship other than termination of employment.

This clause does not apply to:

- d) Any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

LMW or an Employee covered by this Agreement may choose to be represented at any stage by a representative, including a union representative or Employer organisation.

### **15.2 Obligations**

- a) The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out promptly.
- b) Unless a reasonable concern related to the health and safety of any person exists, or the parties agree otherwise, that the position that existed prior to the dispute situation arising will prevail. This requirement does not apply in circumstances where an Employee has been suspended on full pay as a part of an investigation or disciplinary process involving alleged serious misconduct in accordance with the definition of serious misconduct contained in the Act and the Regulations.
- c) No person covered by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

### **15.3 Agreement and Dispute Settlement Facilitation**

- a) For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen Employee representative is another Employee of LMW, they must be released by LMW from normal duties for such periods of time as may be reasonably necessary to enable them to represent Employees concerning matters pertaining to the employment relationship including but not limited to:
  - 1. Investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards;
  - 2. Endeavouring to resolve a dispute arising out of the operation of the Agreement or the National Employment Standards; or

3. Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.
- b) The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of LMW.

#### **15.4 Discussion of Grievance or Dispute**

- a) The dispute or grievance must first be discussed by the aggrieved Employee(s) with the immediate People Manager of the Employee(s).
- b) If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of LMW appointed for the purposes of this procedure.

#### **15.5 Internal Process**

- a) If any party to the dispute or grievance who is covered by this Agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with according to that process, provided that the process is conducted in a timely manner and is consistent with the following principles:
  - The rules of natural justice;
  - Provide for mediation or conciliation of the grievance;
  - Provide that LMW will take into consideration any views on who should conduct the review; and
  - Be conducted as quickly and with as little formality as a proper consideration of the matter allows.
- b) If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.
- c) If the matter is not settled, either Party may refer the matter to Fair Work Commission (FWC) for conciliation.

#### **15.6 Disputes of a Collective Character**

- a) The parties covered by the Agreement acknowledge that disputes of a collective character concerning more than one (1) Employee may be dealt with more expeditiously by an early reference to FWC.
- b) No dispute of a collective character may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWC for conciliation.

### 15.7 Conciliation

- a) Where a dispute or grievance is referred for conciliation, a member of FWC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.
- b) This may include arranging:
  - 1. Conferences of the parties to the dispute or their representatives presided over by the member; and
  - 2. For the parties or their representatives to confer among themselves at conferences at which the member is not present.
- c) Conciliation before FWC shall be regarded as completed when:
  - 1. The parties to the dispute have reached agreement on the settlement of the grievance or dispute; or
  - 2. The member of FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or
  - 3. The parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

### 15.8 Arbitration

- a) If the dispute or grievance has not been settled after conciliation, either party may request that FWC proceed to determine the dispute or grievance by arbitration.
- b) Where a member of FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects.
- c) Subject to sub-clause 15.8 d) below, the determination of FWC is binding upon the persons bound by this Agreement.
- d) An appeal lies to a Full Bench of FWC, with the leave of the Full Bench, against a determination of a single member of FWC made pursuant to this clause.

### 15.9 Conduct of Matters Before FWC

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the *Fair Work Act 2009*.

## 16 FORM OF EMPLOYMENT

### 16.1 Engagement

- a) Engagement, promotion or transfer under this Agreement shall satisfy the Public Sector Employment Standards and Guidelines as issued by the Victorian Public Sector Commission or its successor.
- b) LMW acknowledges the positive impact that secure employment has on Employees and the provision on quality services to the Victorian community.
- c) LMW will give preference to ongoing forms of employment over casual and limited tenure arrangements wherever possible.
- d) Where a Union or affected Employee identify limited tenure or casual employment that is considered not to meet the criteria established in sub-clauses 16.6 and 16.4, the union or affected Employee will refer the matter to LMW. If the parties cannot resolve the matter, it will be dealt with under clause 15 (Dispute Settling Procedures).
- e) If labour hire staff are to be used, LMW shall ensure that any workers engaged through a supplementary labour hire arrangement or contract, and who are under the direction and control of LMW performing work that, had it been done by direct Employees of LMW would have been covered by this Agreement, shall receive wages, allowances and conditions no less favourable than those contained in this Agreement.
- f) At the time of engagement, the Employee shall provide a written statement of their usual place of residence and telephone contact.
- g) The Employee shall inform LMW in writing of any subsequent change in their usual place of residence and/or telephone contact, within ten (10) working days.
- h) An Employee may be engaged on a full-time, part-time, limited tenure or casual basis.
- i) All Employees engaged shall be provided with a position description for their role (other than casuals effecting basic duties for less than a month).

### 16.2 Full-time Employment

A full-time Employee is engaged to work an average of thirty-eight (38) ordinary hours per week over a period of twenty-eight (28) days.

### 16.3 Part-time Employment

- a) LMW may employ part-time Employees in any classification in this Agreement.
- b) A part-time Employee:
  - works less than thirty-eight (38) hours per week;
  - has reasonably predictable hours of work; and
  - receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

- c) At the time of engagement, LMW and the part-time employee will agree in writing on a regular pattern of work specifying at least:
  - the hours worked each day;
  - which days of the week the Employee will work; and
  - the actual starting and finishing times each day.
- d) Any variation to the hours of work in clause c) must be by agreement between LMW and the part-time Employee and recorded in writing.
- e) LMW is required to roster a part-time Employee for a minimum of three (3) consecutive hours on any shift.
- f) All time worked in excess of the hours as agreed under clause c) or as varied under clause d) will be overtime and paid for at the rates prescribed in clause 28.4 – Overtime.
- g) A part-time Employee employed under the provisions of clause 16.3 must be paid for ordinary hours worked at the minimum hourly rate in clause 21 - Salary.

#### **16.4 Casual Employment**

LMW acknowledges the positive impact that secure employment has on Employees and the provision of quality services to the Victorian community.

LMW will give preference to ongoing forms of employment over casual and limited tenure arrangements wherever possible.

Where a Union or affected Employees identify limited tenure or casual employment that is considered not to meet the criteria established in this clause and clause 16.6, the Union or affected Employees will refer the matter to LMW. If the parties cannot resolve the matter, it will be dealt with under clause 15 (Dispute Settling Procedures)

- a) LMW can engage a casual Employee as defined in section 15A of *the Fair Work Act 2009 (Cth)*.
- b) A casual Employee shall receive an additional twenty-five (25) per cent of the appropriate ordinary hourly rate for each hour during which the casual is employed, except for any overtime hours worked, which will be based on the ordinary hourly rate plus overtime penalty but excluding the twenty-five (25) per cent casual loading.
- c) The twenty-five (25) per cent loading in sub-clause 16.4 c) above is in lieu of all paid leaves other than Long Service Leave, Public Holidays not worked and to compensate for the nature of casual work.
- d) A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.



## 16.5 Casual Conversion

LMW will make offers for casual conversion in accordance with, and subject to the terms of, the *Fair Work Act 2009* (Cth).

### Right to request casual conversion

- a) A person engaged by the particular employer as a regular casual Employee may request that their employment be converted to full-time or part-time employment.
- b) A regular casual Employee is a casual Employee who has in the preceding period of twelve (12) months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time Employee or part-time Employee under the provisions of this Agreement.
- c) A regular casual Employee who has worked equivalent full-time hours over the preceding period of twelve (12) months' casual employment may request to have their employment converted to full-time employment.
- d) A regular casual Employee who has worked less than equivalent full-time hours over the preceding period of twelve (12) months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- e) Any request under clause 16.5 must be in writing and provided to LMW.
- f) Where a regular casual Employee seeks to convert to full-time or part-time employment, LMW may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- g) Reasonable grounds for refusal include that:
  - 1. it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of this Agreement—that is, the casual Employee is not truly a regular casual Employee as defined in sub-clause 16.5 b);
  - 2. it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next twelve (12) months;
  - 3. it is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next twelve (12) months; or
  - 4. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next twelve (12) months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

- i) Where LMW refuses a regular casual Employee's request to convert, LMW must provide the casual Employee with LMW's reasons for refusal in writing within twenty-one (21) days of the request being made.
- j) If the Employee does not accept LMW's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 15 – Dispute settling procedure. Under that procedure, the Employee or LMW may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- k) Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in clause 16.5, LMW and Employee must discuss and record in writing:
  - 1. the form of employment to which the Employee will convert – that is, full-time or part-time employment; and
  - 2. if it is agreed that the Employee will become a part-time Employee, the matters referred to in clause 16.3.
- l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- m) Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of LMW.
- n) A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 16.5.
- o) Nothing in clause 16.5 obliges a regular casual Employee to convert to full-time or part-time employment, nor permits the Employer to require a regular casual Employee to so convert.
- p) Nothing in clause 16.5 requires the employer to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.
- q) The employer must provide a casual Employee, whether a regular casual Employee or not, with a copy of the provisions of clause 16.5 within the first twelve (12) months of the Employee's first engagement to perform work. In respect of casual Employees already employed LMW must provide such Employees with a copy of the provisions of clause 16.5.
- r) A casual Employee's right to request to convert is not affected if LMW fails to comply with the notice requirements in sub-clause 16.5 q).

## **16.6 Limited Tenure Employment**

- a) A limited tenure Employee may be engaged for any fixed period not exceeding three (3) years to work in accordance with the provisions of this Agreement.
- b) The employment of any such person may, by agreement, be extended in yearly increments up to a maximum of a further three (3) years.

- c) Limited tenure Employees will enjoy the same conditions as full-time Employees, except that such staff shall have no rights to retrenchment payments at the completion of their employment.
- d) Limited tenure employment may be utilised by LMW in circumstances including:
  - 1. The temporary replacement of staff proceeding on extended leave;
  - 2. To meet fluctuating client and staffing needs and unexpected increased workloads;
  - 3. To undertake a specific, but finite task (possibly linked to one off funding);
  - 4. To replace departing staff in a section that is under review for possible structural change;
  - 5. To temporarily fill a vacancy resulting from an Employee undertaking a temporary assignment or secondment;
  - 6. To temporarily fill a vacancy where, following an appropriate selection process, a suitable on-going Employee is not available.
- e) LMW will not use limited tenure contract positions for the purpose of undermining the job security or conditions of full-time ongoing Employees.
- g) Where an Employee has been engaged on a limited tenure basis for more than three years; they were employed through a merit selection process; their performance has been satisfactory; and it is identified that the need for the role is ongoing, the Employee will be offered the role.
- h) LMW will give preference to ongoing forms of employment over casual and limited tenure arrangements wherever possible.

## **16.7 Minimum Employment Period**

LMW may, in recruiting new Employees, require such Employees to normally complete a minimum employment period of up to three (3), but not more than six (6) months.

- a) During the minimum employment period a review of the Employee's performance will occur, and the Employee will have an opportunity to respond to any concerns regarding their performance.
- b) LMW may terminate the Employee by providing one (1) week notice or one (1) week payment in lieu of notice.
- c) At the conclusion of the minimum employment period, the Employee's performance will be further reviewed and the employment status clarified.

## 17 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- a) The employer and Employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of their agreement if:
- b) The agreement deals with 1 or more of the following matters:
- arrangements about when work is performed, including span of hours; or
  - overtime rates; or
  - penalty rates; or
  - allowances; or
  - leave loading
- c) The arrangement meets the genuine needs of LMW and Employee in relation to 1 or more of the matters mentioned in paragraph a)
- d) The arrangement is genuinely agreed to by the employer and Employee; and
- e) The employer must ensure that the terms of the individual flexibility arrangement:
- are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - are as per the *Fair Work Act 2009* section 65; and
  - result in the Employee being better off overall than the Employee would be if no arrangement was made.
- f) The employer must ensure that the individual flexibility arrangement:
- is in writing; and
  - includes the name of the employer and Employee; and
  - is signed by the employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;

**And** includes details of:

- the terms of the Enterprise Agreement that will be varied by the arrangement; and
- how the arrangement will vary the effect of the terms; and
- how the Employee will be better off overall in relation to the terms and conditions of the Employee's employment as a result of the arrangement; and
- states the day on which the arrangement commences.

- g) The employer must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- h) The employer or Employee may terminate the individual flexibility arrangement:
  - by giving no less than twenty-eight (28) days written notice to the other party to the arrangement; or
  - if the employer and Employee agree in writing – at any time.

## 18 FLEXIBLE WORKING ARRANGEMENTS - SPECIFIC CIRCUMSTANCES

- a) The Employer has a genuine commitment to supporting and promoting flexible working arrangements within LMW in a way that balances both individual flexibility and operational requirements.
- b) Flexible working arrangements refer to adjustments to an Employee's usual working arrangements, including but not limited to hours of work, start and finish times, days of work and/or location of work (including working remotely), which will help them to manage their personal circumstances subject to reasonable business needs.
- c) The span of hours in sub-clause 28.1 a) may be altered by up to two (2) hours at either end of the span by agreement. The span may not be altered to be greater than twelve (12) hours and may include weekends at the Employees request.
- d) A request for flexible working arrangements will be considered with the goal of reaching an outcome in which an individual's needs for flexibility are accommodated where possible, consistent with business requirements, industrial obligations and legislative requirements. In the first instance these discussions should generally occur between the Employee and the relevant Manager.
- e) Consideration of any request for flexible working arrangements should include:
  - 1. the Employee's circumstances;
  - 2. the consequences for the Employee of approving or not approving the arrangement;
  - 3. how the need for flexibility can be accommodated without disproportionately impacting operational requirements.
- f) Any request for flexible working arrangements will be considered after appropriate weighing of individual and business needs and full consideration of all the circumstances no later than twenty-one (21) days after the request is made. If the relevant Manager refuses a request for flexible working arrangements, they must provide the Employee with written reasons for the refusal, which should include the factors the Manager considered in arriving at their decision. Reasonable grounds for refusal may include any of the following:
  - 1. that the new working arrangements requested by the Employee would be too costly for the Employer; or
  - 2. that there is no capacity to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee; or
  - 3. that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee; or

4. that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity; or
  5. that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.
- g) If the Employer and Employee reached an agreement under sub-clause 18 d) on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change or changes in working arrangements.
- h) Without limiting any rights or obligations in this Agreement, if an Employee believes that their application for flexible working arrangements has been unreasonably refused on the basis of the written reasons for the refusal as set out by the relevant Manager, the Employee follow clause 15 Dispute Settling Procedures.

## 19 TRANSFER OF BUSINESS

LMW will manage the transfer of business processes, should the need arise, in the following way:

- a) Where Government Policy exists, it shall comply with the requirements of the Government's Policy as it relates to Transfer of Business. This policy does not form part of this Agreement.
- b) In the absence of Governmental Policy covering Transfer of Business, LMW will comply with the following provision:

LMW will not transfer any part of the whole of its business to another employer where that transfer will require the employment by the transferee of any Employee of LMW, during the life of this Agreement, unless that employer acknowledges its obligation under the Act.



## 20 TERMINATION OF EMPLOYMENT

### 20.1 Notice of Termination by LMW

- a) In order to terminate the employment of an Employee other than a casual Employee, LMW shall, unless a differing period is agreed, give the Employee the following notice:

Employee's period of continuous service with LMW	Period of Notice
Not more than one (1) year	One (1) week
More than one (1) year but not more than three (3)	Two (2) weeks
More than three (3) years but not more than five (5)	Three (3) weeks
More than five (5) years	Four (4) weeks

The above periods of notice shall be increased by an additional period of one (1) week where the Employee is over forty-five (45) years of age and has completed at least two (2) years of continuous service with LMW.

- b) Payment in lieu of notice as prescribed in sub-clause 20.1 a) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- c) In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated shall be used.
- d) The period of notice or payment in lieu of notice in this clause shall not apply in the case of dismissal for serious or wilful misconduct or in the case of casual Employees or Employees engaged for a specific period under the Agreement or as prescribed by the Act.

### 20.2 Notice of Termination by the Employee

- a) The notice of termination to be given by an Employee shall be the same as that required of LMW as prescribed in sub-clause 20.1 a), except that there is no requirement on the Employee to give additional notice based on the Employee's age, or any other period by Agreement.
- b) Subject to the financial obligations imposed on LMW by any Act, if an Employee fails to give notice, LMW shall have the right to deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.

