



# Seqwater Enterprise Agreement

## 2019 – 2023



**Note:** this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

This document has been prepared for the purposes of interactive use including quick reference search. Page numbers within the document may differ from the Certified Copy of the agreement. This document does not replace the Certified Copy of the Agreement. The Certified Copy of this Agreement can be located at XXXX [insert Waternet location]

## PART 1 APPLICATION AND OPERATION\*

### 1.1 Title

This Agreement shall be known as the Seqwater Enterprise Agreement 2019 - 2023.

### 1.2 Arrangement

PART 1 – APPLICATION AND OPERATION

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

PART 3 – TERMS AND CONDITIONS OF EMPLOYMENT

PART 4 – WAGES AND WAGE RELATED MATTERS

PART 5 – CLASSIFICATION AND CLASSIFICATION STRUCTURE

PART 6 – HOURS, BREAKS AND OVERTIME

PART 7 – LEAVE AND PUBLIC HOLIDAYS

PART 8 – TRAVELLING AND TRAVEL ALLOWANCES

PART 9 – ALLOWANCES

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### SCHEDULES

SCHEDULE 1 – PROFESSIONAL STREAM

SCHEDULE 2 – ADMINISTRATION STREAM

SCHEDULE 3 – TRADE STREAM

SCHEDULE 4 – OPERATIONAL STREAM

SCHEDULE 5 – WATER OFFICER STREAM

SCHEDULE 6 – PAID PARENTAL LEAVE

SCHEDULE 7 – REDUNDANCY

SCHEDULE 8 – APPRENTICES AND TRAINEES

### 1.3 Definitions/Glossary of Terms

**Accrued Day Off** means a planned day off due to working additional ordinary hours.

An employee may have one or more days off during that cycle.

**Act** means the *Fair Work Act 2009* (Cth), unless specified otherwise.

**Afternoon Shift** means any shift commencing on or after 12 noon and at or before 6.00 p.m.

**Agreement** means Seqwater Enterprise Agreement 2019 – 2022.

**AMWU** means Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union.

**APESMA** means Association of Professional Engineers, Scientists and Managers, Australia.

**Australian Services Union** means Australian Municipal,

Administrative, Clerical and Services Union Queensland (Services and Northern Administrative) Branch

**AWU** means Australian Workers' Union.

**CFMMEU** means Construction, Forestry, Maritime, Mining and Energy Industrial Union.

**Commission** means the Fair Work Commission.

**Continuous Shift Work** means work performed by employees where the hours of work are permanently rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week.

**Day Shift** means any shift commencing after 6.00 a.m. and before 12 noon.

**Day Work** means work performed other than upon a shift work basis.

**ETU** means Electrical Trades Union.

**Long term casual employee:** a national system employee of Seqwater is a long term casual employee at a particular point in time if, at that time:

- The employee is a casual employee; and
- The employee has been employed by Seqwater on a regular basis for a sequence of periods of employment during a period of at least 12 months.

**Majority of Shift** means the major proportion of ordinary hours worked in any shift where the starting and finishing times occur on different days.

**NES** means the National Employment Standards as contained in the Act.

**Night Shift** means any shift commencing after 6.00 p.m. and at or before 12 midnight.

**Regular casual employee** is a casual employee who has, in the preceding period of 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.

**Rostered Days Off** means those days in each work cycle where an employee is not rostered for ordinary working hours. This excludes accrued days off as defined above.

**Senior Manager** means;

- An employee who is appointed on a common law contract, and
- Who reports directly to an Executive level Manager, and
- Whose salary is equal to or exceeds a base rate which is at least 15% above that of the highest rate of pay contained in the classification stream in this Agreement most relevant to the employees' role.

All three criteria must be satisfied to be a Senior Manager.

**Seqwater** means the Queensland Bulk Water Supply Authority trading as Seqwater.

**Shift Work** (other than Continuous Shift Work) means work regularly rotated in accordance with a roster which prescribes 2 or more shifts

(day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week.

**Terms of Engagement** as per clause 3.2 of this Agreement.

**Tool List** means the approved Seqwater list of tools provided and maintained by Seqwater through the life of an apprenticeship to support the safe delivery of duties of the apprenticeship trade.

**Union Parties** means AMWU, APESMA, Australian Services Union, AWU, CFMMEU, and ETU.

## 1.4 Objectives of the Agreement

The parties are committed to ensuring effective and efficient operations to support Seqwater's values, priorities and obligations to the community. The parties will strive for improvements in financially efficient service delivery to ensure outcomes for the South East Queensland community.

## 1.5 Productivity Initiatives

- 1.5.1 The parties acknowledge the responsibility that Seqwater has to ensure value for customers and the need to continue to reduce operational expenses. Seqwater and the workforce will work together to reduce costs associated with labour, contracting, consultancy expenses, maintenance expenditure and generate other operational savings.
- 1.5.2 Over the life of this Agreement Seqwater's workforce commit to generating and implementing savings ideas to the value of \$10.6 million. Seqwater will engage the workforce to generate these savings through reviewing and improving the way we work.
- 1.5.3 In addition to employee generated savings, Seqwater and the workforce will reduce operational expenses through effective workforce planning, improved efficiencies in utilisation of facilities, reduction in energy consumption and reduction of sludge/waste management costs, increasing employee capability to reduce external engagements, reviewing rosters for financial efficiencies, reducing call out related expense. Seqwater will also work with the workforce to reduce maintenance related expenses through improving productivity and introducing mobile technology.

## 1.6 Our Commitment to be Safe for Life, Everyday, Always

Seqwater is committed to the health, safety and well-being of everyone in the workplace. Our goal is to operate without injuries, illness or incident. It is essential that all parties understand their work health and safety responsibilities and follow the appropriate policies, procedures, guidelines and safe work practices when performing all tasks. All employees of Seqwater must uphold our core safety value of "we work safe". All employees are empowered to make decisions to create a safe workplace, even it means stopping the job to make a situation safe.

## 1.7 Duration of Agreement

- 1.7.1 This Agreement shall operate from the date of approval with an expiry date of 30 June 2023.

- 1.7.2 Providing that it is further agreed that the first payment will be backdated to 1 July 2019.

## 1.8 Replacement

This Agreement replaces the Seqwater Enterprise Agreement 2016 – 2019 (AG2016/6442) when this Agreement is approved.

## 1.9 Application and Coverage

This Agreement applies to Queensland Bulk Water Supply Authority trading as Seqwater and its employees, whose classifications are specified within this Agreement.

Employees who are engaged as Senior Managers as defined in this Agreement are not covered by this Agreement.

## 1.10 Parties Bound

The parties to the Agreement are Queensland Bulk Water Supply Authority, trading as Seqwater, its employees who are specified within this Agreement and the Union Parties.

## 1.11 No Extra Claims

- 1.11.1 This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment, whether dealt with in this Agreement or not.
- 1.11.2 The following changes may be made to employees' rights and entitlements during the life of this Agreement:
  - (a) General Rulings and Statements of Policy issued by the Fair Work Commission that provide conditions that are not less favourable than current conditions; and
  - (a) Reclassifications.
- 1.11.3 The Fair Work Commission's Wage Increases awarded during the life of this Agreement will not be paid in addition to the wage increases provided by this Agreement.

## 1.12 Display of this Agreement

A copy of this Agreement and the NES will be available on the intranet for all employees to access.