- c) No Employee will be disadvantaged with respect to standby and roster penalties that they would have normally earned, should LMW request that they do not serve out their notice period.

### **20.3 Time Off During Notice Period**

Where LMW has given notice of termination to an Employee, the Employee shall be allowed up to one (1) day of time off without loss of pay for each week of the notice period for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with LMW.

### **20.4 Abandonment of Employment**

- a) The absence of an Employee from work for a continuous period exceeding five (5) working days without the consent of LMW and without notification to LMW shall be prima facie evidence that the Employee has abandoned his/her employment.
- b) If, within a period of fourteen (14) calendar days from the Employee's last attendance at work, or the date of the Employees last absence in respect of which notification has been given or consent has been granted, an Employee has not established to the satisfaction of LMW that the absence was for reasonable cause, the Employee shall be deemed to have abandoned their employment.
- c) Abandonment of employment constitutes grounds for termination by the Employer if the employment has not otherwise ended.
- d) If the employer terminates an Employees employment due to abandonment as described in sub-clause 20.4 b), the Employee will be provided notice of termination in accordance with sub-clause 20.1 a) of the Agreement. Termination of employment will operate from the date of the issue of the Notice.

### **20.5 Redeployment/Redundancy**

- a) Where a decision is made by LMW, which will result in a change in work requirements or where work is no longer performed, and as a result the Employees position becomes excess to requirements, consultation with the Employee will occur to endeavour to redeploy the Employee to another position if a suitable vacancy exists.
- b) If the Employee is unsuccessful in being redeployed or appointed to a new position and no suitable vacancy exists, the Employee shall be retrenched and shall be eligible for the redundancy package available at the time of the redundancy as prescribed by the State Government Public Sector Industrial Relations Policies or its replacement.
- c) If the departure is of a Non-Voluntary nature, the Employee shall be given access to counselling and provided with assistance as outlined in the clause dealing with Time Off During the Notice Period. Where Voluntary departure packages are being considered, Employees may be provided with job search assistance and access to financial advice upon request.

## **20.6 Statement of Employment**

LMW shall, upon receipt of a request from an Employee whose employment has terminated, provide to the Employee a written statement specifying the period of their employment, the classification of or the type of work performed by the Employee and the basis of the termination.

## 21 SALARY

### 21.1 Quantum and Timing

- a) The following salary rates shall be payable to Employees from 5 October 2021:

	A	B	C	D	E
1	55,100	58,349	61,596	64,848	68,100
2	68,100	71,437	74,773	78,109	
3	79,779	83,255	86,730		
4	90,221	94,843	99,467		
5	101,278	105,503	109,730		
6	111,754	114,790	117,829		
7	119,072	122,484	125,896		

- b) A further 2.0% increase in salary for all Employees covered by this Agreement will take effect from 1 July 2022 and will be paid in the first full pay period on or after 1 July 2022.

	A	B	C	D	E
1	56,202	59,516	62,828	66,145	69,462
2	69,462	72,866	76,269	79,672	
3	81,375	84,921	88,465		
4	92,026	96,740	101,457		
5	103,304	107,614	111,925		
6	113,990	117,086	120,186		
7	121,454	124,934	128,414		

- c) A further 2.0% increase in salary for all Employees covered by this Agreement is to be paid from the first full pay period on or after 1 July 2023.

	A	B	C	D	E
1	57,327	60,707	64,085	67,468	70,852
2	70,852	74,324	77,795	81,266	
3	83,003	86,620	90,235		
4	93,867	98,675	103,487		
5	105,371	109,767	114,164		
6	116,270	119,428	122,590		
7	123,884	127,433	130,983		

- d) A further 2.0% increase in salary for all Employees covered by this Agreement is to be paid from the first full pay period on or after 1 July 2024.

	A	B	C	D	E
1	58,474	61,922	65,367	68,818	72,270
2	72,270	75,811	79,351	82,892	
3	84,664	88,353	92,040		
4	95,745	100,649	105,557		
5	107,479	111,963	116,448		
6	118,596	121,817	125,042		
7	126,362	129,982	133,603		

- e) For Employees classified in the above structure who are on a salary at the time of the commencement of the Agreement or during the life of the Agreement that is above their classification salary, this over the classification salary shall be paid and shall remain fixed until their substantive classification salary exceeds the over the classification rate.

## **21.2 Top of Band payment**

- a) An Employee at the top of their Band may be entitled to a lump sum payment of 1% of the Employee's salary in the third year of the Agreement and continuing annually.
- b) To qualify for this payment an Employee must;
  - Have a finalised appraisal assessment based on their PDP for a particular year, including successful completion of all four appraisals throughout the PDP cycle for that year within the set appraisal timeframes that confirms as a minimum;
    - The Employee has met all set performance and development goals and an assessment of exceeding expectations on at least 50% of performance goals.
    - Assessment expectations will be based on LMW's skills and competencies assessment matrix and relevant to the level of position each Employee holds; and
  - Has not been under performance management or disciplined for any performance or behavioural concern/s during the PDP cycle; and
  - Be at their end of band for at least two (2) years
- c) During the Employee validation process held in February, approval for Employees eligibility for top of Band payment is required by The Executive Team and Managing Director.
- d) At any stage of the PDP and/or employee validation process if an Employee is not satisfied then they should discuss this with their Manager and/or General Manager and if not resolved, should engage the People Team to support a resolution.
- e) Where the above criteria are not met in its entirety, the Employee will not be eligible for the lump sum payment and there will be no avenue for review or reconsideration in the event that improved performance is achieved outside the relevant PDP cycle.

## **21.3 Apprentices and Trainees**

- a) Apprentices and Trainees will be employed under the conditions of this Enterprise Agreement.
- b) Apprentices and Trainees shall be paid up to \$500 more than the annual rates of pay prescribed in the Water Industry Award 2020 and National Training Wage (as varied from time to time) each financial year. This will be paid fortnightly on a pro rata basis based on the number of hours worked.
- c) If an apprentice or trainee is successful in obtaining a position with LMW after successful completion of their apprenticeship or traineeship their service period with LMW will be recognised for long service leave accruals.

## **21.4 Payment**

- a) Employees shall be paid fortnightly by electronic funds transfer to an account/s nominated by the Employee and payment will be made by Thursday of the pay week. Where that day falls on a Public Holiday, every endeavor shall be made to make payment on the previous working day, or if this is not achievable, on the next working day. If the public holiday is a Monday, payment will be made after two (2) clear working days. Advice will be provided to Employees when such circumstances arise.
- b) The fortnightly rate shall be calculated by dividing the annual rate of pay by twenty-six (26).
- c) The hourly rate shall be calculated by dividing the fortnightly rate by seventy-six (76).
- d) In the case of part-time Employees, the normal fortnightly rate shall be calculated by multiplying the hourly rate by the fixed hours of duty.
- e) Full-time Employees shall be paid based on an average of a seventy-six (76) hour fortnight to avoid fluctuating wage payments, where an Employee's ordinary hours of work may be more or less than seventy-six (76) in any particular fortnight of the work cycle.
- f) Employees shall receive any additions to their ordinary pay not later than two (2) pays after the event.

## **21.5 Promotion between Bands**

- a) Promotion from one Band to another is not automatic but is dependent upon either:
  - 1. A suitable vacancy being filled in fair and open competition, solely based on merit;
  - 2. A position being reclassified as per Classification / Reclassification procedure;
  - 3. An Employee successfully requesting a reclassification of their position and that request being approved by Managing Director. The request must be in writing and must be justified to the satisfaction of their General Manager and the Managing Director.
  - 4. This also applies to broad banded positions as identified.
- b) Upon promotion Employees shall normally commence at the next highest salary point.

## **21.6 Progression within Bands**

- a) Progression from one increment level to the next increment level within each Band is not automatic. Employees shall be eligible for progression upon satisfactory completion of all of the following:
  - 1. Acquisition and satisfactory utilisation of new or enhanced skills which are required by LMW; and

2. Meeting established annual performance plan objectives, including the satisfactory completion of identified learning and development activities; and
  3. Demonstrated Learning and Development and satisfactory service over a minimum period of twelve (12) months at each level within the Band; and
  4. Upon agreement from the Managing Director and relevant General Manager, LMW may make any reasonable adjustment within Bands.
- b) Provided that progression to increment level 1E shall only be available for Civil Maintenance Employees or others approved by the Managing Director who are required, and who regularly undertake rostered standby duties. Any Employee who is classified at this increment who for whatever reason (excepting approved leave absences) ceases to perform rostered standby duties, shall revert to increment level 1D as their salary classification.

### **21.7 Higher Duties**

Where an Employee is required by management to undertake the full duties of a higher classification under this Agreement for a period of:

- a) One day or more for Employees acting in a first line supervisory capacity, ie. Supervisors or Team Leaders where a primary function of the position is to allocate tasks to a workgroup on a daily basis.
- b) Employees who are authorised to perform the duties of a job in the next highest band shall be paid one (1) additional hour at their ordinary rate, for each eight (8) hours worked, provided that such payment does not exceed the rate of the Employee being relieved.
- c) Employees who are authorised to perform the duties in a position two (2) bands or more above their band shall be paid one and half (1.5) additional hours at their ordinary rate, for each eight (8) hours worked, provided that such payment does not exceed the rate of the Employee being relieved.
- d) Higher duties payments will apply from when such duties commence. Public holidays and weekends will not interrupt consecutive days. Standby and call outs, will not be paid at Higher Duties rates.
- e) Provided that this sub-clause shall not apply to Employees undertaking recognised on the job training and/or skill development in the band immediately above their substantive Band for an agreed period.

### **21.8 Salary Sacrifice and Salary Packaging**

Salary sacrifice is available to Employees covered by this Agreement for the following;

- a) Compulsory Employee superannuation contributions, where permitted by the relevant superannuation scheme and state government legislation, provided that any additional superannuation contribution tax is borne by the Employee; and
- b) Additional superannuation contributions to accumulation funds.



- c) Salary sacrifice to Government defined benefit superannuation schemes must be in accordance with relevant Government legislation.

## 22 TALENT MANAGEMENT AND PERFORMANCE

LMW is operating in a competitive environment, with a regulatory overview, where high levels of performance are crucial to the success of the business. LMW recognises Talent Management as a critical component of maintaining Employee engagement and supporting the growth and development of its people.

LMW's Talent Management Framework is an integrated model providing a varied and flexible approach to our Employee's performance and development needs. Managers and Employees will work together to plan and monitor progress towards achieving key organisational performance targets as defined in LMW's Strategic Plan, Corporate Plan and Water Plan.

- a) Employees shall participate in an annual performance and development plan in accordance with LMW's Talent Management Framework. Plans will include performance and development goals to be achieved within a 12-month period.
- b) Performance goals are negotiated between the Employee and their direct manager. Support to negotiate appropriate goals may be provided from the People Team or a more senior manager during the performance cycle.
- c) Performance goals must be consistent with the work value of the Employees classification.
- d) Development goals will be consistent with the principles of LMW's 70/20/10 Learning and Development Model as described in LMW's Talent Management Framework and Learning and Development procedure.
- e) Formal and informal reviews will take place on a quarterly basis within the performance cycle and the PDP can be altered during the performance cycle by agreement.
- f) Managers and Employees commit to engage in LMW's Talent Management Framework to achieve a range of outcomes including but not limited to;
  - 1. Providing valuable feedback to Employees to assist Employees to understand their level of performance and how they contribute to the achievement of business objectives.
  - 2. Assist in identifying Employee learning and development needs.
  - 3. Provide valuable feedback to help people managers to understand how to support their Employees to improve performance and achieve their career aspirations.
  - 4. Identify suitable successors to critical positions and develop succession plans to support the current and future skill requirements of the organisation.
  - 5. Promote the use of Acting arrangements and Secondment opportunities to develop Employees for future career progression.
  - 6. Ensure skill and knowledge transfer between Employees.

7. Support reward and recognition for Employees where performance consistently exceeds expectations of their position.
- g) Should an Employee and their People Manager not agree on the outcome of the review, then an independent General Manager or a suitably trained member of the People Team will review the outcome and support both parties to reach agreement or negotiated way forward.

## 23 LEARNING AND DEVELOPMENT

- a) LMW is committed to providing on-going training to Employees to increase efficiency and productivity and to enhance skill development and career opportunities for Employees.
- b) Learning and development will be developed between Employees and their People Managers in conjunction and with the approval of the Employees General Manager. Such training must be relevant to the functions of LMW and be likely to increase the efficiency and individual development of the Employee.
- c) Training may occur either inside or outside ordinary work hours depending on the practicability and availability of the training provider. Where attendance at training seminars and conferences out of hours is voluntary it is unpaid time.
- d) Travel time outside of ordinary work hours associated with attendance at training, seminars, conferences etc. is unpaid time and is subject to OHS requirements. For accredited training, where the training is an inherent requirement of the role, time in lieu will be granted, this time in lieu cannot be cashed out and must be used within six (6) months.

Refer to clause 37.6 to access Study Leave.

## 24 PROFESSIONAL MEMBERSHIPS AND REGISTRATIONS

LMW recognises the benefits of supporting Employees to engage with and maintain professional membership within the discipline in which they are employed with LMW.

Professional organisations promote quality standards, professional development and provide activities and services to support service excellence across the specific sector. For example Engineering Australia, Australian Human Resource Institute (AHRI), Certified Practising Accountant (CPA).

LMW will provide financial support to cover the costs of the annual professional membership for an Employee where it is a mandatory requirement of the role in which the Employee is employed. Where an Employee is identified as a potential successor within the next 1-3 years to a role which has a mandatory requirement for professional membership LMW may provide financial support up to the value of \$500 per year toward the annual membership fees as part of the Employees continued development.

LMW is committed to ensuring that all professional engineers employed by the business who are providing professional engineering services as described by the *Professional Engineers Registration Act 2019* will be registered or be under the direct supervision of a Registered Professional Engineer.

Where professional engineering services accreditation is referenced as a requirement (essential) in the position description for a particular role, LMW will meet the cost of the registration fee. Where an Employee identified as a potential successor within the next 1-3 years to a position which requires engineering Registration LMW may provide financial support to reimburse an Employee for the registration on an annual basis.

Where LMW provides financial support to reimburse an Employee's professional membership or Engineering Registration Employees must demonstrate the following in each year the reimbursement is claimed;

- a) At least satisfactory performance and achievement of agreed development activities in their annual PDP.
- b) Knowledge sharing with LMW, peers and colleagues in a way which supports best practice within the specific discipline.

Contribution to improvements in LMW policy, process or system within the specific discipline which improves business or customer outcomes.

## 25 UNSATISFACTORY PERFORMANCE

LMW is committed to providing a fair and consistent approach to managing disciplinary and corrective action across the organisation for unsatisfactory performance or behaviour.

LMW is committed to ensuring it meets its statutory obligations and adheres to the principles of procedural fairness and natural justice, including, but not limited to the following:

- a) the right to a fair hearing including adequate notice of what is alleged and a reasonable opportunity to respond to allegations.
- b) the right to an unbiased process of judgement.
- c) the right to representation, including union representation, at any stage throughout the process, so long as this does not lead to an unreasonable delay.

Disputes arising from a process under the LMW Misconduct and Underperformance Guidelines will be managed accordance with clause 15 Dispute Settling Procedures.

### 25.1 Unsatisfactory Behaviour / Work Performance

- a) This procedure will be applied where LMW considers an Employee is not satisfactorily performing duties or for reasons of alleged misconduct. This includes inefficiency, neglect of duty, absenteeism, lack of punctuality, reasonable standards of dress, grooming and personal hygiene, non-adherence to instructions, procedures and policies, and poor work performance.
- b) All steps in this procedure will be carried out in private, in the presence of a witness who will record details of the interview and, if desired by the Employee, a representative.
- c) The People Manager will discuss the matter with the Employee in an effort to ascertain reasons and formulate or recommend an outcome. If the outcome is not agreed the Employee shall be warned and counselled by the People Manager and the unsatisfactory behaviour will be defined and its deficiencies explained to the Employee. The Employee has a right of reply which will be duly considered. Corrective action and a satisfactory level of performance will be specified to the Employee. Details of the warning and interview shall be recorded and the Employee shall be given the opportunity to comment on the warning and this statement will be placed on the Employees personnel file.
- d) If the Employee's work performance does not reach a defined satisfactory level, the Employee will again be warned and counselled and details of the written warning and interview shall be recorded. Details shall be placed on the Employees personnel file. The Employee shall be given the opportunity to comment on the warning and this statement will also be placed on the Employees personnel file.
- e) A monitoring period not exceeding one (1) month shall be set for review of performance.

- f) If no improvement in performance is demonstrated or a repeat occurrence of the matter under review occurs within the subsequent six (6) months, a final written warning will be issued and details of the interview shall be recorded. Details shall be placed on the Employees personnel file. The Employee shall be given the opportunity to comment on the warning and this statement will also be placed on the Employee's personnel file. It shall be clearly explained that the Employee's continuing employment is under review and unless improvement is demonstrated, within a specified period, then employment may be terminated.

## **25.2 Misconduct**

Misconduct includes, without limiting its generality:

- malingering;
- neglect of duty;
- fraud or embezzlement;
- malicious damage of LMW or its customers property;
- violating the Victorian Public Sector Commission Code of Conduct for Victorian Public Sector Employees or a serious breach of LMW's Equal Employment Opportunity or Occupational Health and Safety requirements;
- continued misuse of financial delegation;
- assault;
- theft;
- drunkenness;
- unauthorised consumption of alcohol or being under the influence of illegal drugs during working hours;
- misuse of LMW vehicles, being absent from the work area without permission; or
- refusal to carry out lawful directions.

It is a single deliberate act which may lead to summary dismissal. It will be the subject of immediate action by LMW as detailed below:

- a) A thorough investigation will be held, during which time the Employee may be suspended with pay and shall not continue working. The Employee or their staff or Union representative shall be advised of any rights they may have regarding summary dismissal.
- b) The onus of proof will be on LMW to substantiate that the conduct is sufficient to warrant dismissal. The Employee shall be given the opportunity to explain the conduct.
- c) LMW will document all relevant details including the date, nature of offence and the Employees response to any warnings or charges of misconduct.

- d) LMW will provide all details, unless otherwise bound by legislation of any documentation relating to charges of misconduct to the Employee. Where an Employee is subject to a disciplinary investigation or process they may be assisted throughout the process by a person of their choosing.
- e) If summary dismissal is not warranted alternative disciplinary action may be taken and a final warning may be issued.



## 26 WORKLOAD

- a) Where an individual or group of individuals believe that there is an unreasonable allocation of work leading to staff being overloaded with work, the individual or group of individuals concerned can seek to have the allocation reviewed by LMW to address the staff concerns.
- b) The request must be made in writing and set out specific details of the workload of the Employee or group of Employees and the reasons why the workload is considered unreasonable.
- c) On receipt of a request by an Employee or group of Employees under this clause, LMW must notify a People Manager and give the Employee a written response within twenty-one (21) days, stating whether LMW agrees to or refuses the request.
- d) If LMW refuses the request for a review, the written response must include details of the reasons for the refusal.
- e) If LMW agrees to the request, a review of the workload of the Employee or group of Employee's will be conducted.
- f) Following the completion of the review, the Employee or group of Employees and LMW shall agree on any necessary adjustments that are required to be implemented to ensure the workload for the Employee or group of Employees is reasonable.

## 27 BENEFITS

### 27.1 Recognition of Service

- a) Recognition of years of service awards will be presented to Employees who have attained the number of continuous years of service detailed below:
- 10 years' service - A service certificate and \$100 personalised gift
  - 20 years' service - A service certificate and \$200 personalised gift
  - 30 years' service - A service certificate and \$300 personalised gift
  - 40 years' service - A service certificate and \$400 personalised gift
  - 50 years' service - A service certificate and \$500 personalised gift
- b) Continuous service is defined as ongoing employment whereby the Employee was never dismissed or terminated for any reason for any period of time.
- c) A term of absence by an Employee on parental leave will be included as part of the term of service.

### 27.2 Personal Expenses

Where LMW requires an Employee in the course of their duties to be absent overnight or to travel outside of their respective region to attend meetings, seminars, conferences and training sessions the Employee shall be eligible for an approved meal and/or incidental allowance/s. Accommodation where required and meal/incidental expenses shall be paid in accordance with LMW's Authorised Employee Travel (Within Australia) Policy.

Australian Taxation Office Rates shall be reviewed annually.

### 27.3 Travel

- a) Employees who are required to travel in the performance of their job or to work at a location other than their area starting point shall be provided with transport or shall be reimbursed as in accordance with LMW's Authorised Employee Travel (Within Australia) Policy or granted Time in Lieu by agreement.
- b) For travel to and from alternative work regions beyond ordinary hours, Employees will be paid a travel time allowance computed at the ordinary time earnings rate for prescribed journey times. Excess time occupied in such travel shall not be counted for payment. This sub-clause does not apply to travelling related to air travel, training, after hours on-call/standby or to Employees recalled to work overtime.
- c) To facilitate flexibility of the workforce, Employees agree to start work at the following LMW work sites, within their area at the rostered start time:
1. Sunraysia Employees (all Mildura, Red Cliffs, Merbein, Koorlong and Irymple district locations);
  2. Robinvale Employees (all Robinvale locations);
  3. Swan Hill Employees (all Swan Hill, Nyah/Nyah West, Piangil, Woorinen and Lake Boga locations);

4. Kerang Employees (all Kerang, Koondrook and Murrabit locations).
- d) Provided that, LMW may agree that an Employee use a private (comprehensively insured, registered and roadworthy) vehicle and be reimbursed at the Australian Taxation Office Private Vehicle reimbursement rates (rates for vehicle age up to five (5) years) as published annually in June, for kilometres travelled in excess of those travelled to their normal starting point.

#### **27.4 Child Care Arrangements**

- a) LMW recognises the needs of Employees with family responsibilities and the right to address those responsibilities without conflict between work and home.
- b) The parties are committed to conditions of work that assist Employees with family responsibilities to effectively discharge both responsibilities.
- c) Where Employees are required by LMW to work outside their ordinary hours of work and where less than twenty-four (24) hours' notice of the requirement to perform such work has been given by LMW, the Employee will be reimbursed for reasonable non-Government rebated childcare expenses incurred. Evidence of expenditure incurred by the Employee must be provided to LMW as soon as possible thereafter.

#### **27.5 Employee Assistance Program**

LMW will provide access to confidential professional assistance for all Employees in accordance with LMW's Employee Assistance Program Policy.

#### **27.6 Employee support and debriefing - "Critical Incident"**

- a) LMW will provide support and debriefing to Employees who have experienced a "critical incident" during the course of the work that results in personal distress. LMW is committed to assisting the recovery of Employees experiencing normal distress following a critical incident with the aim of returning Employees to their pre incident level of functioning as soon as possible.
- b) A critical incident is defined as an event outside the range of usual human experience which has the potential to easily overcome a person's normal ability to cope with stress. It may produce a negative psychological response in an Employee who was involved in or witnessed such an incident.
- c) Critical incidents in the workplace environment include, but are not limited to:
  1. aggravated assaults;
  2. robbery;
  3. suicide or attempted suicide;
  4. murder;
  5. sudden or unexpected death;
  6. hostage or siege situations;

7. discharge of firearms;
8. vehicle accidents involving injury and/or substantial property damage;
9. acts of self-harm by persons in the care of others;
10. industrial accidents involving serious injury or fatality;
11. an incident or occurrence resulting from the provision of family violence support to customers or staff; and
12. any other serious accidents or incidents.

### **27.7 Superannuation**

- a) Superannuation will be paid in accordance with the relevant legislative requirements to the Employee's choice of complying superannuation fund (regardless of the age of the Employee).
- b) Should the Employee not nominate a choice, LMW will make superannuation contributions into the default fund - Vision Super. Employees are to direct superannuation enquiries to their selected superannuation fund.

### **27.8 Employer contributions in respect of Primary Caregiver Parental Leave**

An Employee is entitled to have superannuation contributions made in respect of the period of the Employee's Primary Caregiver Parental Leave which occurs on or after the start of this agreement.

- a) The Employer will pay the superannuation contributions as a lump sum to the Employee's fund as provided for in sub-clause 27.7 a).

The lump sum payment will be made on or before the first superannuation guarantee quarterly payment due date following the Employee's return to work at the conclusion of their Primary Caregiver Parental Leave.

The quantum of superannuation contributions payable under this clause will be calculated based on:

1. The number of weeks of Primary Caregiver parental leave taken by the Employee, capped at fifty-two (52) weeks; and
2. The Employee's weekly pay calculated in accordance with clause 32.25 of the Agreement; and
3. The applicable contribution rate under the *Superannuation Guarantee Administration Act 1992* (Cth) at the time the payment is made.

## 28 HOURS OF WORK

### 28.1 Ordinary Hours

- a) The ordinary hours of work shall be one hundred and fifty two (152) each twenty-eight (28) calendar days and shall be worked flexibly between the hours of six (6) am and six (6) pm, Monday to Friday. Provided that the ordinary hours shall be not more than twelve (12) each day to be worked continuously, subject to meal break requirements.
- b) An Employee shall not be required to work any more than eighty (80) hours in any fortnight, unless mutually agreed.
- c) Ordinarily the ordinary days of work shall be worked flexibly and average nineteen (19) work days on and nine (9) days off each twenty eight (28) calendar days. Provided that the period of the work cycle may be extended by agreement and there shall be reconciliation at the end of the work cycle.
- d) Employees shall record their hours of work to the nearest fifteen (15) minutes.
- e) LMW will endeavour to provide reasonable notice of a variation of a time of commencement and/or meal break.
- f) Should LMW propose any alteration of ordinary hours or regular rosters of work, the Corporation shall consult as per clause 10.

### 28.2 Rostered Days Off

- a) Full-time Employees are required to work 40 (forty) hours per week on average, of which thirty-eight (38) hours will comprise normal weekly hours with 2 (two) hours allocated as accrual towards Rostered Days Off (RDO's).  
  
Departure from this practice will only be approved by the Managing Director where there is no adverse impact on the needs of the work section involved.
- b) Employees will be required to take Rostered Days Off when scheduled to do so, where work section planning has priority. On approval by the People Manager, Employees may exchange the date of a RDO with another Employee.
- c) Where not affecting the work section, and provided customer service is not affected, other Employees may take RDO's at non-rostered times during the relative four (4) week period, subject to approval by their People Manager.
- d) Accruals of RDO's are limited to five (5) days unless special circumstances exist which is pre-arranged and approved by the relevant General Manager. Any such pre-arrangement will not exceed ten (10) days, and will specify the maximum number of days approved, and the anticipated dates when the excess days will be utilised.
- e) Once five (5) RDO's have accumulated Employees will have four weeks to take those days. At the end of the four-week period any remaining days will be paid out at ordinary rate of pay.

- f) In the case of pre-arranged days in sub-clause 28.2 d), that have not been utilised by the anticipated dates without legitimate reason and adequate written notice having been given by the General Manager, the excess days will be paid out at ordinary rate of pay.
- g) By agreement Employees may relinquish their entitlement to RDO's in exchange for an RDO Conversion Allowance equivalent to two (2) hours pay weekly at the prevailing ordinary time earnings rate. Employees who opt for this exchange will then in effect be working twenty (20) days over twenty-eight (28) calendar days during each four (4) week period. Once chosen by an Employee, the arrangement will apply for twelve (12) months or until the conclusion of this Agreement, at the Employees choice.
- h) Annual Leave entitlements for Employees who elect the option outlined in sub-clause 28.3 g) and have it approved, are four (4) weeks (one hundred and sixty (160) hours).
- i) On the production of a certificate of attendance or statutory declaration showing that an Employee was medically unfit on a Rostered Day Off that day's absence shall be allocated to Personal/Carer's Leave.

### **28.3 Start/Finish Times**

- a) The daily start and finish times for each work area (or part thereof) shall be determined and agreed between both the Employer and Employee taking into consideration the nature of the position and the individual work life balance requirements.
- b) In work groups where the work is arranged so that Employees have different starting and finishing times, those times may be changed by agreement between affected Employees and their People Managers to cover short term absences of other Employees and/or to cover individual Employee needs.

### **28.4 Overtime**

- a. All Employees covered by this Agreement must be reasonably available to work planned and unplanned overtime in accordance with the requirements of their work groups.
- b. Where an Employee is required by their People Manager to work overtime (including approved travel time), the Employee shall be paid at the appropriate rate.
- c. LMW may, on any day, require an Employee to work reasonable overtime to ensure the work requirements of LMW and customers are met.

An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- Any risk to the Employee's health and safety;
- The Employee's personal circumstances including any family responsibilities;
- The need of the workplace or enterprise;

- The notice (if any) given by LMW of the overtime and by the Employee of their intention to refuse it; and
  - Any other relevant matter.
- d) Employees required to perform overtime hours on a Monday to Saturday (excluding a Public Holiday) shall be paid for the first three (3) hours of work on any day performed at the rate of time and one half of the ordinary hourly rate and for each hour of work performed thereafter at double the ordinary hourly rate.
- e) Employees required to perform overtime hours on a Sunday (excluding a Public Holiday) shall be paid for each hour of work performed at the rate of double the ordinary hourly rate.
- f) Employees required to perform overtime hours on a Public Holiday shall be paid for each hour of work performed at the rate of double and one half of the ordinary hourly rate.

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

For overtime work on:	Overtime rate (% of ordinary hourly rate)
Monday to Saturday - first three hours	150%
Monday to Saturday - after three hours	200%
Sunday	200%
Public holiday or substituted day	250%

## **28.5 Time Off In Lieu**

Effective from the date of commencement of this agreement:

- a) Time off must be taken:
  - 1. within the period of six (6) months after the overtime is worked; and
  - 2. at a time or times within that period of six (6) months agreed by the employee and employer;
  - 3. as a priority over annual leave, RDO and long service leave balances.
- b) If time off for overtime that has been worked is not taken within the period of six (6) months, the employer must pay the Employee for the overtime, in the next pay period following those six (6) months, at the overtime rate applicable to the overtime when worked.
- c) All time in lieu must be preapproved by the Employees People Manager prior to completing the extra hours.
- d) Time in lieu accrued before the start of this Agreement will be used first.
- e) An Employee and employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- f) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.

**EXAMPLE:** By making an agreement under clause 28.5 an Employee who worked two (2) overtime hours is entitled to two (2) hours' time off.

- g) If the Employee requests at any time to be paid for overtime covered by an agreement under clause 28.4 but not taken as time off, the employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- h) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 28.5 applies has not been taken, the employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

## **28.6 Standby for call out and remote resolve**

- a) The twenty-four (24) hour nature of LMW's business means that service interruptions and system failures can occur outside of normal hours.



- b) Subject to compelling personal circumstances, all Service Delivery and Operations Employees, must be available to participate in standby rosters when requested. Availability means that the Employee will be available continuously outside normal working hours where they can be contacted and able to take up duty within fifteen (15) minutes.

An Employee may refuse to work standby in circumstances where the working of such standby would result in the Employee working hours which are unreasonable having regard to:

- Any risk to the Employee's health and safety;
  - The Employee's personal circumstances including any family responsibilities;
  - The need of the workplace or enterprise;
  - The notice (if any) given by LMW of the overtime and by the Employee of their intention to refuse it; and any other relevant matter.
- c) An Employee rostered to work standby, may swap their rostered day and/or week with another suitably qualified Employee. This swap must be communicated to both Employees People Manager/s. Such a swap may only occur if it is appropriate having regard to fatigue management and it does not result in a breach of the breaks provisions of this Agreement or any additional overtime cost to LMW.
- d) Employees who are rostered to be on standby shall be paid a standby Allowance for being on the seven-day roster. The allowance is as follows:

Standby Allowance	\$ (daily rate) Weekday	\$ (daily rate) Weekend	\$ (daily rate) Public Holiday Mon - Fri
5 October 2021	\$63	\$93	\$107
1 July 2022	\$65	\$95	\$110
1 July 2023	\$67	\$97	\$113
1 July 2024	\$69	\$99	\$116

Where Employees are on Standby on a Public Holiday occurring between Monday and Friday, they will be paid at the daily standby rate + the Public holiday rate.