## 1.13 Joint Consultative Committee

- 1.13.1 The parties undertake to form a Joint Consultative Committee (**JCC**) comprising representatives of the parties to the Agreement.
- 1.13.2 The following arrangements apply to the JCC:
  - (a) The purpose of the JCC is to monitor the ongoing implementation of the Agreement;
  - (b) The JCC will meet quarterly, unless otherwise agreed;
  - (c) A minimum of one (1) representative from no less than five (5) of the seven (7) parties to the Agreement is

required to achieve a quorum. Representatives will confirm attendance no less than one (1) week ahead of the quarterly meeting date. If a quorum is unable to be achieved, it is at Seqwater's discretion to determine whether to proceed with the quarterly meeting; and

- (d) A Seqwater representative will chair meetings of the JCC.

### 1.14 Review of Enterprise Agreement

1.14.1 The parties undertake to commence discussion on a replacement Enterprise Agreement, six months prior to the expiry of this Agreement.

1.14.2 The parties commit to negotiate collectively with their nominated representatives for the purpose of making a replacement Agreement.

### 1.15 Individual Flexibility Agreement

1.15.1 An employee covered by this Agreement may request to make an Individual Flexibility Arrangement (**IFA**) to vary the effect of terms of their employment in order to meet the genuine needs of the employee and Seqwater. The terms that may be varied are:

- (a) The arrangement deals with one or more of the following matters:
  - (i) arrangements about when and where work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances; and
  - (v) leave loading
- (b) Extending parental leave.

1.15.2 Any IFA agreed to under this Agreement must be genuinely agreed to by Seqwater and the employee.

1.15.3 Seqwater must not exert undue influence or undue pressure on an employee in relation to the making of an IFA.

1.15.4 Applications for an IFA must be submitted in writing by the employee to the employee's leader.

1.15.5 If the written application is rejected, Seqwater shall provide a written response to the employee and must detail the reasons for the rejection of the application.

1.15.6 If Seqwater seeks or agrees to enter into an IFA, Seqwater must provide the employee with a written IFA proposal. Where the employee's understanding of written English is limited, Seqwater

must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

1.15.7 Seqwater must ensure that the terms of the IFA:

- (a) Are permitted matters under Section 172 of the Act;
- (b) Do not include unlawful terms under Section 194 of the Act;
- (c) Be entered into after the employee has commenced employment with Seqwater;
- (d) Result in the employee being better off overall at the time the agreement is made than the employee would have been if no IFA had been agreed to; and
- (e) Will not impact upon the workplace health and safety obligations (e.g. fatigue, security).

1.15.8 Seqwater must ensure that the IFA:

- (a) Is in writing;
- (b) Includes the name of Seqwater and the employee;
- (c) Is signed by Seqwater and the employee and, if the employee is under 18 years of age, signed by the employee's parent or guardian;
- (b) Includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement;
  - (ii) how the arrangement will vary the effect of the terms;
  - (iii) how the employee will be better off overall in relation to the employee's terms and conditions of employment.
- (c) States the date the IFA commences and, if the IFA will expire, the date that it concludes.

1.15.9 Seqwater must ensure a copy of the IFA is given to the employee within 14 days after it is agreed to.

1.15.10 Seqwater or the employee may terminate the IFA:

- (a) By either Seqwater or the employee giving written notice of 28 days to the other party of the arrangement; or
- (b) At any time, by written agreement between Seqwater and the employee.

## PART 2 CONSULTATION AND DISPUTE RESOLUTION

### 2.1 Union Encouragement

- 2.1.1 Seqwater recognises the right of individuals to join a union and will encourage that membership. However it is also recognised that union membership remains at the discretion of individuals.
- 2.1.2 An application for union membership and information on the relevant union(s), as supplied by the unions, will be made accessible to all new employees at the point of engagement.
- 2.1.3 Information on the relevant union(s), as supplied by the unions, will be included in induction materials.

### 2.2 Union Delegates

- 2.2.1 Seqwater acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- 2.2.2 Seqwater employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice; provided that service delivery is not disrupted and work requirements are not unduly affected.
- 2.2.3 Provided that service delivery and work requirements are not unduly affected; delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, email, photocopiers, facsimile machines, meeting rooms and notice boards together with access to a Seqwater Intranet Page. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- 2.2.4 Seqwater Union Delegates who have been duly elected or appointed as union representatives will be provided paid time off not exceeding five days per delegate in any one year non-cumulative to attend training, courses or seminars conducted by the union. A written application shall be made by the union at least four weeks in advance for Seqwater's consideration.
- 2.2.5 Subject to clause 2.2.3, access to the Seqwater Intranet Page will be coordinated through one nominated delegate, on behalf of the Union parties. Content will be published on a monthly basis and will be in accordance with the principles agreed between the parties as tabled at the Joint Consultative Committee (JCC). For clarity, the principles agreed do not form part of this agreement.

### 2.3 Union Participation

An official of the union may enter the workplace or premises to exercise any rights in accordance with the right of entry provisions in Part 3 – 4 of the Act and also to do the following:

- (a) To meet with Seqwater when bargaining for a replacement to Agreement; and
- (b) To assist with representing an employee under a term of this Agreement dealing with resolution of disputes or consultation over workplace changes.

### 2.4 Paid Union Meetings

- 2.4.1 Subject to operational requirements and the terms set out in this clause 2.4, Union members will be allowed to attend one (1) 30 minute paid meetings per year during the term of the Agreement.
- 2.4.2 Paid union meetings will be held at hub locations where practical.
- (a) Union members must attend at the hub location nearest to their usual workplace. Meetings should be scheduled following a scheduled toolbox, maintenance or other group meetings.
- 2.4.3 If a paid Union meeting does not occur, the paid time is not claimable or transferable and does not accumulate.
- 2.4.4 Two (2) extra 30 minute meetings per hub location may be scheduled in the calendar year prior to the date on which the Agreement nominally expires.

### 2.5 Consultation

- 2.5.1 Seqwater is committed to managing the implementation of change effectively and recognises the benefits of regular discussion and consultation with its employees and their nominated union representatives. This clause applies if Seqwater:
- (a) Proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) Proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 2.5.2 For a major change referred to in Sub-clause 2.5.1 (a) Seqwater must notify relevant employees, their nominated representatives and/or their relevant union representatives of the proposal to introduce a major change.
- 2.5.3 A major change is likely to have significant effect on employees if it results in:
- (a) The termination of the employment of employees;
  - (b) Major change to the composition, operation or size of Seqwater's workforce or to the skills required of employees;
  - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - (d) The need to retrain employees;
  - (e) The need to relocate employees to another workplace;

- (f) The restructuring of jobs; or
  - (g) The alteration of ordinary hours of work.
- 2.5.4 As soon as practicable after proposing the major change, Seqwater must consult with relevant employees, their nominated representatives and/or their union representatives at the earliest opportunity as to:
- (a) The introduction of the change;
  - (b) The effect the change is likely to have on the employees; and
  - (c) Measures Seqwater is taking to avert or mitigate the adverse effects of the change on the employees.
- 2.5.5 Seqwater will provide in writing (where necessary) to the relevant employees and their union representatives:
- (a) Relevant information about the change, including the nature of the proposed change;
  - (b) Information about the expected effects of the changes on employees; and
  - (c) Any other matters likely to affect employees.
- 2.5.6 For a change referred to in Sub-clause 2.5.1 (b), Seqwater must notify the employee or relevant employees, their nominated representatives and/or union representatives, of the proposal to introduce the change.
- 2.5.7 Seqwater must:
- (a) Discuss with the relevant employees, their nominated representatives and/or union representatives, information about the proposed change;
  - (a) Invite the relevant employee, their nominated representatives and/or union representatives, to give their views about the impact of the proposed change (including any impact on their family or caring responsibilities); and
  - (a) Give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- 2.5.8 Seqwater is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.5.9 Seqwater must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 2.5.10 For the purpose of this clause, the term relevant employees means the employees who may be affected by the change.