**Remote Resolve:**

- f) If an Employee who is rostered on standby receives a call/alarm which requires a response, the Employee shall determine if the situation can be **resolved remotely**. Where the Employee logs on and remotely resolves the issue, the Employee shall be paid the applicable rate (see below sub-clause 28.6 h) for a minimum payment of one hour or the time taken to resolve the issue. The one (1) hour minimum payment requirement shall not apply to subsequent calls requiring remote resolves which are received within the one hour since an earlier call or before the Employee ceases working - this will be treated as continuous work. Calls requiring remote resolves which are received during a three (3) hour minimum payment period for on-site work (as per below sub-clause 28.7 h) will similarly be treated as continuous work and not attract a minimum payment.
- g) If the Employee decides that the issue or issues cannot be resolved remotely the Employee will attend site. The calculation of the minimum three (3) hour payment for on site work (as per below) will be taken from the time of the original call/alarm notification.
- h) **On site work:** Where an Employee on standby is called out to perform **on site work**, they will be paid for a minimum of three (3) hours work for each call out, including travel time, at the appropriate rate provided:
- the call out occurs more than three (3) hours since a previous call out; and
  - the Employee has returned to their place of residence since receiving a previous call out.
- i) Where an Employee on standby is required to respond to a call, the rates for both remote and on-site work shall be:
1. Monday to Saturday at time and a half for the first three (3) hours on any day and double time thereafter and for subsequent calls involving work outside of the initial three (3) hour period;
  2. Sunday at double time;
  3. Public holidays between the normal start and finish times for the section involved at the rate of time and a half. For calls outside of these hours on public holidays, payment at double and one half of the ordinary hourly rate.
- j) Work performed by Employees on standby in response to calls that crosses over Saturday and Sunday is to be paid at prescribed rates for actual hours worked. However, payments made not for time worked but in accordance with the one hour or three (3) hour minimum payment requirements will be paid at the Saturday rate. Example - Call out at 11pm on a Saturday where the actual length of call out is two hours (23:00 to 01:00) and the minimum three (3) hour payment rule applies: the Employee will be paid for the hour work on the Sunday at double time and two (2) hours at time and a half.

## **28.7 Rest Periods on Overtime/Call outs and Remote Resolves (Not Applicable to Shift Workers)**

- a) All provisions in clause 28.4 overtime, and clause 28.6 standby are subject to the Employee being able to work safely upon returning to work and wherever reasonably practical, planned work shall be arranged so that an Employee has at least the minimum required rest break. There will be no prejudice or pressure on Employees to continue working where the Employee believes they are at risk due to fatigue.
- b) An Employee is entitled to a rest period of eight (8) consecutive hours prior to performing their ordinary hours of work after they have worked overtime for more than one (1) hour but less than two (2) hours either consecutively or as an aggregate where such overtime is between the work of successive days.
- c) An Employee is entitled to a rest period of ten (10) consecutive hours prior to performing their ordinary hours of work after they have worked overtime for two (2) hours or more, either consecutively or as an aggregate where such overtime is between the work of successive days. Such ten (10) consecutive hours off duty will be without loss of pay for the ordinary working time occurring during such an absence.
- d) Employees who are recalled to duty to remotely resolve on more than two occasions between the hours of 11pm and 6am on Sunday to Friday shall be released from duty after the completion of such overtime until an eight-hour break has been taken without loss of pay for the ordinary working time occurring during such absence.
- e) Employees working less than one (1) hour consecutively will be entitled to a delayed start of one (1) hour unless recalled to duty as per sub-clause 28.7 d).
- f) The ten (10) or eight (8) hour rest period will commence from the completion of such overtime and is inclusive of any unpaid meal break that would have been applicable if an Employee undertook their normal shift.
- g) If on the instructions of the Employees People Manager an Employee resumes or continues work without having had ten (10) or eight (8) consecutive hours off duty as the case may be, they will be paid at double time their ordinary rate of pay until released from duty for such a period, and will then be entitled to be absent until they have had ten (10) or eight (8) consecutive hours off duty as the case may be, without loss of pay for ordinary working time occurring during such absence.
- h) It is the responsibility of the Employees People Manager to instruct an Employee to take their entitled rest period if that Employee returns to work not having had the required rest period, and the People Manager is aware of the Employees return.
- i) Where an Employee on standby poses a health and safety risk as determined by the Employee or the People Manager and has had the minimum break set out in this clause, they may further adjust their required start time without loss of pay. The Employee must notify their manager.

- j) Where an Employee has worked on so many call outs that their People Manager determines they should not complete further rostered standby time on fatigue management grounds, they will continue to receive the standby allowance as rostered and the replacement Employee will also be paid the standby allowance and call out rates in accordance with this Agreement.
- k) An Employee will take the required rest breaks in accordance with their People Manager's instructions.
- l) It is the responsibility of an Employee who intends to commence work at a time later than their ordinary start time, due to that Employee taking a rest period in accordance with this sub-clause, to notify their People Manager as soon as possible of such absence and revised starting time.
- m) Rest periods do not apply where the Employee has been called out any time during the period three (3) hours before their normal commencement time.
- n) An Employee who gets "called out" up to three (3) hours prior to their normal start time will have the option if their People Manager agrees to treat the call out time as the commencement of ordinary hours and finish at the completion of eight (8) hours work.

#### **28.8 Meal Break/Allowance (Not Applicable to Shift Workers)**

- a) A meal break shall be of an agreed duration of not less than thirty (30) minutes or greater than sixty (60) minutes.
- b) Employees may be required to work in excess of five (5) hours but not more than six (6) hours at ordinary rates of pay without a meal break.
- c) A meal break of agreed duration shall be taken and a Meal Allowance shall be paid if more than two (2) hours before or after the normal start/finish hours are worked, or following each four (4) consecutive hours whilst on call out and for extended overtime, unless the Employee could have reasonably be expected to return home for the meal.
- d) Where the criteria of c) above has been met, an overtime meal allowance in line with clause 28.8 shall be paid for each break.
- e) Employees (other than Casual and Shift workers) shall be entitled to paid tea breaks of ten (10) minutes each morning and each afternoon. However, work sections may elect to take one twenty (20) minute break daily. Part-time workers will be entitled to a ten-minute paid break each morning if starting at 10 am or prior, and each afternoon if working to 3 pm or later.

## **29 SHIFT WORK**

### **29.1 Introduction**

Should there be any inconsistency between this clause and any other clauses in this Agreement, the provisions of this clause shall take precedence in respect of Employees engaged on Shift Work.

### **29.2 Ordinary Hours**

The ordinary hours of work for a shift worker shall be thirty-eight (38) hours per week averaged over one (1) complete cycle of a roster.

### **29.3 Daylight Saving Changes**

Employees who work through the commencement or cessation of daylight saving shall work without consideration for the lost or gained time.

### **29.4 Designation of Shift Work**

LMW may designate seasonal, annual or other periods of shift work as circumstances require. Employees to be involved in shift work will be advised at least two (2) weeks prior to commencement or finalisation of shift works, unless LMW is required to address an emergency situation.

### **29.5 Roster Establishment and Variation**

- a) The roster of ordinary hours, including the commencing time, the meal break time and the number of hours to be worked on each shift, the roster of days and the number of days to be worked each four (4) weeks, shall be established or may be varied by the relative People Manager in agreement with the majority of Employees in the section concerned.
- b) Any variation to proposed rosters needs to be submitted to the relative People Manager by a majority of the Employees working the roster by 31 July each year.
- c) Changes between rosters of ordinary hours shall not be made within each four (4) week period but may be made at the end of each four (4) week period by consent between the relative People Manager and the majority of Employees in the section concerned or as the result of the roster redesign process.
- d) Individual roster changes must be mutually agreed between the Employees involved and authorised by the People Manager.
- e) Employees aggrieved by roster arrangements may appeal through the Dispute/Grievance Resolution procedure, as outlined in this Agreement.

## **29.6 Breaks, Meals and Change Overs**

- a) The ordinary work cycle of Employees shall provide at least ten (10) hours break between the completion of ordinary hours on one day and the commencement of ordinary hours of duty on the next day.
- b) Where this does not occur overtime rates shall be paid. A separate 100% loading of ordinary rate of pay shall be paid for those hours worked until taking a ten (10) hours break.
- c) Employees will report prior to commencement of a shift in sufficient time to be appraised of the situation by the Employee about to complete their shift. The overlap time for the midnight shift will be paid at normal overtime rates.
- d) Meal Allowances shall not be paid.

## **29.7 Standby**

- a) LMW may require shift workers to perform standby duties, the hours of which shall be pre-arranged.
- b) Shift workers who have completed their shift and are required to be on standby, shall be paid an Allowance of \$10 per four (4) hours. This sum will not be indexed during the Agreement.

## **29.8 Rostered Days Off**

- a) Employees are unable to relinquish their entitlement to RDO's in exchange for a RDO Conversion Allowance in accordance with sub-clause 28.2 g), due to the nature of the shift roster.
- b) An Employee whose rostered day off falls on a public holiday, shall be granted one (1) day's leave in lieu of such holiday.

## **29.9 Annual Leave**

- a) An Employee who regularly works their ordinary hours of duty over seven (7) days a week including Sundays and public holidays shall:
  - 1. Where the Employee performs ordinary duty on at least ten (10) Sundays during the accrual period, be entitled to additional Annual Leave of one (1) week; or
  - 2. Where the Employee performs ordinary duty on less than ten (10) Sundays during the period of leave accrual, be entitled to additional Annual Leave at the rate of one tenth (1/10) of a week in respect of each Sunday so worked.
- b) Provided that rostered Sunday overtime shall be deemed to be counted for the purposes of this sub-clause where such work is of more than three (3) hours duration.
- c) Leave loading does not apply to these hours.

## 29.10 Annualisation of Payments

### Annualised wage arrangements

- a) The employer may pay a full-time Employee an annualised wage in satisfaction, subject to sub-clause 29.10 c), of any or all of the following provisions of the Agreement:
  - 1. clause 21—Salary rates;
  - 2. clause 28.8—Allowances;
  - 3. clause 28.4—Overtime;
  - 4. clause 28.6—Standby ;and
  - 5. clause 31.7—Annual leave loading
- (b) Where an annualised wage is paid the employer must advise the Employee in writing, and keep a record of:
  - 1. the annualised wage that is payable;
  - 2. which of the provisions of this Agreement will be satisfied by payment of the annualised wage;
  - 3. the method by which the annualised wage has been calculated, including specification of each separate component of the annualised wage and any overtime or penalty assumptions used in the calculation; and
  - 4. the outer limit number of ordinary hours which would attract the payment of a penalty rate under the agreement and the outer limit number of overtime hours which the Employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised wage in accordance with sub-clause 29.10 c).
- (c) If in a pay period or roster cycle an employee works any hours in excess of either of the outer limit amounts specified pursuant to sub-clause 29.10 b) 4., such hours will not be covered by the annualised wage and must separately be paid for in accordance with the applicable provisions of this Agreement.

### Annualised wage not to disadvantage Employees

- a) The annualised wage must be no less than the amount the Employee would have received under this Agreement for the work performed over the year for which the wage is paid (or if the employment ceases earlier over such lesser period as has been worked).
- b) The employer must each twelve (12) months from the commencement of the annualised wage arrangement or upon the termination of employment of the Employee calculate the amount of remuneration that would have been payable to the Employee under the provisions of this Agreement over the relevant period and compare it to the amount of the annualised wage actually paid to the Employee.

Where the latter amount is less than the former amount, the employer shall pay the Employee the amount of the shortfall within (fourteen) 14 days.

- c) The employer must keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each Employee subject to an annualised wage arrangement for the purpose of undertaking the comparison required by sub-clause 29.10 b). This record must be signed by the Employee, or acknowledged as correct in writing (including by electronic means) by the Employee, each pay period or roster cycle.

#### **Base rate of pay for Employees on annualised wage arrangements**

- a) For the purposes of the NES, the base rate of pay of an Employee receiving an annualised wage under this clause comprises the portion of the annualised wage equivalent to the relevant rate of pay in clause 21—Minimum rates and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

### **29.11 Special Irrigations**

Special irrigations shall be paid in accordance with Shift Penalties as set out in clause 29.12 below.

### **29.12 Shift Penalties**

- a) Where the ordinary work cycle of an Employee requires the Employee to perform ordinary hours of work on an afternoon or night (that is, between seven (7) pm and six (6) am the next day) on a Monday to Friday, or on a Saturday or Sunday or Public Holiday, the Employee shall be paid one of the appropriate allowances specified below:
1. Employees required to perform afternoon or night work for up to five (5) consecutive afternoons or nights shall be paid an allowance at the rate of an additional thirty (30) per cent of the hourly ordinary rate of pay for each hour of work performed;
  2. Employees required to perform afternoon or night work for more than five (5) consecutive afternoons or nights shall be paid an allowance at the rate of an additional fifteen (15) per cent of the hourly ordinary rate of pay for each hour of work performed;
  3. Employees required to perform ordinary hours on a Saturday (excluding a public holiday) shall be paid an allowance at the rate of an additional fifty (50) per cent of the hourly ordinary rate of pay for each hour of work performed;
  4. Employees required to perform ordinary hours on a Sunday (excluding a public holiday) shall be paid an allowance at the rate of an additional one hundred (100) per cent of the hourly ordinary rate of pay for each hour of work performed;



5. Employees required to perform ordinary hours on a public holiday shall be paid an allowance at the rate of an additional one hundred and fifty (150) per cent of the hourly ordinary rate of pay for each hour of work performed. The Employee may instead of being paid at the rate of an additional one hundred and fifty (150) per cent, elect with the approval of LMW, be paid at an additional fifty (50) per cent for each hour of work performed on public holidays and be granted an additional day of leave in lieu of each such holiday.
- b) For the purposes of this clause, where the ordinary hours of an Employee finish on the day after commencement, the allowances to be paid shall be calculated as if all work was performed on the day it was commenced.

## 30 PUBLIC HOLIDAYS

- a) An Employee, other than a casual Employee shall be entitled to the following Public Holidays without loss of pay:

New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day, Friday before the AFL Finals and Melbourne Cup Day or a day in lieu of such if so prescribed in Victoria Government Gazette.

Transposition:

1. When Christmas Day is a Saturday, an additional holiday will be observed on the next Monday. When Christmas Day is a Sunday, an additional holiday will be observed on the next Tuesday.
  2. When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28th December.
  3. When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.
  4. When Australia Day in a Saturday or Sunday, a holiday in lieu shall be observed on the next Monday.
  5. Where in Victoria a substituted day is declared for Anzac Day, a holiday in lieu thereof shall be observed on that day.
- b) Where in Victoria, public holidays are declared or prescribed in the Government Gazette on days other than those set out in sub-clause 30 a) above, those days shall constitute additional/substitute holidays for this Agreement.
- c) Another day may be substituted for any day prescribed in this clause by prior agreement between LMW and any Employee.
- d) If the period during which an Employee takes a period of paid Personal/Carer's Leave, the Employee is taken not to be paid on paid Personal/Carer's Leave on that public holiday and is entitled to payment for such public holiday at ordinary rate of pay, provided that satisfactory evidence about the reasons for the absence is furnished to LMW by or on behalf of such Employee, if so required by the LMW.

This sub-clause will not apply during a period of unpaid Personal Leave.

- e) Public Holidays occurring during paid leave periods other than Personal/Carer's Leave shall create additional Leave days.

## **31 ANNUAL LEAVE**

### **31.1 Leave Entitlement**

- a) Full-time Employees will normally be eligible for four (4) weeks Annual Leave for each year of service, which shall accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. In the case of full-time Employees who elect the option outlined in sub-clause 28.2 g) of this Agreement their entitlement shall be four (4) weeks. Part-time Employees will receive leave on a pro rata basis.
- b) In utilising this entitlement Employees will be required to have a minimum of two (2) one (1) week or one (1) two (2) week absence from the workplace in each twelve (12) month period. This absence may include Public Holidays and RDOs. Remaining entitlements may be taken in half or more day blocks.
- c) An Employees leave entitlement shall be in addition to any of the Public Holidays prescribed in this Agreement.
- d) LMW will consider operational requirements and the needs of the Employee when assessing applications for annual leave. Approval by the People Manager will not be unreasonably withheld.