## 2.6 Dispute Resolution Procedure

- 2.6.1 One of the fundamental objectives of this Agreement is to eliminate lost time in the event of a grievance or dispute arising, and that it is in the best interests of all parties to achieve prompt

resolution of grievances and disputes.

- 2.6.2 The most effective procedure to achieve that is for the responsibility for the resolution of the grievance or dispute to remain as close as possible to the source of the grievance or dispute. However, an employee or Seqwater may choose, at any time, to have a representative (including union representative) involved in the dispute settling procedure.
- 2.6.3 The matters to be dealt with in those procedures shall include all grievances or disputes between an employee and Seqwater in respect of any matter arising under the Agreement, any matter arising under the NES and any other employment related matter between the employee and Seqwater. Such procedures shall apply to a single employee or to any number of employees.
- 2.6.4 In the event of an employee having a grievance or dispute, then:
- Step 1:** In the first instance the employee will attempt to resolve the matter with their immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances.
- Step 2:** If the grievance or dispute is not resolved, the employee or, if the employee so chooses, their representative, may refer the matter to the next higher level of management for discussion. Such discussion should take place as soon as reasonably possible. If the grievance or dispute concerns alleged actions by the supervisor referred to in Step 1 or 2, then the employee can bypass the relevant Step of the procedure and refer the matter to Step 3 for discussion.
- Step 3:** If no agreement is reached at Step 2, the matter may be reported to the state officials of the relevant union/s or a nominated representative of the employee and the appropriate General Manager or a nominated People and Culture Representative thereof for their joint consideration.
- Step 4:** If the grievance or dispute is still unresolved after discussion mentioned above, either party may refer the grievance or dispute to the Fair Work Commission for conciliation and, if necessary, arbitration. If arbitration is necessary, the Fair Work Commission may use all of the powers available to it under the Act.
- 2.6.5 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Fair Work Commission with a view to the prompt settlement of the dispute.
- 2.6.6 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 2.6.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 2.6.8 An employee who is a party to a dispute must, while the dispute is being resolved:
- (a) Continue to work in accordance with this Agreement, unless the employee has a reasonable concern about an imminent risk to

his or her health or safety;

- (a) Comply with any reasonable direction given by Seqwater to perform other available work, either at the same workplace or at another workplace; and
- (b) Discussions at any stage of the procedure will not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it will be open to either party to refer the dispute to the Fair Work Commission.

2.6.9 The status quo or other without prejudice agreed work practices should be maintained while the dispute resolution procedure is being followed. The application of this clause should not be unreasonably applied.

2.6.10 Subject to the mutual agreement of the parties an alternative body can be utilised to assist in resolving any grievance or dispute.

## PART 3 TERMS AND CONDITIONS OF EMPLOYMENT

### 3.1 Employment Categories

Employees are to be employed by Seqwater in one of the following categories: permanent employee (full time employee; part time employee); trainee; apprentice; fixed term or casual employee.

### 3.2 Employee to be Informed

At the time of engagement, Seqwater will inform each employee of the terms of their engagement including their employment category in accordance with Clause 3.1.

### 3.3 Termination of Employment

#### 3.3.1 Notice of termination by Seqwater

- (a) In order to terminate the employment of an employee, Seqwater must give to the employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to the above, employees over 45 years of age at the time of the giving of the notice with not less

than two (2) years' continuous service, are entitled to an additional week's notice.

- (c) Payment in lieu of the prescribed notices above must be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee after working part of the required period of notice if agreed by Seqwater and by Seqwater making payment for the remainder of the period of notice.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, Seqwater would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
  - (i) the employee's ordinary hours of work (even if not standard hours);
  - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - (iii) any other amounts payable under the employee's contract of employment.
- (e) The period of notice in this clause does not apply:
  - (i) in the case of dismissal for serious misconduct;
  - (ii) to employees engaged for a specific period of time or for a specific task or tasks;
  - (iii) to trainees and apprentices whose employment under a training contract or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
  - (iv) to casual employees.
- (f) Job search entitlement: Where Seqwater has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with Seqwater.

#### 3.3.2 Notice of termination by employee:

- (a) The notice of termination required to be given by an employee is two (2) weeks. If an employee fails to give the notice, Seqwater has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received, provided that employment may be terminated by Seqwater within the prescribed notice period, in which case the balance of the notice period shall be paid in lieu.
- (b) Seqwater may not require the employee to work the notice period provided by the employee. Should this be the case any payment in lieu of notice is limited to two

(2) weeks from the date the employee notifies of their intention to resign.

### 3.4 Probationary Period

The appointment of all employees (other than casual employees) shall be subject to the completion of a probationary period. For all employees, the probationary period shall be three (3) months from the date of commencement of their employment with Seqwater.

### 3.5 Employment Security

Seqwater is committed to ensuring a stable and engaged workforce. There will be no forced redundancies for the life of the agreement.

### 3.6 Redundancy

Once a definite decision by Seqwater has been made which requires a termination and/or redundancy, Seqwater will consult with affected employees about the change. Refer to Schedule 7.

### 3.7 Full Time Employment

The full time hours for an employee under this agreement shall be 38 hours per week.

### 3.8 Part Time Employment

3.8.1 Ordinary working hours for a part time employee shall be less than 38 hours per week. A part time employee may work on any day, or any number of days of the week. There shall be no requirement to work on consecutive days of the week. Ordinary working hours of a part time employee shall not be less than four (4) hours on any one day when work is performed.

3.8.2 A part time employee shall be paid for the actual hours worked in a week, at the same hourly rate as would be payable to a full time employee in the same classification level.

3.8.3 Subject to the provisions contained herein, all other provisions of the Agreement applicable to a full time employee apply on a pro rata basis to a part time employee.

### 3.9 Casual Employment

3.9.1 A casual employee shall be engaged for a minimum of two hours for each engagement. For time worked, a casual employee shall be paid the following percentages of the ordinary time rate of pay contained in this Agreement for the class of work upon which the employee is engaged.

3.9.2 For ordinary time:

- (a) Monday to Friday 123%;
- (b) Saturday 173%;
- (c) Sunday 223%; and
- (d) Public holidays 273%.

3.9.3 For overtime:

- (a) Monday to Saturday 173% of the ordinary time rate for a casual employee (for the first three hours of overtime); 223% of the ordinary time rate for a casual employee (thereafter);
- (b) Sunday 223% of the ordinary time rate for a casual employee (for all overtime); and
- (c) Public holidays 273% of the ordinary time rate for a casual employee (for all overtime).

3.9.4 The ordinary time rate of pay contained in this Agreement for the class of work upon which a casual employee is engaged, and the percentages of the ordinary time rate of pay (for ordinary time and for overtime) referred to at 3.9.2 to 3.9.3 above, are to compensate a casual employee for not having the same entitlements as a full-time or part-time employee (including entitlements to annual leave, personal leave, and public holidays not worked). In the event that a casual employee was, during all or some of their engagement, other than a casual employee (ie. a full-time or part-time employee), Seqwater may offset all amounts paid to the casual employee (including loadings, allowances or overtime) against any liability arising from them having been engaged other than as a casual employee.

3.9.5 Irrespective of the duration of each engagement, casual employees shall be paid fortnightly on the same day as other employees.