### **31.2 Broken Service**

In determining the entitlement of an Employee to Annual Leave, periods of service shall not be regarded where the Employee was absent without pay in excess of two (2) weeks, (four (4) weeks in the case of leave without pay associated with parental leave). There shall be included however, all periods of paid leave and any Public Holidays taken.

### **31.3 Leave to be Taken**

- a) Annual Leave will be given and taken in such period or periods and at such a time or at such times as are mutually convenient to LMW and the Employee and shall not accrue more than eight (8) weeks leave. Employees wishing to accrue more than eight (8) weeks leave will need to prepare in writing, a leave plan including expected dates for leave to be taken and submit to their People Manager for approval.
- c) Other than on Termination or in the case of exceptional circumstances, payment will not be made in lieu of Annual Leave. In the latter case the Employee's remaining accrued Annual Leave entitlement cannot be less than four (4) weeks. Each cashing out of a particular amount of paid Annual Leave must be by a separate agreement in writing between LMW and the Employee.

### **31.4 Annual Close Down**

Notwithstanding anything contained in this Agreement where the Employer decides to close down part or all of the organisation at the Christmas/New Year period, the Employer will give at least two (2) months' notice to the Employees of the intention to do so.

The Employee may access their Annual Leave, RDO or time in lieu balance (if applicable) to cover this period of shut down.

If an Employee does not have sufficient Annual Leave to cover the required number of leave days, they may accrue up to three (3) days negative Annual Leave or take leave without pay. An Employee must return to a positive balance before further Annual Leave can be taken.

Any Employee that is expected to take leave during the shutdown period but wishes to work, will need to seek approval from their General Manager. Approval is subject to there being work available and the needs of the business unit.

### **31.5 Direction to Take Excess Annual Leave**

- a) An Employee must take Annual Leave if directed to do so by LMW where the Employee has an accrued Annual Leave entitlement of eight (8) weeks or more and LMW has provided the Employee with four (4) weeks' notice. Leave is to be taken at time(s) mutually agreeable between LMW and the Employee.
- b) LMW can direct the Employee to prepare and submit a leave plan on how they intend to reduce this entitlement over a specified period. This leave plan shall be approved by the relevant General Manager.
- c) Should the Employee not complete the leave plan or not undertake the leave as authorised in the leave plan then LMW will direct the Employee to take leave on dates as specified by the relevant General Manager until the Annual Leave balance is eight (8) weeks or less.

### **31.6 Excessive leave accruals: request by Employee for leave**

- a) If the Employee has genuinely tried to reach agreement with LMW under sub-clause 31.5 a) but agreement is not reached (including because LMW refuses to confer), the Employee may give a written notice to LMW requesting to take one or more periods of paid Annual Leave.
- b) However, an Employee may only give a notice to LMW under paragraph (a) if:
  - 1. the Employee has had an excessive leave accrual for more than six (6) months at the time of giving the notice; and
  - 2. the Employee has not been given a direction that, when any other paid Annual Leave arrangements are taken into account, would eliminate the Employee's excessive leave accrual.

- c) A notice given by an Employee under paragraph (a) must not:
  - 1. if granted, result in the Employee's remaining accrued entitlement to paid Annual Leave being at any time less than six (6) weeks when any other paid Annual Leave arrangements are taken into account; or
  - 2. provide for the Employee to take any period of paid Annual Leave of less than one (1) week; or
  - 3. provide for the Employee to take a period of paid Annual Leave beginning less than eight (8) weeks, or more than twelve (12) months, after the notice is given; or
  - 4. be inconsistent with any leave arrangement agreed by LMW and the Employee.
- d) An Employee is not entitled to request by a notice under paragraph a) more than four (4) weeks paid Annual Leave (or five (5) weeks paid Annual Leave for a shift worker, as defined by clause 29 Shift Work) in any period of twelve (12) months.
- e) LMW must grant paid annual leave requested by a notice under paragraph a).

### **31.7 Leave Loading**

- a) In addition to the ordinary rate of pay, an Employee is entitled to be paid an Annual Leave loading of 17.5% calculated on the Employee's base rate of pay in addition to payment for Annual Leave.
- b) The payment of this loading shall be made annually as a lump sum payment in the first full pay period in December each year.
- c) The maximum loading payable shall not exceed the amount in respect of the ordinary rate for Band 6 Level C.
- d) This loading shall apply to proportional leave on termination.

### **31.8 Proportionate Leave on Termination**

Any Employee who leaves the employment of LMW after having given the prescribed period of notice or whose services are terminated, shall be paid (or their legal representative in the case of the death of the Employee) the unpaid value of leave accrued to the date of termination.

## 32 PARENTAL LEAVE

### 32.1 Application

- a) Eligible Employees are entitled to parental leave under this clause if the leave is associated with:
1. the birth of a Child of the Employee, the Employee's Spouse or the Employee's legal surrogate or the placement of a Child with the Employee for adoption; and
  2. the Employee has or will have a responsibility for the care of the Child.
- b) An Employee currently on parental leave is not required to return to work in order to access a further period of parental leave under this clause.

### 32.2 Definitions

For the purposes of this clause:

- a) **Eligible Employee means:**
1. a full-time or part-time Employee, whether employed on an ongoing or fixed term basis, or
  2. a Long Term Casual Employee who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- b) **Continuous Service** is work for the Employer on a regular and systematic basis (including any period of authorised leave)
- c) **Child means:**
1. in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse or the Employee's legal surrogate; or
  2. in relation to adoption-related leave and permanent care leave, a child (or children) who will be placed with an Employee, and:
    - who is, or will be, under 16 as at the day of placement, or the expected day of placement;
    - has not, or will not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement, or the expected day of placement; and
    - is not (otherwise than because of the adoption) a child of the Employee or the Employee's Spouse.

- d) **Primary Caregiver** means the person who takes primary responsibility for the care of a newborn or newly adopted Child. The Primary Caregiver is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's Primary Caregiver on a particular day.
- e) **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.
- f) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.
- g) **Grandparent** includes paternal, step or kinship relations of either the mother or father of the child.

### 32.3 Summary of Parental Leave Entitlements

The entitlements summarised in the table below apply to a period of Parental Leave commencing on or the start of this Agreement:

	Paid leave	Unpaid leave	Total
<b>Primary Caregiver</b>			
More than 3 months Continuous Service	16 weeks	Up to 36 weeks	52 weeks
Less than 3 months Continuous Service	0	Up to 52 weeks	52 weeks
Long Term Casual Employee	0	Up to 52 weeks	52 weeks
<b>Secondary Caregiver</b>			
More than 3 months Continuous Service	4 weeks	Up to 48 weeks	52 weeks
More than 3 months Continuous Service <u>and</u> takes over the primary responsibility for the care of the Child within first 78 weeks	An additional 12 weeks	Up to 36 weeks	52 weeks
Less than 3 months Continuous Service	0	Up to 52 weeks	52 weeks
Long Term Casual Employee	0	Up to 52 weeks	52 weeks
<b>Pre-natal leave</b>			
Pregnant Employee	1 week		
Spouse	1 day		
<b>Pre-adoption leave</b>			
More than 3 months Continuous Service	2 days		
<b>Permanent Care Leave</b>			
More than 3 months Continuous Service	16 weeks	Up to 36 weeks	52 weeks
Less than 3 months Continuous Service	0	Up to 52 weeks	52 weeks
<b>Grandparent Leave</b>			
Grandparent Leave	0	Up to 52 weeks	52 weeks



### **32.4 Parental Leave - Primary Caregiver**

- a) An Eligible Employee, who has, or will have, completed at least three (3) months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to fifty-two (52) weeks parental leave, comprising:
  - 1. Sixteen (16) weeks paid parental leave; and
  - 2. up to thirty-six (36) weeks unpaid parental leave.
- b) An Eligible Employee who will be the Primary Caregiver, who has not completed at least three (3) months paid Continuous Service at the time of the birth or adoption of their Child, or a Long Term Casual Employee, is entitled to up to fifty-two 52 weeks unpaid parental leave.
- c) Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:
  - 1. if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child, or
  - 2. if their Spouse has received, or will receive, paid parental leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
  - 3. if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

### **32.5 Parental Leave - Secondary Caregiver**

- a) An Eligible Employee who has, or will have, completed at least three (3) months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to fifty-two (52) weeks parental leave, comprising:
  - 1. four (4) weeks paid parental leave; and
  - 2. twelve (12) weeks Additional paid Secondary Caregiver parental leave, subject to the conditions in clause 32.5, and
  - 3. unpaid parental leave to bring the total available paid and unpaid leave to fifty-two (52) weeks.
- b) An Eligible Employee who will be the Secondary Caregiver, and has not completed at least three (3) months paid Continuous Service at the time of the birth or adoption of their Child, or a Long Term Casual Employee is entitled to up to fifty-two (52) weeks unpaid parental leave.
- c) Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.

- d) An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

### **32.6 Additional paid leave for Secondary Caregiver**

- a) A Secondary Caregiver is entitled to up to an additional (12) weeks' paid leave within the first seventy-eight (78) weeks of the date of birth or adoption of the Child provided that:
  - 1. the Secondary Caregiver assumes primary responsibility for the care of a child, by meeting the Child's physical needs more than anyone else; and
  - 2. the Secondary Caregiver's spouse is not concurrently taking primary responsibility for the care of the Child or receiving paid parental leave, primary caregiver entitlements or a similar entitlement from their employer.
- b) To access additional paid leave, the Employee must have been eligible for paid Secondary Caregiver leave at the time of birth or adoption of their Child, irrespective of when the Employee elects to take the paid leave under this clause.

### **32.7 Pre-Natal Leave**

- a) A pregnant Employee will have access to paid leave totalling up to one (1) week per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.
- b) An Employee who has a Spouse who is pregnant will have access to paid leave totalling up to one (1) day per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.
- c) The Employee is required to provide a medical certificate from a registered medical practitioner confirming that the Employee or their Spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.
- d) The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.
- e) Paid pre-natal leave is not available to casual Employees.

### **32.8 Pre-adoption leave**

- a) An Employee seeking to adopt a Child is entitled to two (2) days paid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- b) An Employee seeking to adopt a Child may also access further unpaid leave. The Employee and the Employer should agree on the length of any unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days unpaid leave.

- c) Where accrued paid leave is available to the Employee, the Employer may require the Employee to take such leave instead of taking unpaid leave under this sub-clause.
- d) The Employer may require the Employee to provide satisfactory evidence supporting the leave.
- e) The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.
- f) Paid pre-adoption leave is not available to casual Employees.

### **32.9 Permanent Care Leave**

An Employee will be entitled to access parental leave in accordance with this clause at a time agreed with the Employer if they:

- a) are granted a permanent care order in relation to the custody or guardianship of a Child pursuant to the *Children, Youth and Families Act 2005* (Vic) (or any successor to the legislation) or a permanent parenting order by the Family Court of Australia, and
- b) will be the Primary or Secondary Caregiver for that Child.

### **32.10 Grandparent Leave**

An Employee, who is or will be the Primary Caregiver of a grandchild, is entitled to a period of up to fifty-two (52) weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee.

### **32.11 Access to parental leave for an Employee whose Child is born by surrogate**

An Employee whose Child is born through a surrogacy arrangement which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic) (or successor instrument), is eligible to access the parental leave entitlements outlined in clause 32.

### **32.12 Continuing to work while pregnant**

- a) The Employer may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:
  - 1. continues to work within a six (6) week period immediately prior to the expected date of birth of the Child; or
  - 2. is on paid leave under sub-clause 32.14 b).
- b) The Employer may require the Employee to start parental leave if the Employee:
  - 1. does not give the Employer the requested certificate within seven (7) days of the request; or
  - 2. gives the Employer a medical certificate stating that the Employee is unfit to work.

### **32.13 Personal/Carer's Leave**

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carers leave in accordance with clause 35.3.

### **32.14 Transfer to a Safe Job**

- a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.
- b) If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take No Safe Job Paid Leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:
  - 1. when the Employee is certified unfit to work during the six-week period before the expected date of birth by a registered medical practitioner; or
  - 2. when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.
- c) The entitlement to No Safe Job Paid Leave is in addition to any other leave entitlement the Employee has.

### **32.15 Special Parental Leave**

Where the pregnancy of an Employee or Employee's spouse not then on parental leave terminates other than by the birth of a living Child, the Employee may take leave for such periods as necessary, as follows:

- a) where the pregnancy terminates during the first twenty (20) weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carers leave entitlements in accordance with clause 35.3;
- b) where the pregnancy terminates after the completion of twenty (20) weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under clause 32.3 and thereafter, to unpaid special maternity leave.

### **32.16 Notice and evidence requirements**

- a) An Employee must give at least ten (10) weeks written notice of the intention to take parental leave, including the proposed start and end dates. If this is not practicable, the notice is to be given as soon as practicable, which may be after the leave has started. At this time, the Employee must also provide a statutory declaration stating:

1. that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate; and
  2. the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
  3. that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- b) At least four (4) weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave or advise the Employer of any changes to the notice provided in clause sub-clause 32.16 a), unless it is not practicable to do so.
- c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person:
1. for birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
  2. for adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the confinement or the placement of a child occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

### **32.17 Commencement of parental leave**

- a) An Employee who is pregnant may commence Primary Caregiver parental leave at any time within sixteen (16) weeks prior to the expected date of birth of the Child. In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.
- b) Secondary Caregiver parental leave may commence up to one week prior to the expected birth or placement of the Child. Where a Secondary Caregiver takes additional paid leave in accordance with clause 32.6, the additional leave will commence on the date the Employee takes on primary responsibility for the care of a Child.
- c) The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.
- d) The period of parental leave for the purpose of calculating an Employee's maximum entitlement to paid and unpaid parental leave will commence from the date parental leave commences or otherwise no later than the date of birth of the child, irrespective of when the Employee elects to use any paid entitlements they may have under this clause.

### **32.18 Rules for taking parental leave entitlements**

- a) Parental leave is to be available to only one parent at a time, except parents may take up to eight (8) weeks leave concurrently with each other, comprising any paid leave to which the Employee may be eligible for under clause 32.3 or unpaid, in connection with the birth or adoption of their Child (Concurrent Leave).
  - 1. Concurrent Leave may commence one (1) week prior to the expected date of birth of the Child or the time of placement in the case of adoption.
  - 2. Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than two (2) weeks, unless the Employer otherwise agrees.
- b) While an Employee's eligibility for parental leave is determined at the time of birth or adoption of the Child, the Employee and Employer may agree to permit the Employee to use the paid leave entitlements outlined in this clause at any time within the first fifty-two (52) weeks of parental leave, or where an extension is granted under sub-clause 32.23 b), within the first seventy-eight (78) weeks where clause 32.6 is invoked or otherwise the first one hundred and four (104) weeks.
- c) Parental leave does not need to be taken in a single continuous period. The Employer and Employee will agree on the duration of each block of parental leave. The Employer will consider their operational requirements and the Employee's personal and family circumstances in considering requests for parental leave in more than one continuous period. Approval of such requests will not be unreasonably refused.

### **32.19 Using other accrued leave in conjunction with Parental Leave**

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under sub-clause 32.23 b).

### **32.20 Public holidays during a period of paid parental leave**

Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday is not to be regarded as part of the paid parental leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

### **32.21 Effect of unpaid parental leave on an Employee's continuity of employment**

Other than provided for in clause 36, unpaid parental leave under clauses 32.4, 32.5, 32.23 and 32.28 shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

### **32.22 Keeping in touch days**

- a) During a period of parental leave, the Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.

- b) Keeping in touch days must be agreed and be in accordance with section 79A of the FW Act.

### **32.23 Extending parental leave**

- a) Extending the period of parental leave where the initial period of parental leave is less than fifty-two (52) weeks.
  - 1. An Employee, who is on an initial period of parental leave of less than fifty-two (52) weeks under clause 32.4 or 32.5, may extend the period of their parental leave on one occasion up to the full fifty-two (52) weeks entitlement.
  - 2. The Employee must notify the Employer in writing at least four (4) weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.
- b) Right to request an extension to parental leave beyond the initial fifty-two (52) week period to a maximum of one hundred and four (104) weeks.
  - 1. An Employee who is on parental leave under clause 32.4 or 32.5 may request an extension of unpaid parental leave for a further period of up to twelve (12) months immediately following the end of the current parental leave period.
  - 2. In the case of an Employee who is a member of a couple, the period of the extension cannot exceed twelve (12) months, less any period of parental leave that the other member of the couple will have taken in relation to the Child.
  - 3. The Employee's request must be in writing and given to the Employer at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's Spouse will have taken.
  - 4. The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds.
  - 5. The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request.
  - 6. The Employer must give a written response to the request as soon as practicable, and no later than twenty-one (21) days after the request is made. The response must include the details of the reasons for any refusal.

### **32.24 Total period of parental leave**

- a) The total period of parental leave, including any extensions, must not extend beyond twenty-four (24) months.
- b) In the case of a couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond twenty-four (24) months. The Employee's entitlement to parental leave under clause 32.4 or 32.5 will reduce by the period of any extension taken by a member of the couple under clause 32.23.



### **32.25 Calculation of pay for the purposes of parental leave**

- a) The calculation of fortnightly pay for paid parental leave purposes will be based on the Employee's average number of ordinary hours over the past three (3) years or one (1) year whichever is the greater from the proposed commencement date of parental leave (Averaging Period).
- b) Where an Employee has less than three (3) years of service the Averaging Period will be their total period of service at LMW.
- c) The calculation will exclude any of the following periods which fall during the Averaging Period:
  - 1. periods of unpaid parental leave, and
  - 2. any time worked at a reduced time fraction in order to better cope during pregnancy, and
  - 3. authorised unpaid leave for an unforeseen reason beyond the Employee's control, and
  - 4. time worked at a reduced time fraction on returning to work after a period of parental leave under sub-clause 32.29 c).
- d) For the purposes of sub-clause 32.25 c) 3., an 'unforeseen reason beyond the Employee's control' may include, for example, a personal illness or injury suffered by the Employee, or the care or support of an ill or injured Immediate Family or household member by the Employee. But would not include leave taken for lifestyle or personal reasons, career breaks or leave to undertake other employment.
- e) The average number of fortnightly hours, determined in accordance with sub-clause 32.25 a) above, will be then applied to the annual Salary applicable to the Employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.

### **32.26 Half Pay**

The Employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

### **32.27 Employer Superannuation contributions in respect of Primary Caregiver Parental Leave**

An Employee who returns to work at the conclusion of a period of Primary Caregiver Parental Leave will be entitled to have superannuation contributions made in respect of the paid period of the Employee's Primary Caregiver Parental Leave, subject to requirements in clause 27.7.

### **32.28 Commonwealth Paid Parental Leave**

Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.



### **32.29 Returning to Work**

- a) Returning to work early
  - 1. During the period of parental leave an Employee may return to work at any time as agreed between the Employer and the Employee, provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.
  - 2. In the case of adoption, where the placement of an eligible Child with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four (4) weeks from receipt of notification for the Employee's return to work.
- b) Returning to work at conclusion of leave
  - 1. At least four (4) weeks prior to the expiration of parental leave, the Employee will notify the Employer of their return to work after a period of parental leave.
  - 2. Subject to sub-clause 32.29 b) 2., an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 32.14 above, the Employee will be entitled to return to the position they held immediately before such transfer.
  - 3. Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- c) Returning to work at a reduced time fraction
  - 1. To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction.
  - 2. Where an Employee wishes to make a request under sub-clause 32.29 c) 1., such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

### **32.30 Lactation breaks**

- a) Employees cannot be discriminated against for breastfeeding or chest feeding or expressing milk in the workplace.
- b) An Employee who wishes to continue breastfeeding or chest feeding after returning to work from a period of parental leave or keeping in touch days, may take reasonable time during working hours without loss of pay to do so.
- c) Paid lactation breaks are in addition to normal meal and rest breaks provided for in this Agreement.

### **32.31 Consultation and Communication during Parental Leave**

- a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
  - 1. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - 2. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with sub-clause 32.31 a).

### **32.32 Replacement Employees**

- a) A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.
- b) Before the Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.
- c) The limitation in clause 16.1 on the use of fixed term employment to replace the Employee does not apply in this case.

### **32.33 Casual Employees**

The Employer must not fail to re-engage a casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

## 33 SURROGACY LEAVE

### 33.1 Entitlement to Leave

An Employee (excluding a Casual Employee) who has completed at least three (3) months paid Continuous Service, who enters into a formal surrogacy arrangement on or the start of this agreement, which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic), as the surrogate, is entitled to access the following leave entitlements:

- a) Pre-Natal leave in accordance with clause 32.7 of the Agreement, and
- b) six (6) weeks of paid leave

### 33.2 Continuing to work while pregnant

- a) A pregnant employee acting as the surrogate as part of a formal surrogacy arrangement wanting to work during the six (6) weeks before the birth may be asked to provide a medical certificate stating they are fit for work and whether there are any risks in connection to their duties.
- b) An Employee who fails to provide a requested medical certificate within seven (7) days or provides one which states they are unfit for work may be required to commence surrogacy leave.

### 33.3 Transfer to safe job

- a) If an Employee provides a medical certificate stating they are fit for work, but it is inadvisable for the Employee to continue in their present duties because of risks or illness the Employee is entitled to be transferred to an appropriate safe job that has the same, or other agreed ordinary hours of work with no other changes to the Employee's terms and conditions.
- b) If no appropriate safe job is available, the Employee is entitled to take paid or unpaid (if not eligible for parental leave) 'No Safe Job Leave'.

### 33.4 Commencement of Surrogacy Leave

- a) An Employee who is pregnant as a result of acting as a surrogate may commence paid Surrogacy Leave at any time within six (6) weeks prior to the expected date of birth of the Child. Otherwise, the period of parental leave must commence no later than the date of birth of the Child, unless agreed with the Employer.
- b) Unless otherwise agreed, any entitlement to paid surrogacy leave will be paid from the date of commencement of Surrogacy Leave.

### 33.5 Surrogacy Leave and other entitlements

An Employee may access, in conjunction with Surrogacy Leave, any other paid or unpaid entitlements available under this Agreement with the approval of the Employer.

### **33.6 Personal/Carer's Leave**

A pregnant Employee, not then on Surrogacy Leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carers' leave in accordance with clause 35.3.

### **33.7 Special Surrogacy Leave**

- a) Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
  - 1. where the pregnancy terminates during the first twenty (20) weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carers' leave entitlements in accordance with clause 35.3;
  - 2. where the pregnancy terminates after the completion of twenty (20) weeks, during the certified period/s the Employee is entitled to paid special surrogacy leave not exceeding the amount of paid surrogacy leave available under this clause 33.1.

### **33.8 Public holidays during a period of paid surrogacy leave**

Where a Public Holiday occurs during a period of paid surrogacy leave, the Public Holiday is not to be regarded as part of the paid surrogacy leave and the Employer will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid surrogacy leave.

### **33.9 Notice and Evidentiary Requirements**

- a) An Employee must provide ten (10) weeks' written notice to the Employer of their intention to take Surrogacy Leave. The notification may include a Statutory Declaration which specifies:
  - 1. the intended start and end dates of the leave, and
  - 2. if known, any other leave the Employee seeks approval to take in conjunction with their Surrogacy Leave, and
  - 3. for the period of surrogacy leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- b) The Employer may also require the Employee to provide documentary evidence confirming:
  - 1. the expected date of birth of the Child, and
  - 2. the formal surrogacy arrangement, which complies with Part 4 of the *Assisted Reproductive Treatment Act 2008* (Vic).
- c) The Employee must confirm these details at least four (4) weeks prior to the commencement of the proposed period of Surrogacy leave.

## 34 FOSTER AND KINSHIP CARE LEAVE

- a) An Employee who provides short-term foster or kinship care as the primary caregiver to a Child who cannot live with their parents as a result of an eligible child protection intervention is entitled to up to two days paid leave on up to five (5) occasions per calendar year to be taken at the time the placement of the child with the Employee commences.
- b) For the purposes of this clause Foster and Kinship Care includes:
  - 1. Foster Caring, which is the temporary care of a child of up to 18 years of age on a short-term basis by an Employee who is an accredited foster carer.
  - 2. Kinship Care, which is temporary care provided by an Employee who is a relative or a member of the child's social network when the child cannot live with their parents.
  - 3. Aboriginal Kinship Care, which is temporary care provided by an Employee who is a relative or friend of an Aboriginal child who cannot live with their parents, where Aboriginal family and community and Aboriginal culture are valued as central to the child's safety, stability and development.
- c) Eligible child protection interventions include emergency respite and short-term or long-term placements on a non-permanent basis, as issued by the Victorian Department of Health and Human Services, the Children's Court or other similar federal, state or judicial authority.
- d) Subject to the approval of the Employer, the paid leave provided in this clause may be used in conjunction with any other paid or unpaid leave entitlements the Employee may be eligible for under this Agreement.
- e) In the case of foster carers, one occasion totalling up to two (2) days duration may be used for accreditation purposes, including attending compulsory interviews or training.
- f) The Employer may require the Employee to provide reasonable evidence to satisfy themselves of the Employees entitlement to leave under this provision.

## 35 PERSONAL/CARER'S LEAVE

The provisions of this clause apply to full-time and regular part-time Employees. See clause 35.8 below for casual Employees' entitlements.

### 35.1 Amount of Personal/Carer's Leave

- a) Paid Personal/Carer's Leave will be available to an Employee when they are absent because of:
  - 1. Personal illness or injury; or
  - 2. Personal illness or injury of an immediate family or household member who requires the Employee's care and support; or
  - 3. An unexpected emergency affecting the Employee or an immediate family or household member; or
  - 4. The requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee provided that the care and attention is not wholly or substantially on a commercial basis.
- b) Personal Leave of:
  - 1. Twelve (12) days will be available in the first year of service;
  - 2. Twelve (12) days will be available per annum in the second and subsequent years of service.
- c) New Employees entitlement accrues progressively during the first year of service according to the Employee's ordinary hours of work.
- d) Unused Personal/Carer's Leave accumulates from year to year.

### 35.2 Immediate Family or Household

**Immediate Family** means:

- a) a spouse, partner, child, parent, grandparent, grandchild or sibling of the Employee.
- b) a child, parent, grandparent, grandchild or sibling of a spouse or partner of the Employee.
- c) a member of the Employee's household or other significant person to the Employee.

### 35.3 Personal Leave

- a) Where an Employee is absent due to personal illness or injury notification to LMW of such absence as soon as practicable, which may be a time after the leave has started, and advise of the period or expected period of the leave.
- b) For each period of Personal Leave exceeding three (3) working days, a satisfactory certificate of attendance by a registered practitioner or statutory declaration may be required, stating the probable duration of the absence. LMW may request a certificate of attendance or a statutory declaration to be produced with respect to any personal leave absence.
- c) On the production of satisfactory evidence by a registered practitioner in respect of a period or periods of personal and serious incapacitating illness or injury (other than injury for which Workers' Compensation is payable) occurring during an Employees absence on Annual Leave or Long Service Leave, such medical evidence will be produced to LMW at the earliest reasonable opportunity but no later than fourteen (14) days after the occurrence of such personal and serious incapacitating illness or injury, unless impracticable or on the first day back at work whichever is the earlier.

LMW will:

- 1. Debit such periods of personal and serious incapacitating illness or injury against the Employees Personal Leave entitlement as if the Employee had normally been required to work, subject to the existence of sufficient Personal Leave credit, and
- 2. Grant such Employee additional Annual Leave or Long Service Leave equivalent to the period of personal and serious incapacitating illness or injury. Such additional Annual Leave or Long Service Leave will be taken at a time mutually convenient to the Employee and LMW.

### 35.4 Carer's Leave

- a) An Employee is entitled to use Carer's Leave to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
  - 1. A personal illness, or personal injury, affecting the member; or
  - 2. An unexpected emergency affecting the member.
- b) The Employee shall, if required, establish by production of a certificate of attendance or statutory declaration, evidencing the period of absence.
- c) The Employee shall, wherever practicable, give LMW notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify LMW of such absence at the first opportunity on the day of absence.

- d) An Employee may elect, with the consent of LMW, to work “make-up time” under which the Employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

### **35.5 Cultural and Ceremonial Leave**

#### **NAIDOC Week Leave**

- a) An Employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.
- b) NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

#### **Ceremonial Leave**

- c) Ceremonial leave may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
  - 1. connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
  - 2. for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.
- d) Where ceremonial leave is taken for the purposes outlined in sub-clause 35.5 c), up to three days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.
- e) Ceremonial leave granted under this clause is in addition to compassionate leave granted under clause 37.1.

### **35.6 Absence on Public Holidays**

If the period during which an Employee takes paid Personal/Carer’s Leave includes a day or part-day that is a Public Holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid Personal/Carer’s Leave on that Public Holiday.

### **35.7 Unpaid Carer’s Leave**

Where an Employee has exhausted all paid Carer’s Leave entitlements, they are entitled to take unpaid Carer’s Leave to provide care and support in the circumstances outlined in clause 35.4, LMW and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take two (2) days unpaid Carer’s Leave per occasion.



### **35.8 Casual Employees - Caring Responsibilities and Compassionate Leave**

- a) Casual Employees are entitled to be unavailable to attend work or to leave work:
  - 1. If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - 2. Upon the death of an immediate family or household member
- b) LMW and the Employee will agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for two (2) days per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- c) LMW will require the casual Employee to provide satisfactory evidence to support the taking of this leave.
- d) LMW will not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this sub-clause. The rights of LMW to engage or not to engage a casual Employee are otherwise not affected.

## 36 LONG SERVICE LEAVE

Employees covered by this Agreement will be entitled to Long Service Leave in accordance with the provisions of the Water (Long Service Leave) Regulations, with the exception of the following sub-clauses that shall prevail in lieu:

### 36.1 Leave Entitlement

- a) An Employee shall, subject to and in accordance with this clause, be entitled to four hundred and ninety four (494) hours leave on ordinary pay after completion of ten (10) years continuous service with LMW and thereafter, two hundred and forty seven (247) hours leave on ordinary pay on the completion of each subsequent period of five (5) years continuous service with LMW. Part-time Employees shall be entitled to Long Service Leave on a pro-rata basis.

Employees reducing their hours of work shall maintain their prior accruals at the rate previously accrued to the date which reduced hours commenced.

- b) Employees who have completed seven (7) but less than ten (10) years continuous service and cease to be employed by LMW, shall be entitled to a pro-rata payment in lieu of Long Service Leave on ordinary pay, on the basis of one fortieth (1/40th) of the period of continuous service.
- c) An Employee may access their long service leave entitlement on a pro rata basis, after an initial seven (7) years of continuous service.
- d) Employees who have completed ten (10) or more years continuous service with LMW and cease to be employed by LMW shall, be entitled to payment in lieu of accrued Long Service Leave on ordinary pay as provided in sub-clause 36.1 a) above, together with a period of Long Service Leave on ordinary pay as equals one fortieth (1/40th) of the period of continuous service after the last accrual of entitlement to Long Service Leave.
- e) Where the services of an Employee with not less than four (4) completed years of service, is terminated on account of ill health, retrenchment, or by death, the Employee or the legal representative of the Employee shall receive a pro rata Long Service Leave payment. The payment is equal to one fortieth (1/40th) of the period of service and is in lieu of Long Service Leave with pay.
- f) Where a public holiday occurs during a period of Long Service Leave granted to an Employee, the public holiday will not be regarded as part of the Long Service Leave. LMW shall grant to the Employee a day off in lieu.
- g) See sub-clause 21.3 c) apprentices and trainees Long Service Leave conditions.

### 36.2 Taking of Long Service Leave

- a) Long Service Leave shall be taken at times which are convenient to the needs of LMW but as far as is practicable the wishes of the Employee shall be considered when fixing the time for taking of leave.