### 3.10 Right to request casual conversion

- (a) A person engaged by Seqwater as a regular casual employee can request that their employment be converted to full-time or part-time employment.
- (b) A regular casual employee who has worked:
  - (i) equivalent full-time hours over the preceding period of 12 months' casual employment, can request to have their employment converted to full-time employment; or
  - (ii) less than equivalent full-time hours over the preceding period of 12 months' casual employment, can request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (c) Any request under this Sub-clause must be in writing and provided to Seqwater.
- (d) Where a regular casual employee seeks to convert to full-time or part-time employment, Seqwater 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.
- (e) Reasonable grounds for refusal include that:
  - (i) 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 paragraph (b);

- (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) 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 12 months; or
  - (iv) 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 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (f) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
  - (g) Where Seqwater refuses a regular casual employee's request to convert, Seqwater must provide the casual employee with its reasons for refusal in writing within 21 days of the request being made. If the employee does not accept Seqwater's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 2.6 of this Agreement.
  - (h) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, Seqwater and the employee must discuss and record this agreement in writing. The agreement will be on such terms and conditions as Seqwater typically offers full-time and part-time employees who are covered by this Agreement. Nothing in this Sub-clause (h) limits Seqwater's discretion to amend from time to time the terms and conditions that it typically offers.
  - (i) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
  - (j) 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 Seqwater.
  - (k) 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 this clause.
  - (l) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor

permits Seqwater to require a regular casual employee to so convert.

- (m) Nothing in this clause requires Seqwater to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (n) Seqwater must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this Sub-clause within the first 12 months of the employee's first engagement to perform work.
- (o) A casual employee's right to request to convert is not affected if Seqwater fails to comply with the notice requirement in paragraph (n).

### 3.11 Fixed Term Employment

A fixed term employee is an employee who is employed for fixed period of time. Such employees are entitled to all conditions as set out in this Agreement and are to be paid at the rates for the classification level applicable for the position as prescribed by this Agreement.

### 3.12 Apprentices and Trainees

The salaries and other provisions in Schedule 8 shall apply to the employment of apprentices and trainees. All other entitlements will be as per this Agreement.

### 3.13 Fitness for Duty

- 3.13.1 Seqwater may require an employee to furnish a medical report or undergo an examination by a medical practitioner nominated by Seqwater where the employee:
  - (a) May be unfit or incapable of discharging duties;
  - (b) May be a danger to themselves, other employees or members of the public due to state of health;
  - (c) Has been absent through illness for a continuous period exceeding 13 weeks; or
  - (d) Has been absent through illness and the authorised officer believes that the employee is not fit to resume duty.
- 3.13.2 An employee who is required to furnish a medical report or undergo a medical examination under Clause 3.13.1 must do so as soon as practicable.

## **PART 4**

### **WAGES AND WAGE RELATED MATTERS**

#### **4.1 Payment of Wages**

All salaries and allowances shall be paid fortnightly in arrears to employees by means of electronic funds transfer directly into an account with a financial institution nominated by the employee. For the purpose of calculating the amount payable fortnightly in respect of annual salaries, the annual salaries shall be divided by 26.

#### **4.2 Performance of Higher Duties**

4.2.1 When an employee is engaged wholly or mainly on duties other than those of the employee's usual classification, the employee shall be paid the existing classification level of the employee so relieved. Provided that this provision shall not apply where relieving duties are performed for not more than two (2) days at a time.

4.2.2 Provided that where the employee so relieved holds a position for which the Agreement provides annual increments, the employee engaged in relieving shall be paid the appropriate salary applicable to the first year of service, and whilst continuing to perform such duties shall receive the prescribed annual increments.

#### **4.3 Wage increases**

4.3.1 This Clause 4.3 provides for salary payable to employees (other than apprentices and trainees) during each year of this Agreement.

4.3.2 The total amount each employee is eligible to receive during each year of this Agreement:

- (a) Is set out according to the employee's stream in Schedules 1 to 5 of this Agreement, and is based on the employee's level and pay point;
- (b) Incorporates annual increases to the base salary; and
- (c) The effective date and percentages for the annual increase are set out below:

<b>Effective Date</b>	<b>Guaranteed Wage Increase</b>
1 July 2019	2.8%
1 July 2020	0%
1 July 2021	2.8%
1 January 2022	2.8%
1 July 2022	2.8%

No employee will experience a reduction in ordinary time earnings solely as a result of this Agreement.

#### **4.4 Superannuation and Salary Sacrificing**

##### 4.4.1 Superannuation fund

- (a) In accordance with federal superannuation guarantee legislation, employees covered by this Agreement can choose a complying superannuation fund. Seqwater will make superannuation contributions on behalf of employees as required by the superannuation guarantee legislation. This amount may be less than employer contributions to Seqwater's default fund.
- (b) Employees who do not exercise choice to nominate an alternate superannuation fund will become members of the default fund.
- (c) Seqwater has nominated QSuper as the default fund for superannuation purposes. Employees who participate in QSuper are entitled to benefits calculated in accordance with the governing rules of QSuper.

##### 4.4.2 Additional superannuation

It is agreed between the parties that all employees may contribute in excess of the minimum superannuation guarantee requirements, subject to the following:

- (a) Arrangement for salary sacrifice is to be at the discretion of the individual employee concerned;
- (b) The salary for superannuation purposes will be the Agreement salary applying to the employee; and
- (c) Any such arrangement under this clause shall comply with current Australian Taxation Office and superannuation rules, guidelines and legislative provisions.

##### 4.4.3 Salary packaging

- (a) Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement that is at no cost to Seqwater. Seqwater and an employee may agree in writing that the employee can sacrifice a part of their salary to benefits agreed between the parties, including superannuation.
- (b) The salary of the employee for the purpose of any allowances or payments which are directly related to the employee's salary shall be the pre-salary sacrifice rate of pay, that is, the salary set out in this Agreement as subsequently increased in accordance with this Agreement.
- (c) Seqwater encourages the employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- (d) All salary sacrifice agreements will be subject to any Federal taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time, and (in the case of superannuation) to the requirements of the Superannuation Scheme.

## **PART 5**

### **CLASSIFICATION AND CLASSIFICATION STRUCTURE**

#### **5.1 Classification**

Each employee, other than an apprentice or a trainee, or a Senior Manager (as defined in this Agreement) is to be appointed or assigned to a position at the appropriate classification level for such position as approved by Seqwater.

#### **5.2 Classification Structure**

5.2.1 The classification structures for the six (6) streams are set out in the attached schedules to this Agreement. These schedules cover:

- (a) Professional Stream (Schedule 1);
- (b) Administration Stream (Schedule 2);
- (c) Trade Stream (Schedule 3);
- (d) Operational Stream (Schedule 4);
- (e) Water Officer Stream (Schedule 5); and
- (f) Apprentices and Trainees (Schedule 8).

5.2.2 Positions are evaluated against the classification descriptors to determine the appropriate classification and level. This process provides for equal remuneration for all men and women employees covered by the Agreement for work of equal or comparable value.

#### **5.3 Movement Between Classification Levels**

5.3.1 Movement between classification levels will be based on appointment on merit to advertised vacancies as set out in the attached Schedules 1 to 5.

5.3.2 Clause 5.3.1 does not apply to movement between levels where an employee completes the competencies required to progress to the first pay point of the next highest level.

#### **5.4 Movement within Classification Levels**

5.4.1 Except in the circumstance of promotion, or transfer and promotion from one classification level to another, an increase will not be made to the pay point of any employee until:

- (a) In the case of a full time employee, such employee has received such pay point for a period of 12 months;
- (b) In the case of a part time employee, the employee has received a pay point at a particular classification and pay point for a period of at least 12 months and the employee has worked 1,200 ordinary hours in such classification; and
- (c) In the case of a casual employee with 12 months' continuous service with Seqwater, the employee has received a salary at a particular classification and

pay point for a period of at least 12 months and the employee has worked 1,200 ordinary hours in such classification.