- b) Employees intending to take Long Service Leave should give at least four (4) weeks' notice of their intention.
- c) Managers are responsible for responding to an Employee's requests for Long Service Leave in a reasonable timeframe and keeping the Employee updated on progress if there is a delay in finalising an outcome. Where an Employee does not receive a response from their manager they should first contact their manager to follow up on the leave request and if not resolved, should engage the People Team to support a resolution.
- d) A minimum two (2) weeks Long Service Leave must be taken by an Employee at any one time unless otherwise approved by the Managing Director.

### **36.3 Payment of Long Service Leave**

- a) Long Service Leave granted with pay shall be paid at the Employees Ordinary rate of pay, as defined. Provided that where the length of service prescribed in this sub-clause includes periods of less than full-time service, (including prior recognised service), calculation and payment of such periods of service shall be on a pro rata basis.
- b) At the request of the Employee and with the approval of LMW, the whole or part of the Long Service Leave may be taken at half pay for a period equal to twice the whole or part of the period.
- c) At the request of the Employee and with the approval of LMW, the whole or part (a minimum of four (4) weeks) of the Long Service Leave may be taken at double pay for a period equal to half the whole or part of the period.
- d) The amount shall be payable fortnightly except that on the request of the Employee and with the agreement of LMW, the amount may be paid in a lump sum at the commencement of the leave.
- e) Payment to an Employee during Long Service Leave shall be adjusted to include any variation in salary that occurs during the leave period.

## 37 SPECIAL LEAVE

### 37.1 Compassionate Leave

- a) An Employee (other than a casual Employee) is entitled to up to five (5) days of paid Compassionate Leave per occasion when a member of the Employee's immediate family or a member of the Employee's household:
  - 1. Contracts or develops a personal illness that poses a serious threat to his or her life; or
  - 2. Sustains a personal injury that poses a serious threat to his or her life; or
  - 3. Dies.
- b) Any unused portion of Compassionate Leave will not accrue from year to year and will not be paid out on termination.
- c) Such leave does not have to be taken consecutively.
- d) An Employee may take unpaid Compassionate Leave by agreement LMW.
- e) LMW will require the Employee to provide satisfactory evidence to support the taking of Compassionate Leave.

### 37.2 Blood Donation

Subject to reasonable notice, LMW shall approve time off on full pay to facilitate the donation of blood.

### 37.3 Court Attendance

- a) An Employee required under the *Juries Act 2000* (Vic) to appear and serve as a juror in any court shall be entitled to be granted leave with pay for the period of required attendance at court.
- b) An Employee required by Fair Work Commission to attend as a witness, with respect to any matters pertaining to this Agreement, shall be granted leave without loss of pay for the period of required attendance.
- c) An Employee required to appear in court as a crown witness or required and/or granted leave to attend in an official capacity, as a consequence of or in connection with their employment, to give evidence or to produce papers in any court, shall be granted leave without loss of pay for the period of required attendance. Fees received for the performance of official duty shall be paid to LMW.
- d) To obtain approval for leave under this clause, a leave application must be supported by a notification that the Employee is required to attend.
- e) Leave granted under this clause shall be included as service for the purpose of Annual, Personal and Long Service Leave.

### **37.4 Community Services Leave**

- a) Employees who are registered members of a volunteer organisation who wish to respond to a declared emergency situation or training may be released from their normal duties without loss of salary to participate in firefighting, flood relief or other emergency activity. Provided that:
1. Release for volunteer activity is subject to no undue inconvenience being caused to LMW.
  2. Satisfactory evidence is provided of an Employees bona fide involvement in the emergency activity.
  3. LMW reserves the right to recall the Employee from this leave if required for the needs of the business. OHS requirements must be taken into consideration.
- b) Leave granted under this clause shall be included as service for the purpose of Annual, Personal and Long Service Leave.

### **37.5 Community Volunteer Leave**

An Employee may be granted one day paid Community Volunteer Leave each calendar year to volunteer with local community organisations. Paid leave will not be available to the Employee for the purpose of attending ceremonial functions unless the organisation certifies in writing that the Employee is required to attend as part of their volunteer duties.

LMW will consider operational requirements and the needs of the Employee when assessing applications for Community Volunteer Leave.

This leave is not accrued over the year and will be available on the Employee's anniversary. Unused Community Volunteer Leave will not be rolled over each year.

### **37.6 Study Leave**

Effective from the date of commencement of this Agreement:

- a) An Employee may be granted five (5) days paid Study Leave each calendar year to undertake a course of study or training that has relevance to the Employee's role with LMW. The purpose of Study Leave is to enable an Employee to pursue a course of studies or training which would benefit them professionally and LMW's business outcomes. All study leave must be preapproved by the Employees People Manager prior to completing the leave.
- b) Study Leave to be taken for the purpose of:
- Travel and attendance at lectures
  - Travel and attendance at examinations
  - Travel and block attendance at instruction/review
  - Study revision immediately prior to examination
  - Complete assessment tasks associated with study requirements

- c) LMW will consider operational requirements and the needs of the Employee when assessing applications for study leave.
- d) This leave is not accrued over the year and will be available on the Employee's anniversary, unused Study Leave will not be rolled over each year or paid out when leaving LMW.

### **37.7 Special Sick Leave**

- a) An ex-member of the Armed Forces, who is an Employee with at least six (6) months service, who is absent from duty because of a disability which has been accepted by the Department of Veteran's Affairs as due to war service, may be granted Special Sick Leave on the following basis:
  - 1. The Employee shall receive a leave credit of twelve (12) days Special Sick Leave on full pay per year, subject to a maximum available accumulation at any time of one (1) hundred days;
  - 2. The application of the above is based on a normal working day of 7.6 hours per day;
  - 3. Payment during leave shall be at the Employees ordinary rate of pay, subject to the production of a certificate of attendance stating that the absence is due to a disability which has been accepted by the Department of Veteran's Affairs as due to war service; and
  - 4. The Employee may use normal Personal Leave when the Special Sick Leave credit is exhausted.
- b) Upon report by a registered practitioner that, by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an Employee is unable to attend for duty, LMW may grant the Employee special paid sick leave.
- c) Leave of absence under this clause shall not be granted for any period beyond the earliest date at which it would be practicable for the Employee to resume duty, having regard to the restrictions imposed by law.
- d) If LMW has reason to believe that the Employee is in such a state of health as to render such Employee a danger to his or her fellow Employees, LMW may require such Employee to be examined by, and to obtain and furnish a report as to their condition, from a duly mutually agreed registered practitioner.
- e) Upon receipt of the medical report, LMW may direct the Employee to be absent from duty for a specified period, or if on leave of absence, direct such Employee to continue on leave for a specified period, and the absence of such Employee shall be regarded as absence on leave owing to illness.

### 37.8 Leave Without Pay

- a) Subject to the operational requirements of LMW, leave without pay may be granted to Employees for periods of up to one (1) year. At the discretion of the Managing Director, such period of leave without pay may be extended beyond one (1) year.
- b) Except where special circumstances apply, leave without pay shall be granted only where all available leave with pay entitlements, other than Personal Leave entitlements, have been utilised.
- c) Leave without pay for any period that exceeds 30 days accumulatively in one financial year shall not be counted as service for the purpose of calculating Personal/Carer's, Annual or Long Service Leave entitlements.
- d) LMW shall not contribute the Employer contribution for superannuation while an Employee is on leave without pay and such leave shall not count as service for superannuation purposes.
- e) Public Holidays occurring during the period shall also be unpaid leave.

### 37.9 Family Violence Leave

#### General Principle

- a) LMW recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, LMW is committed to providing support to staff that experience family violence.
- b) Leave for family violence purposes is available to Employees who are experiencing family violence, and also to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

#### Definition of Family Violence

- c) Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

#### Eligibility

- d) Leave for family violence purposes is available to all Employees with the exception of casual Employees.

Casual Employees are entitled to access leave without pay for family violence purposes.

## General Measures

- e) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- f) All personal information concerning family violence will be kept confidential in line with LMW's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- g) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- h) LMW will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. LMW will advertise the name of any Family Violence contacts within the workplace.
- i) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated People and Customers contact. The immediate supervisor may seek advice from People and Customers if the Employee chooses not to see the People and Customers or Family Violence contact.
- j) Where requested by an Employee, the People and Customers contact will liaise with the Employee's People Manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub-clauses 37.9 l) and m) and sub-clauses 37.9 n), o), p) and q).
- k) LMW have developed guidelines (CTD/003291) which details the appropriate action to be taken in the event that an Employee reports family violence.

## Leave

- l) An Employee experiencing family violence will have access to twenty (20) days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- m) An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with sub-clause 37.7 e) from an Employee seeking to utilise their personal/carer's leave entitlement.

## Individual Support

- n) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, LMW will in line with Victorian Public Service Enterprise Agreement approve any reasonable request from an Employee experiencing family violence for:



1. temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
  2. temporary or ongoing job redesign or changes to duties;
  3. temporary or ongoing relocation to suitable employment;
  4. a change to their telephone number or email address to avoid harassing contact;
  5. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- o) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- p) An Employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local Employee support resources. The EAP shall include professionals trained specifically in family violence.
- q) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

### **37.10 Exceptional Circumstances Leave**

Where in exceptional circumstances or in respect of a period not provided for above, LMW is satisfied that leave should be granted to an Employee, the Managing Director may grant such leave as is considered appropriate, on such terms and conditions as they see fit. This is not a stand-alone entitlement and will normally only be considered when all other forms of leave have been exhausted. This clause may be considered in circumstances such as, but not limited to, leave required for assisting those affected by extended personal or family illness, drug or alcohol abuse or other issues as may be relevant.

### **37.11 Leave to Attend Rehabilitation Program**

- a) An Employee, other than a casual Employee, may be granted leave with or without pay to undertake an approved rehabilitation program where LMW is satisfied that:
1. The Employee's work performance is adversely affected by the misuse of drugs or alcohol or problem gambling;
  2. The Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with alcohol, drug or gambling related problems; and
  3. In the case of an alcohol or drug addiction, a Registered Practitioner has certified that in their opinion the Employee is in need of assistance because of their misuse of alcohol or drugs and that the Employee is suitable for an approved rehabilitation program; or

4. In the case of problem gambling the Employee satisfied the eligibility criteria for entry into an approved problem gambling rehabilitation program.
- b) In production of proof of attendance at an approved rehabilitation program in accordance with sub-clause 37.9 a), an Employee may be granted leave as follows:

An Employee who has completed two (2) years' continuous or aggregate service and who has exhausted all other accrued leave entitlements may be granted leave with pay up to the maximum number of days specified below:

Years of Service	First Year of Program	Subsequent Years of Program
2 years	20 days	15 days
3 years	27 days	20 days
4 years	33 days	25 days
5 or more years	40 days	30 days

An Employee who has completed less than two (2) years continuous or aggregate service may be granted leave without pay for the purposes of attending an approved rehabilitation program.

- c) For the purpose of this clause, Registered Practitioner has the same meaning as set out in clause 4 Definitions.

### 37.12 Transfer of Personal/Carer's Leave Entitlements

At the discretion of the Managing Director, LMW will consider the donation of Personal/Carer's Leave entitlements between staff members in exceptional circumstances. Examples of exceptional circumstances include staff members suffering from a terminal or life-threatening illness or injury. The utilisation of this entitlement is not to be of a routine nature and will only become available once all other entitlements have been exhausted.

## 38 PURCHASED LEAVE SCHEME

- a) The 48/52 or other fractional model of employment (49/52,50/52,51/52) is a separate model of employment whereby the Employee receives four (4) weeks annual leave and up to an additional four (4) weeks of unpaid leave for a nominated twelve (12) month period. The Employee is paid for fifty-two (52) weeks per year at the fractional rate of the 48/52 or other fractional model of the annual salary (band and level) for their position. The proportionate reduction in pay is spread over the nominated twelve (12) month period.
- b) The purchased leave will be taken at a time mutually agreed by the Employee and LMW. The purchased leave is required to be taken within the twelve (12) month period for which approval has been given.
- c) An Employee working under the 48/52 or other fractional model of employment may request a reversion to standard employment conditions on the anniversary date of transfer to 48/52 or other fractional model of employment. Any additional leave accrued under the 48/52 or other fractional model of employment must be exhausted prior to reverting to standard employment conditions.
- d) An application by an individual Employee for a 48/52 or other fractional model cycle for a twelve (12) month period must be made to the relevant People Manager or Coordinator and must be approved by General Manager. Each application will be assessed and all reasonable endeavours made to accommodate any application under this clause with regard to reasonable business grounds, including:
  - Impact on department with regard to operating and service obligations,
  - Impact on customer service,
  - Cost of backfill or higher duties,
  - Team work and working relationships,
  - Other relevant considerations.
- e) It is acknowledged by all parties that this arrangement will not be available to all positions within LMW.
- f) All approved purchased leave arrangements entered into shall be reviewed annually.

### 39 WORKER'S COMPENSATION MAKE-UP PAY

- a) LMW will pay an Employee Worker's Compensation Make-up Pay where the Employee receives an injury or illness for which weekly payments of compensation are payable by or on behalf of the Employer pursuant to the provisions of the *Accident Compensation Act 1985* (Vic) and the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).
- b) Worker's Compensation Make-up Pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the *Accident Compensation Act 1985*, the *Workplace Injury Rehabilitation and Compensation Act 2013* and the Employees appropriate thirty-eight (38) hour Agreement rate or in the case of a part-time Employee, the pro-rata Agreement rate or where the incapacity is for a lesser period than one (1) week the difference between the amount of compensation and the said Agreement or pro-rata rate for that period.
- c) LMW will pay or cause to be paid Worker's Compensation Make-up Pay during the incapacity of the Employee arising from any one injury for a total of fifty-two (52) weeks whether the incapacity is in one continuous period or not.
- d) The liability of LMW to pay Worker's Compensation Make-up Pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the Employees employment for any reason during the period of any incapacity will in no way affect the liability of LMW to pay Worker's Compensation Make-up Pay as provided in this clause.
- e) In the event that the Employee receives a lump sum in redemption of weekly payments the liability of LMW to pay Worker's Compensation Make-up Pay will cease from the date of such redemption.
- f) Notwithstanding the provisions of this clause the liability to pay Worker's Compensation Make-up Pay to casual, temporary or Employees who retire, will cease at the expiration of such engagement or fifty-two (52) weeks, whichever is the lesser period.
- g) Where an Employee had given notice of his/her intention to retire and is injured prior to the notified date of retirement, the liability to pay Worker's Compensation Make-up Pay will cease at the date on which the Employee was due to retire, or fifty-two (52) weeks, whichever is the lesser period.
- h) LMW will pay the Employees superannuation on any Workers Compensation / Make-up Pay.
- i) For an injury prior to the proclamation of the *Workplace Injury Rehabilitation and Compensation Act 2013*, a reference to that Act shall be deemed to be a reference to the *Accident Compensation Act 1985* (Vic).

## 40 APPENDIX 1 - CLASSIFICATION DESCRIPTORS

### Band One

A position in this Band has the following job characteristics:

#### **1 Accountability and extent of authority**

An Employee in this Band performs broad tasks involving the utilisation of a range of basic and developed skills.

Works under routine supervision either individually or in a team environment.

Work performed falls within general guidelines including the exercise of discretion in the application of established practices and procedures.

Employees may have contact with customers, the public or other Employees, which involves explanations of specific procedures and practices.

Employees are responsible for the quality, quantity and timeliness of their own work in so far as available resources permit and for the care of LMW assets entrusted to them.

Employees in this Band may provide on-the-job training based on their skill and experience.

#### **2 Judgement and decision making**

In positions in this Band, the nature of the work may be routine or specialised in nature that is clearly defined with established procedures well understood or documented.

The tasks to be performed may involve the use of a limited range of tools, techniques, processes and methods, within a specified range of work.

An Employee may resolve minor problems that relate to their immediate work tasks.

Employees are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

#### **3 Specialist knowledge and skills**

Positions in this Band may require proficiency in the safe operation of complex equipment or knowledge of the use of plant, which requires the exercise of judgement or adaption.

The utilisation of skills either learnt on the job or self-taught.

#### **4 Inter-personal skills**

Positions in this Band require basic oral communication skills and where appropriate written skills, so as to be able to satisfactorily converse with customers, members of the public and other Employees.