5.4.2 For the purpose of this clause, continuous service for a casual employee ends if the employment is broken by more than three (3) months between the end of one employment contract and the start of the next employment contract. Absences from work on public holidays do not break, or contribute to a break, in the continuity of service.

5.4.3 Despite anything contained in this Agreement, no employee will be entitled to receive annual increments unless the employee has obtained a successful achievement of rating 4 – Succeeding (achieving KPIs and doing well) in key performance indicators and capability ratings as outlined in the employee's Talent and Performance Plan as approved by the relevant Manager (or an equivalent level of achievement, in the event Seqwater replaces or amends its Talent and Performance Plan during the term of this Agreement).

## **PART 6**

### **HOURS, BREAKS AND OVERTIME**

#### **6.1 Hours of Work**

6.1.1 AO and PO streams

- (a) The ordinary hours of duty for employees under this Agreement are 38 hours per week.
- (b) The ordinary spread of hours for employees shall be 6.00 a.m. to 6.00 p.m. Monday to Friday, except where provided otherwise.
- (c) An employee may request to work ordinary time outside of the ordinary spread of hours and the relevant Manager may approve this request subject to operational requirements. All ordinary time worked under this arrangement will be paid at the ordinary rate.
- (d) All ordinary time worked between midnight on Friday and midnight on Saturday not being overtime shall be paid for at one and a half (1.5) times the ordinary rate and between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

6.1.2 OO and TO streams

- (a) The ordinary hours of work for employees will be an average of 38 hours per week to be worked on one of the following bases:
  - (i) 38 hours within a work cycle not exceeding 7 consecutive days;
  - (ii) 76 hours within a work cycle not exceeding 14 consecutive days;

- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 152 hours within a work cycle not exceeding 28 consecutive days.
- (b) Ordinary hours are subject to the following:
  - (v) ordinary hours worked on a Saturday shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter. For ordinary hours worked on a Saturday, the minimum engagement will be two (2) hours; and
  - (vi) ordinary hours worked on a Sunday shall be paid for at the rate of double time.
- (c) The ordinary hours of duty for employees under this Agreement are 38 hours per week;
- (d) The ordinary spread of hours for employees shall be 6.00 a.m. to 6.00 p.m. Monday to Friday, except where provided otherwise; and
- (e) An employee may request to work ordinary time outside of the ordinary spread of hours and the relevant Manager may approve this request subject to operational requirements. All ordinary time worked under this arrangement will be paid at the ordinary rate.

### 6.1.3 38 hour week arrangement

- (a) The ordinary starting and finishing times of various groups of employees or individual employees may be staggered, subject to Seqwater's operational requirements.
- (b) The 38 hour week shall be worked on one of the following bases, in accordance with a roster as determined by Seqwater and to be operationally suitable for that location:
  - (i) By employees working less than eight (8) ordinary hours each day;
  - (ii) By employees working less than eight (8) ordinary hours on one or more days in each work cycle;
  - (iii) By fixing one or more work days on which all employees will be off during a particular work cycle; or
  - (iv) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that work cycle.
- (c) Seqwater may allow access to at least one rostered day off in any work cycle, except where Seqwater and the employee otherwise agree.

- (d) Should Seqwater determine that the ordinary hours of work are to exceed eight (8) hours on any day, this will enable more than one day to be taken off during a particular work cycle.
- (e) The hours of work may be arranged to enable employees to accrue a day off. Hours may be accrued inside and/or outside of the ordinary spread of hours of duty by prior mutual agreement. Seqwater may allow the employee concerned to accrue up to a maximum of five (5) days off. The taking of such time shall be mutually agreed in advance.
- (f) Where such agreement has been reached, the accrued days off shall be taken within 12 calendar months of the date on which the first day off was accrued.
- (g) Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.

## 2.2 Shift Work

### 6.2.1 Shift work arrangements

- (a) Shift work may be introduced to meet operational requirements. Such shift work shall be worked in accordance with a roster as approved by Seqwater, and Seqwater will consult with employees in relation to the implementation of the roster. The roster can be worked on one of the following bases:
  - (i) A work cycle not exceeding 7 consecutive days;
  - (ii) A work cycle not exceeding 14 consecutive days;
  - (iii) A work cycle not exceeding 21 consecutive days; or
  - (iv) A work cycle not exceeding 28 consecutive days.
- (b) Provided that having regard to operational requirements rostered shifts may be mutually exchanged between employees, provided such exchange occurs within the same pay period.
- (c) A roster setting out the employee's days of duty and starting and finishing times on such days shall be displayed in a place conveniently accessible to employees at least one work cycle in advance.
- (d) Changes within a roster shall be by agreement between Seqwater and the employee concerned, but failing agreement, 24 hours notice of any change in the roster shall be given. Seqwater has the right to change any roster in emergency circumstances arising from causes outside of Seqwater's control which involve the possibility of physical danger to employees or plant. For circumstances within Seqwater's control where 24 hours' notice is not provided, Seqwater will pay the employee time and a quarter for the next shift.

### 6.2.2 Shift allowance

- (a) Employees working afternoon shifts are paid an allowance of 15% per shift for all ordinary time worked in addition to their ordinary salary.
- (b) Employees working night shifts are paid an allowance of 20% per shift for all ordinary time worked in addition to their ordinary salary.
- (c) Provided that in respect to the calculations of payments as prescribed by Clause 6.2.2 (a) and (b), they shall be made upon the majority of shift basis in respect of ordinary hours worked where the starting and finishing times occur on different days over the period Monday to Friday, both days inclusive.
- (d) These allowances shall not apply to work performed between midnight Friday and midnight Sunday or on public holidays.

## 6.3 Meal Breaks

### 6.3.1 Meal break during ordinary hours of work

- (a) An employee will be entitled to an unpaid meal break of a minimum of 30 minutes and a maximum of two (2) hours, with the commencement of the meal break to be taken between the 4th and 6th hour.
- (b) The duration of a meal break having been determined as the recognised meal break in accordance with Sub-clause 6.3.1(a) may only be altered by mutual agreement to a proposed change or by the giving of 24 hours' notice to the employee concerned.
- (c) Shift workers shall be allowed 30 minutes for crib without loss of pay to be taken in such a manner as to not interfere with the continuity of work or operational requirements.
- (d) All pre-authorised work directed by Seqwater done during the recognized meal break shall be paid for at time and a half. Such payment will continue until a meal break is taken.
- (e) Employees who are engaged to undertake fire fighting and/or undertaking burn off duties shall be allowed 30 minutes for meal break without loss of pay to be taken in such a manner as to not interfere with the continuity of work or operational requirements.

### 6.3.2 Continuity of work during meal breaks

- (a) Where the efficiency of Seqwater may be increased through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes, without penalty.
- (b) The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed.
- (c) Where work requires, Seqwater and the employees may agree to reduce the normal meal break duration to 30

minutes, taken within the normal starting and ceasing time of the meal break:

- (i) Provided that employees who normally have a one (1) hour or 45 minute meal break shall finish work 30 minutes or 15 minutes earlier respectively.

### 6.3.3 Meal breaks during overtime

- (a) Employees required to continue work after the normal ceasing time shall be entitled to a 30 minute paid crib break after two (2) hours' work where work is to continue beyond two (2) hours.
- (b) Provided that where such overtime continues beyond 6.00 p.m., a 30 minute paid crib break shall be provided after one hour where work is to continue beyond one (1) hour.
- (c) After each further period of four (4) hours' overtime on the same day, the employee shall be allowed 45 minutes for crib where work is to continue beyond four (4) hours.
- (d) No deduction of pay shall be made in respect of such crib break.
- (e) In all other circumstances, an employee shall be entitled to a crib break of 30 minutes after five (5) hours of overtime where the employee is required to work beyond the fifth hour. A further crib break of 45 minutes shall be provided after each additional period of four (4) hours where the employee is required to work beyond this period. No deduction shall be made for such crib breaks.

## 6.4 Rest Pauses

All employees shall be entitled to a rest pause of 10 minutes' duration in Seqwater's time in the first and second half of the daily work (if over four (4) hours per day, otherwise one (1) rest pause). Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary and may be taken in a manner which results in both rest pauses being combined into one (1) rest period of 20 minutes per day.

## 6.5 Overtime

6.5.1 Seqwater may require an employee to work reasonable overtime at overtime rates. Seqwater will notify an employee if overtime is required to be performed.

6.5.2 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 with regard to:

- (a) Any risk to the employee's health and safety;
- (b) The employee's personal circumstances including any family responsibilities;
- (c) The needs of the workplace or enterprise;

- (d) The notice (if any) given by Seqwater of the overtime and by the employee of his or her intention to refuse it; and
  - (e) Any other relevant matter.
- 6.5.3 Except as otherwise provided in this clause, overtime worked either outside the spread of ordinary hours on any day or in excess of the ordinary weekly hours shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter.
- 6.5.4 In calculating overtime, each day's work stands alone
- 6.5.5 The following provisions will apply to an employee in receipt of salary equal to or in excess of the first increment in AO Level 8/1, PO level 5/1 and TO MS2 and by agreement between Seqwater and the affected employee:
- (a) Subject to the provisions set out in the sub-clauses below, upon claiming for overtime the employee shall be given time off equivalent to time worked either outside the spread of ordinary hours of any day or in excess of the ordinary weekly hours (time off in lieu);
  - (b) Where the employee has applied for time off in lieu and this has been declined by Seqwater, and at least three (3) months have lapsed since the overtime was worked and the time off in lieu has not been taken during this period, the overtime accrued shall be paid at the appropriate overtime rates following a written request by the employee;
  - (c) If at least three months expire from the time the overtime was worked and no application for equivalent time off in lieu has been received, Seqwater may (in the event that agreement cannot be reached with the employee) within five (5) working days advise the employee (in writing) the time or times during the ensuing month at which the employee will take off the equivalent time off in lieu. Provided that Seqwater (unless agreed otherwise) must give at least three (3) working days' notice of time off in lieu to be taken; and
  - (d) Should at least four (4) months elapse from the working of the overtime and the employee has not made application for time off in lieu and Seqwater has not exercised its rights in the above paragraph, the employee will be paid the time off in lieu at overtime rates by submitting a request in writing.
- 6.5.6 Provided further that by agreement between Seqwater and the employee, employees in receipt of salaries less than that prescribed by Clause 6.5.4 may upon claiming for overtime be given time off in lieu of overtime payments in the same terms prescribed by Clause 6.5.4.
- 6.5.7 All overtime worked on Saturdays shall be paid at time and half for the first three (3) hours and then double time thereafter. All overtime on a Sunday shall be paid for at the rate of double time with a minimum payment as for three (3) hours.

## 6.6 Call-back

- 6.6.1 An employee will be deemed to be on a call-back if the employee is recalled to work overtime after leaving Seqwater's premises or worksite and without receiving prior notice of the requirement to work overtime before ceasing work. Provided that employees will be deemed not to be recalled where the employee works such overtime continuous with the employee's ordinary hours or where the employee was on call and clause 6.7 applies.
- 6.6.2 Call-back for OO, TO and WO classifications
- (a) Subject to clauses 6.6.2(b), 6.6.2(c), and 6.6.2(d), where OO, TO and WO classifications are recalled to work to perform duties, the employee is entitled to:
    - (i) For a recall on Monday to Friday, payment at the prescribed overtime or penalty rate, with a minimum payment of three (3) hours;
    - (ii) For a recall on Saturday or Sunday, either
    - (iii) Payment at the prescribed overtime or penalty rate, with a minimum payment of three (3) hours; or
    - (iv) At the employee's option, time off equivalent to the number of hours worked (with time off in lieu being taken at a mutually convenient time to be agreed between the employee and their supervisor).
  - (b) Where OO, TO and WO classifications are recalled to work at least three (3) hours prior to commencing their ordinary starting time, the employee is entitled to payment at the rate of double time for a minimum of three (3) hours.
  - (c) Where OO, TO and WO classifications are recalled to work to perform duties, the employee is entitled to:
    - (i) For a recall between Monday and Friday between midnight and 6.00 a.m. (including for all time worked up to the employee's ordinary starting time); and
    - (ii) For a recall between midnight on Friday and 7.00am on Saturday, or between midnight on Saturday and 7.00am on Sunday,
  - (d) payment at the rate of double time for a minimum of four (4) hours (excluding public holidays).
  - (e) Where OO, TO and WO classifications are recalled to work on a public holiday:
    - (i) Payment at double time and a half, with a minimum payment of four (4) hours for the day;

- (ii) One (1) day of ADO accrual will be added to ADO balance as per Clause 6.1.3(e)(with the ADO taken at a mutually convenient time to be agreed between the employee and their supervisor).

### 6.6.3 Call-back for AO and PO classifications

Where AO and PO classifications are recalled to work to perform duties, the employee is entitled to be paid for the time worked at the prescribed overtime rate with a minimum payment of three (3) hours for each recall:

- (a) Provided further that, should an employee be recalled to work within that three (3) hour period, no further minimum payment shall apply to that work. Hours extending beyond the minimum payment period will be paid for at the prescribed overtime rates.

## 6.7 On call

- 6.7.1 Where an employee is instructed to be available on call outside ordinary or rostered working hours on a weekly basis, such employee shall be paid, in addition to their ordinary rate of pay, a weekly allowance as stipulated in the table below.

	1-July-2019	1-July-2020	1-July-2021
OO, TO and WO streams	\$418.40	\$430.95	\$443.88
AO and PO streams	\$258.84	\$351.36	\$443.88

- 6.7.2 Employees instructed to be available on call on a daily basis shall be paid an amount equal to the above weekly allowance divided by seven (7) for each day they are required to remain on call.

### 6.7.3 Call out

An employee who is on call and in receipt of an on call allowance will also be paid at the appropriate overtime rate for time worked on a call out. They shall be paid a minimum payment of three (3) hours for each call out at the prescribed overtime rate, provided that such minimum payment shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty:

- (a) Provided further that, should an employee be called out to work within that three (3) hour period, no further minimum payment shall apply to that work which shall be separately paid for at the prescribed overtime rates; and
- (b) Provided that payment will only be made to employees who are called out to undertake activities that are critical to operations at that time and cannot be undertaken the following day during the ordinary span of hours.

### 6.7.4 Remote response

An employee who is on call and in receipt of an on call allowance who is called out to perform duties that do not require the employee to leave

the employee's place of residence, between the hours of 5pm and 11pm will be paid for time worked with a minimum payment of one (1) hour at ordinary time, and between the hours of 11pm and 5am will be paid for time worked with a minimum payment of two (2) hours at time and a half:

- (a) Provided that should such employee be called out again to perform duties separately within the minimum payment period, no further payment shall apply; and
- (b) Provided further that the employee will be responsible for the recording of such requests which will require subsequent verification by Seqwater.