## **5 Qualifications and experience**

An Employee in this Band will have commenced on-the job training which may include an induction course. Indicative but not exclusive of the minimum qualifications required in this Band are the following:

- a) General construction and maintenance work;
- b) General mechanical maintenance;
- c) Familiarity with basic office procedures;
- d) Either year eleven (11) educational qualifications; or
- e) Relevant experience/on the job training commensurate with the requirements of the work in this Band.

## **Band Two**

A position in this Band has the following job characteristics:

### **1. Accountability and extend of authority**

An Employee in this Band performs work under general supervision.

Employees receive broad instruction on what is required and would be expected to exercise analytical skills and initiate within standard practices and processes. In unusual or difficult situations guidance is provided from a more senior Employee, or in the form of recorded guidelines such as manuals or prescriptions.

Positions in this Band may be required to lead and direct fellow team members in similar or related work.

### **2. Judgement and decision making**

Positions in this band require personal judgement. The nature of work is more specialised with procedures well understood and clearly documented.

The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

Employees will be expected to demonstrate some analytical skills, show initiative and independent decision making to resolve certain issues.

### **3. Specialised knowledge and skills**

Positions require proficiency in the operation of more complex equipment or knowledge of the use of plant which requires the exercise of judgement or adaption.

Indicative but not exclusive of the skills required of an Employee in the Band include:

- a) Understanding and application of quality control techniques;
- b) Performance of trade qualifications and non-trade tasks incidental to the work;
- c) Provision of trade guidance and assistance as part of a work team;
- d) Provision of formal training programmes in conjunction with supervisors and trainers;
- e) Supervisory skills.

### **4. Management Skills**

Some positions in this Band are at the “work face”, while others may be involved in first line supervision of Employees at the “work face”.

Employees at this level should have sufficient freedom to plan their work at least a week in advance.

Where supervision is part of the job, it is expected that the supervisor will assist other Employees in their tasks where required.

Positions in the Band require basic skills in managing time and planning and organising their own work so as to achieve specific and set objectives in the most efficient way, within resources available and within a set timetable.

Employees may assist others by providing guidance, advice and training on routine technical, procedural or administrative matters.

## **5. Interpersonal Skills**

Positions in the Band require skills in oral and written communication with customers, Employees and members of the public in the resolution of minor problems.

## **6. Qualifications and experience**

An Employee in this Band will have satisfactorily completed the requirement of Band 1 or equivalent, as well as structured training to one or more of the following levels:

- a) Appropriate trade qualification;
- b) Completion of TAFE accredited / Industry based training courses; and

Knowledge and skills gained through significant on-the-job training commensurate with the requirements of the work in this Band.



## **Band Three**

A position in this Band has the following job characteristics:

### **1. Accountability and extent of authority**

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.

Employees in this Band may exercise high precision trade skills, using various materials and or specialised techniques.

Positions provide direction, leadership and on-the-job training to supervised Employees or groups of Employees.

Employees with supervisory responsibilities are required to ensure that all Employees under their direction are trained in safe working practices and in the safe operation of equipment and made aware of all occupational, health and safety policies and procedures.

The freedom to act is limited by standard and procedures encompassed by the nature of the work assigned to the position from time to time. The work generally falls within specific guidelines, but the scope to exercise discretion in the application of established standard and procedures.

### **2. Judgement and decision making**

In positions in this Band, the objectives of the work are normally well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives.

For supervision, the process often requires the quantification of the amount of resources needed to meet those objectives.

### **3. Specialised knowledge and skills**

Additional trade skills commensurate with higher level trade qualification.

Employees in this Band have the ability and skills to provide training in the post-trades or specialist disciplines either through formal training programmes or on-the-job training.

Employees in this Band require a thorough understanding of the relevant technology, procedures and processes within their operating unit.

Employees may have professionally qualified knowledge and skills with no or limited practical experience.

### **4. Management Skills**

These positions require skills in managing time, setting priorities, planning and organising their own work and that of supervised Employees, so as to achieve specific set objectives in the most efficient way possible within the resources available and within a set timetable.

## **5. Interpersonal Skills**

Positions in this Band require the ability to gain co-operation and assistance from customers, members of the public and other Employees in the administration of defined activities and in the supervision of other Employees or groups of Employees.

Employees in this band are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

## **6. Qualifications and experience**

The skills and knowledge needed for entry to this level are those normally acquired through completion of TAFE certificates plus several years' experience or a tertiary degree.

Alternatively Employees in this Band may have lesser formal qualifications with relevant work skills or through relevant work skills commensurate with the requirements of work in this Band.

## **Band Four**

A position in this Band has the following job characteristics:

### **1. Accountability and extent of authority**

Positions in this Band may supervise resources and or give support to more senior Employees.

In positions where the prime responsibility is for resources supervision, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior Employees and a regular reporting mechanism to ensure adherence to plans.

In positions where the prime responsibility is to provide specialist advice to customers or to regulate customer the freedom to act is subject to close supervision or to clear guidelines. The effect of decisions and action are always subject to appeal or review by more senior Employees.

In positions where the prime responsibility is to provide direct support and assistance to more senior Employees the freedom to act is not limited simply by standards and procedures and the quality of decisions and actions taken will often have an impact upon the performance of the Employees being supported.

### **2. Judgement and decision making**

In these positions the objectives of the work are usually well defined by the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.

Problems in this Band are often complex or technical in nature with solutions not related to previously encountered situations and some creativity and originality is required.

Guidance and counsel may be available within the time available to make a choice.

### **3. Specialist knowledge and skills**

Supervisors in this Band require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

Employees require an understanding of the role and function of the senior Employees to which they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the longer term goals of the wider organisation.

Positions in this band provide direction, leadership and structured training or on-the-job training to supervised Employees or groups of Employees.

### **4. Management Skills**

These positions require skills in managing time, setting, prioritising, planning and organising their own work and where appropriate that of other Employees, so as to achieve specific and set objectives in the most efficient way possible, with the resources available and within a set timetable.

## **5. Interpersonal Skills**

Positions in this Band require the ability to gain cooperation and assistance from customers, members of the public and other Employees in the administration of defined activities and in the supervision of other Employees or groups of Employees.

Employees in this Band are expected to write reports in their field of expertise and to prepare external correspondence.

## **6. Qualifications and experience**

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of TAFE certificated, Associated Diploma or degree alone. Some practical experience is expected.

Alternatively Employees in the Band may have lesser formal qualifications but with extensive and significant relevant experience and work skills commensurate with the requirements of work in the Band.

## **Band Five**

A position in this Band has the following job characteristics:

### **1. Accountability and extend of authority**

Positions in this Band may manage resources, and or provide advice to or regulate customers and / or provide input into the development of policy.

In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/ or budgets with a regular reporting mechanism to ensure adherence to goals and objectives. The effect of decision and actions taken at this level is usually limited to the quality of cost of the programs and projects being managed.

In positions where the prime responsibility is to provide specialist advice to customers or to regulate customers, the freedom to act is subject to regulations and policies and supervision. The effect of decisions and actions taken in this Band on individual customers may be significant but it is usually subject to appeal or review by more senior Employees.

Few positions in the Band are primarily involved in policy development. Where they are, the work is usually of an investigative and analytical nature, with the freedom to act prescribed by a more senior position.

The quality of the output of these positions can have a significant effect on the process of policy development.

Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.

### **2. Judgement and decision making**

Employees at this level are expected to apply significant technical knowledge and technical judgement in one or more fields or activities.

Positions in this Band generally involve both problem solving and policy development.

Methods, procedures and processes are generally less well defined and Employees are expected to contribute to their continued development and adoption.

In resource management roles the work will typically require the development and modification practices and procedures due to the diverse and complex nature of the functions managed.

### **3. Specialist knowledge and skills**

Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the other practices.

All positions require an understanding of the long term goals of the functional unit in which the position is placed and on the relevant policies of both the unit and the wider organisation.

Positions in the Band, particularly those where the primary function is to manage resources, require sound knowledge of relevant budgeting techniques.

#### **4. Management Skills**

These positions require skills in managing time, setting priorities, planning and organising their own work and where appropriate that of other Employees, so as to achieve specific and set objectives in the most efficient way possible with the resources available and within a set timetable.

#### **5. Interpersonal Skills**

Positions require the ability to gain cooperation and assistance from customers, members of the public and other Employees in the administration of defined activities and in the supervision of other Employees.

Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss specialist matters and with other Employees in other functions in LMW to resolve intra-organisational problems.

#### **6. Qualifications and experience**

The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone. With a minimum of at least several years of relevant experience.

## **Band Six**

A position in this Band has the following job characteristics:

### **1. Accountability and extent of authority**

Positions in the Band may manage resources and/or provide advice to or regulate clients and / or participate in the development of policy.

In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. Decisions and actions taken at this level may have a significant effect on the programs or projects managed or on the public perception of the wider organisation.

In positions where the prime responsibility is to provide specialist advice to customers, the freedom to act is subject to professional and regular review. The impact of decisions made or advice given may have a substantial impact on individual clients or classes of clients.

In positions where the prime responsibility is in policy formulation the work may be of an investigative, analytical or creative nature, with the freedom to act generally prescribed by a more senior position. The quality of these positions can have a significant effect on the policies which are developed.

All positions in the Band would have an input into policy development within their area of expertise and/or management.

In positions where the prime responsibility is in policy formulation, the primary challenge will be intellectual and will typically require the identification and analysis of an unspecified range of options before recommendations can be made.

### **2. Judgement and decision making**

Employees at this level are expected to apply significant technical knowledge and technical judgement in one or more fields or activities.

Where positions are advisory in nature, regular monitoring of specialist technical, business and industry development, the analysis and assessment for relevance and potential impact to LMW is required.

### **3. Specialist knowledge and skills**

These positions require proficiency in the application of a theoretical or scientific discipline in the search for solutions to new problems and opportunities.

Where the prime responsibility is in policy formation, analytical and investigative skills are required to enable the formation of policy options from within a broad organisation-wide framework.

An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and political context in which it operates.

Knowledge of and familiarity with the principles and practice of budgeting and relevant accounting and financial procedures may be required.

#### **4. Management Skills**

These positions require skills in managing time, setting priorities and planning and organising their own work and where appropriate that of other Employees, so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable despite conflicting pressures.

#### **5. Interpersonal Skills**

These positions require the ability to gain cooperation and assistance from clients, members of the public and other Employees in the administration of broadly defined activities and to motivate and develop Employees.

Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss and resolve specialist problems and with other Employees within their own organisation to resolve intra-organisational problems.

#### **6. Qualifications and experience**

The skills and knowledge need for entry to the Band are beyond those normally acquired through tertiary education alone.

Typically, they would be gained through completion of a degree or diploma course with substantial years of relevant experience. They might also be acquired through higher formal qualifications whether in the field of specialist expertise or in management, together with a shorter period of experience, or they might be acquired through lesser formal qualifications with extensive relevant experience.



## **Band Seven**

A position in this Band has the following job characteristics:

### **1. Accountability and extent of authority**

Positions in this band may manage resources and/or regularity or specialist units and/or development and interpret policy.

In positions where the prime responsibility is for resource management the freedom to act is governed by broad goals, policies and budgets with periodic reviews to ensure conformity with those goals and a reporting mechanism to ensure adherence to budgets. Decisions and actions taken in the Band may have a substantial effect on the operation the unit being managed or on the public perception of the wider organisation.

In positions where the prime responsibility is to manage regulatory or specialist units, the freedom to act is governed by the goals and policies of the organisation and by statute and subordinate legislation. Decisions and actions taken at this level may have substantial effect on the community or sections of it.

### **2. Judgement and decision making**

These positions generally involve both problem solving and policy development. Methods, procedures and processes are less well defined and Employees are expected to contribute to their development and adoption. The work will typically require the identification and analysis of an unspecified range of options before a choice can be made. Employees at this level will identify and develop policy options in their own functional area for consideration and choice by their Manager or by LMW.

### **3. Specialist knowledge and skills**

These positions require proficiency in the application of theoretical or scientific approaches in the search for solutions to new problems and opportunities which may be outside the organisation field of specialisation by the Employee.

An understanding is required of the long term goals of the wider organisation and of its values and aspirations and the legal, social, economic and political context in which it operates.

A sound knowledge of budgeting and relevant accounting and financial procedures is essential except for specialist positions where such knowledge may not be required.

### **4. Management Skills**

Positions in the Band typically involve the supervision of large numbers of Employees or the supervision of tertiary qualified Employees or Employees with extensive experience.

Management skills are required to achieve objectives and goals, taking account of organisational and external constraints and opportunities.

## **5. Interpersonal Skills**

Positions require the ability to persuade, convince or negotiate with customers, members of the public, other Employees, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Employees at this level must be able to lead, motivate and develop other Employees.

## **6. Qualifications and experience**

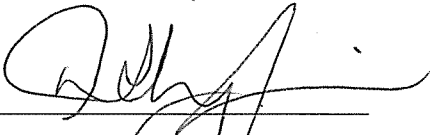

The skills and knowledge needed for entry to this Band are beyond those normally acquired through a degree course and experience in the field of the Employee's specialist expertise alone.

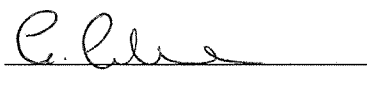

Typically, the necessary skills and knowledge would be gained through further formal qualifications in the field of expertise or in management or through at least four years of experience in another specialist field.

Alternatively, they might be acquired through lesser formal qualifications together with extensive and diverse experience, or intensive specialist experience.

## 41 SIGNATORIES

SIGNED for and on behalf of, and with the )  
authority of LOWER MURRAY URBAN AND )  
RURAL WATER CORPORATION by its Authorised )  
Delegate conferred by an *Instrument of Delegation* )  
dated 31/8/2021, in the presence of: )

  
 *Signature of Delegate*

  
 *Witness Signature*

Printed Name:

*Anthony Couroupis*

*GLORIA GILMORE*  
*Full name (please print)*

Title:

*Managing Director*

Date: *8/12/2021*

Signed for and on behalf of  
The Staff of Lower Murray Water  
Urban and Rural Water Corporation  
741- 759 Fourteenth Street  
Mildura Vic 3500

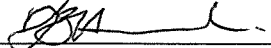
Signature: *K Foster*

Printed Name: *Kym FOSTER*

Title: *STAFF BARGAINING REPRESENTATIVE*

Date: *8/12/2021*

In the presence of: [Signature]



## 41 SIGNATORIES



SIGNED for and on behalf of, and with the

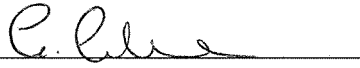

authority of LOWER MURRAY URBAN AND )

RURAL WATER CORPORATION 741-759 Fourteenth )

Street Mildura Vic 3500 by its Authorised )

Delegate conferred by an *Instrument of Delegation* )  
dated 31/8/2021, in the presence of: )

  
 Signature of Delegate

  
 Witness Signature

Printed Name:

**Anthony Couroupis**

Gloria Gilmore  
Full name (please print)

Title:

**Managing Director**

Date: 8/12/2021

Signed for and on behalf of

The Staff of Lower Murray Water

Urban and Rural Water Corporation

741- 759 Fourteenth Street

Mildura Vic 3500


Signature: K Foster

Printed Name: Kym Foster

Title: STAFF BARGAINING REPRESENTATIVE

Date: 8/12/2021

In the presence of: [Signature]

  
\_\_\_\_\_

Signed for and on behalf of	Signature:	_____
Australian Municipal, Administration,		
Clerical and Services Union (ASU)	Printed Name:	_____
116 Queensberry Street		
Carlton South Vic. 3053	Title:	_____
	Date:	_____

In the presence of: [Signature] \_\_\_\_\_

Signed for and on behalf of	Signature:	_____
Community and Public Sector Union (CPSU)		
Level 4	Printed Name:	_____
128 Exhibition Street		
Melbourne Vic 3000	Title:	_____
	Date:	_____

In the presence of: [Signature] \_\_\_\_\_

Signed for and on behalf of	Signature:	_____
APESMA,		
152 Miller Street	Printed Name:	_____
West Melbourne Vic 3003		
	Title:	_____
	Date:	_____

In the presence of: [Signature] \_\_\_\_\_