## 6.8 Nine Hour Break

- 6.8.1 Where possible, employees are to be given an adequate break when working overtime between consecutive work days.
- 6.8.2 Employees will be given no less than nine (9) consecutive hours off duty between the end of their normal or rostered work on one day and the beginning of normal or rostered work on the next day. The break is exclusive of reasonable travel that is required for the employee to return home.
- 6.8.3 In cases where employees work overtime between 11.00 p.m. on one day and 5.00 a.m. on the next, then the nine (9) consecutive hour break will commence from the conclusion of their last period of overtime even if it continues after 5.00 a.m. The total overtime worked between 11.00pm and 5.00 a.m. must be not less than one (1) hour in aggregate.
- 6.8.4 The arrangements as outlined above, will also apply when overtime is worked on Sunday or a public holiday prior to a rostered work day.
- 6.8.5 The safety of employees is most important and there may be circumstances where a nine (9) hours' break may not be available but due to fatigue, it is determined that an employee should be given a break from work. In these cases, supervisors will have a discretionary right to provide additional paid time.
- 6.8.6 The provisions of this clause shall apply in the case of shift workers who rotate from one shift to another when overtime is worked.

## 6.9 Access to Flexible Working Arrangement

- 6.9.1 An employee may apply for a Flexible Working Arrangement in relation to:
  - (a) Hours of work;
  - (b) Changes to start and finish times;
  - (c) Pattern in which work is performed;
  - (d) Job sharing;
  - (e) Location of work;
  - (f) Work from home;

- (a) Compressed working hours; and
  - (a) Any other reasonable matter.
- 6.9.2 An employee may request a Flexible Working Arrangement in writing, at least 4 (four) weeks before the proposed arrangement commences.
- 6.9.3 An application must be considered and responded by Seqwater to within 2 (two) weeks of receiving the written request.
- 6.9.4 An application must be considered on its merit and not be unreasonably refused.
- 6.9.5 If the employee is entitled to make a request for flexible working arrangements under clause 6.9.1, Seqwater will provide the employee with written reasons for refusing the employee's request. Otherwise, if the application is rejected, an employee may request in writing feedback as to why the application was rejected.
- 6.9.6 The feedback provided to the employee must address:
- (a) the operational reasons inhibiting the approval of the proposed Flexible Working Arrangement;
  - (b) potential alternative measures that may be provided by Seqwater in consultation with the employee; and
  - (c) if the operational requirements are temporary in nature, the time in which Seqwater may be able to reconsider the application.
- 6.9.7 The Disputes Resolution procedure as outlined in clause 2.6 will be utilised if disagreement between either party in relation to an application for a Flexible Working Arrangement exists.
- 6.9.8 Termination of a Flexible Working Arrangement
- (a) Seqwater may only terminate a Flexible Working Arrangement, should the inherent and genuine needs of the business change so significantly that the Arrangement is no longer able to be accommodated.
  - (b) Seqwater or the Employee must provide 6 weeks' notice of termination of the Arrangement in writing, or earlier by mutual agreement.
  - (c) The written advice of the termination provided to the employee must address;
    - (i) The operational reasons for the termination of the Arrangement;
    - (ii) Potential alternative measures that may be provided by Seqwater in consultation with the employee; and
    - (iii) If the operational requirements are temporary in nature, the time in which Seqwater may be able to reconsider the termination.

- (d) The Disputes Resolution procedure as outlined in clause 2.6 will be utilised if disagreement between either party in relation to an application for a Flexible Working Arrangement exists.
- (e) At all times an employee's safety and wellbeing is essential in implementing flexible work arrangements.

## 6.10 Job Sharing

- 6.10.1 Job sharing is where two or more employees are able to make arrangements that allow the employees concerned to share one full-time position.
- 6.10.2 Approval of job sharing will be at the discretion of Seqwater and subject to mutual agreement between the relevant supervisor/manager and the individual employees concerned, on the hours to be worked and roster arrangements that ensure the arrangement is cost neutral to Seqwater.
- 6.10.3 The employees are required to meet the daily/weekly/monthly hours of the position as determined between the employees concerned, based on their respective personal needs, in consultation with and as approved by their supervisor. Other flexible arrangements such as the individual employees sharing the job via extended block periods up to six (6) months will be considered subject to operational requirements or constraints.
- 6.10.4 Employees who enter these arrangements will be paid ordinary time rates of pay for all hours that make up the aggregated hours of work of the nominated position. Overtime will only be paid when the daily ordinary hours are exceeded (7.6 hours) and/or the weekly hours of 38 hours. Annual leave and other notified leave requirements will be covered between the employees involved up to the 38 hours per week at base rates of pay.
- 6.10.5 Accrual of annual leave, personal leave and long service leave will be calculated on a pro rata basis on the actual hours worked and recorded by each individual.

## PART 7 LEAVE AND PUBLIC HOLIDAYS

### 7.1 Annual Leave

Employees will, as a minimum, receive Annual Leave in accordance with the *Fair Work Act 2009* as amended or replaced from time to time

#### 7.1.1 Annual leave entitlement

- (a) Every employee covered by this Agreement, other than a casual employee, shall, subject to the provisions in this clause, be entitled to:
  - (i) Four (4) weeks of paid annual leave, if the employee is not employed in the capacity of a continuous shift worker; and



- (ii) Five (5) weeks of paid annual leave, if the employee is employed in the capacity of a continuous shift worker.
  - (b) An employee's entitlement to paid annual leave accrues progressively during a year of service according to an employee's ordinary hours of work and accumulates from year to year.
  - (c) Provided that annual leave as prescribed in Clause 7.1.1 (a) is not to accrue during periods of leave without pay authorised by Seqwater which exceed three (3) days, for the purposes of calculating the three (3) days for this provision each period of leave without pay taken by an employee must be treated separately and such periods cannot be treated cumulatively.
  - (d) Annual leave shall be exclusive of any statutory holiday occurring during the period of that annual leave.
  - (e) Employees in receipt, immediately prior to taking paid annual leave, of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement, will have their annual leave paid at that excess rate.
  - (f) In every other case, employees will be paid at the ordinary rate including, where applicable, higher duties payable to the employee immediately prior to the taking of the annual leave.
- 7.1.2 On termination of the employment of any employee, such employee shall be paid for any accrued annual leave standing to the employee's credit. Payment of accrued annual leave will be made according to the NES.
- 7.1.3 Annual leave for Continuous Shift Workers
- (a) This clause only applies to continuous shift workers who are in receipt of projected roster payments for annual leave as at 1 July 2016.
  - (b) These continuous shift workers are entitled to receive payment for projected rosters. This means the payment of penalties (i.e. weekend, afternoon and night shifts and public holidays) which would have been worked on a projected roster. It does not mean the payment of projected overtime. The total additional payments made as a result of the projected roster cannot fall below the equivalent of 17.5% on the number of weeks determined in Clause 7.1.1.
  - (c) These continuous shift workers are not entitled to receive the leave loading that is outlined in Clause 7.1.6.
- 7.1.4 Time of taking leave
- (a) Annual leave shall be given and taken at a time mutually convenient to Seqwater and the employee concerned as far as practicable.
  - (b) Seqwater may direct an employee onto annual leave with two (2) weeks' notice.
  - (c) An employee may elect, with the consent of Seqwater, to take annual leave in single day periods or part of a single day not exceeding a total of 10 days in any calendar year, at a time or times mutually agreed between them.
- (d) Payment of accrued annual leave shall be given in addition to any notice of termination of employment.
  - (e) With the approval of Seqwater, an employee may be granted the option to take Annual Leave at the rate of half-pay to extend the period of leave.
- 7.1.5 Annual leave balance target
- (a) Seqwater has an annual leave balance target to reduce annual leave liability. The annual leave balance target for employees is a maximum balance of eight (8) weeks.
  - (b) In order to achieve the reduction to the targeted balances, the employee will develop an annual leave plan, subject to Seqwater approval, which sets out the dates on which annual leave is to be taken for the current and subsequent year. The plan is to be reviewed on an annual basis at which time a plan will be developed for the following year. Amendments to the plan can be made with Seqwater's agreement.
- 7.1.6 Annual leave loading
- Seqwater pays annual leave loading because employees on annual leave do not have the opportunity to work overtime.
- In respect to annual leave entitlements to which Clause 7.1.1 of this Agreement applies, annual leave pay (including any proportionate payments), shall be calculated as follows:
- (a) The employee's ordinary wage rate as prescribed in the relevant schedule for the period of the annual leave; plus a further amount calculated at the rate of 17.5% of the amounts set out in the respective schedules. Seqwater will implement an arrangement for the payment of annual leave loading once each year.
    - (i) Provided further that, where leave loading is paid once a year in December, payment is calculated on the substantive rate as at 1 December as if the employee is actually taking annual leave commencing on 1 December. Provided that where the employee is relieving in a higher position as at 1 December in accordance with Clause 4.2, the employee is to be paid leave loading calculated at the salary rate applicable under higher duties.
    - (ii) Where the arrangement for the payment of annual leave loading once each year is in place, annual leave pay when annual leave is taken shall not be inclusive of the further amount calculated at the rate of 17.5% as per 7.1.5(a)(i).
- 7.1.7 Purchased leave
- (a) Seqwater permanent full time employees who have been employed for a minimum of 12 months may request to purchase additional annual leave.

- (b) Employees may purchase 1, 2, 3 or 4 weeks of leave over a period of 12 months. The commencement of the 12 month period is 1 July of any financial year.
- (c) Employees can apply to purchase additional leave following the advised process by 1 May each year to commence from 1 July. Applications will be considered at the discretion of the relevant Manager.
- (d) The amount of leave purchased cannot be changed during the period. Where the purchased leave cannot be taken in the nominated period, the unused leave credits may be reimbursed at the purchased rate of salary in the last pay period of the financial year.
- (e) An application for purchased leave will not be considered if an employee's accrued annual leave balance is equal to or greater than one (1) year's entitlement at the time of the application.
- (f) The additional leave is purchased by a deduction from the employee's pre-tax salary for each fortnight in the purchasing period. The amount of the deduction is:
 

Hourly salary x number of hours purchased
Number of pay periods in the purchase period
- (g) Purchased leave does not attract leave loading or any other entitlements or allowances associated with annual leave.
- (h) Employees must exhaust annual leave entitlements prior to accessing purchased leave.
- (i) Purchased leave must be taken in a minimum of one (1) week and maximum four (4) week block.

### 7.1.8 Cashing out annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this clause.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause.
- (c) Seqwater and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under this clause must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under this clause must be signed by Seqwater and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) Seqwater agrees to keep a copy of any agreement under this clause as an employee record.

## 7.2 Personal Leave

Employees will, as a minimum, receive Personal Leave in accordance with the *Fair Work Act 2009* as amended or replaced from time to time

### 7.2.1 Sick leave

- (a) Sick leave is leave to which an employee is entitled without loss of pay, due to absence because of illness, or injury not covered by *Workers' Compensation and Rehabilitation Act 2003*.
- (b) The amount of sick leave to which a full time employee is entitled to is 12 days for each completed year of service, which shall include any period of paid leave granted by Seqwater.
- (c) Sick leave may be taken for part of a day. Payment for sick leave will be made based on the number of hours that would have been worked by the employee if the employee were not absent on sick leave.
- (d) An employee's undrawn sick leave shall accrue.
- (e) Applications for sick leave in excess of two (2) days, or if requested by Seqwater, shall be accompanied by a medical certificate or any other evidence that is acceptable to Seqwater.
- (f) Notification is the responsibility of an employee who is absent from work on account of sickness or injury to advise Seqwater as soon as practicable before commencement of work of such absence and likely approximate duration.
- (g) If an employee produces satisfactory medical evidence of illness during annual leave, the absence will be recorded as sick leave and annual leave recredited accordingly provided:
  - (i) The employee has obtained a medical certificate;
  - (ii) The medical evidence indicates the employee was unfit for duty;
  - (iii) Accrued sick leave is available; and

(iv) The medical evidence is provided at the time of illness or if that is not possible, as soon as practicable thereafter.

(h) If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

### 7.2.2 Carer's leave

(a) A full time or part time employee is entitled to use their accrued personal leave to care for members of his or her immediate family or household when they are ill or because an unexpected emergency arises and they require care and support. This entitlement is subject to the employee being the responsible person for the care and support of the person concerned.

Paid carer's leave shall be taken from the employee's accumulated sick leave. If an employee has exhausted their entitlement to paid carer's leave, they may take up to an additional two (2) days unpaid carer's leave each time they qualify to take carer's leave.

A casual employee is entitled to leave work or be unavailable to attend work for up to two (2) days each occasion they need to care for or support members of their immediate family or household who are ill or an unexpected emergency arises or because of the birth of a child.

In normal circumstances, an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

(b) The term 'immediate family' includes the employee's spouse (including a former spouse, a de facto spouse and a former de facto spouse) and a child, an adopted child, a step child, a foster child or ex-foster child, an ex-nuptial child, parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(c) Evidence supporting claim is if the period of carer's leave exceeds two (2) days on any one occurrence, or if requested by Seqwater, the employee shall, by way of production of a medical certificate and/or a statutory declaration stating that the person being cared for is ill and requires care by another person and the employee is responsible for providing the primary care and support of that person.

(d) Notice is required where practical before leave is taken, or otherwise, at the first reasonable opportunity, the employee shall give Seqwater notice of the intention to take carer's leave, the name of the person requiring care and support and their relationship to the employee, the reasons for taking such leave, and the estimated length of absence, or if the reason is for an unexpected emergency, the nature of the emergency.

## 7.3 Bereavement Leave

7.3.1 An employee including long term casual employees will, on the death of his or her:

- (a) Wife or husband;
- (b) De facto;
- (c) Partner;
- (d) Mother or father;
- (e) Legal guardian;
- (f) Mother-in-law or father-in-law;
- (g) Brother or sister;
- (h) Child or stepchild;
- (i) Stepfather or stepmother;
- (j) Half brother or half sister;
- (k) Stepbrother or stepsister;
- (l) Brother-in-law or sister-in-law;
- (m) Niece, nephew;
- (n) Uncle, aunt;
- (o) Cousins;
- (p) Son-in-law or daughter-in-law;
- (q) Grandfather or grandmother;
- (r) Grandson or granddaughter;
- (s) Great grandfather or great grandmother
- (t) Spouse;
- (u) Former spouse,
- (v) Ex-foster child;
- (w) Ex-nuptial child;
- (x) Ex-foster parent;
- (y) Step grandparents; or
- (z) Spouse's or de facto partner's child, parent, grandparent, grandchild or sibling,

be entitled on notice to two (2) ordinary days of bereavement leave without loss of pay. The period of leave will not exceed the number of hours worked by the employee on two (2) ordinary days.

7.3.2 In addition, where the employee must travel internationally for the purpose of bereavement leave, an employee will be entitled up to a maximum of two (2) additional days without loss of pay on each occasion.

7.3.3 In each case, satisfactory evidence must be provided if requested by Seqwater.

7.3.4 Any claims for bereavement leave for a person not listed above must be referred to Seqwater.

7.3.5 Seqwater may approve unpaid leave where the period of paid bereavement leave is insufficient.

### 7.4 Family Leave

Parental leave including maternity, paternity, surrogacy and adoption leave is available to full time, part time or long term casual employees who have at least 12 months continuous service with Seqwater immediately prior to commencing parental leave. Such leave will be in accordance with Schedule 6 "Paid Parental Leave".

### 7.5 Family and Domestic Violence Leave

#### 7.5.1 Background

- (a) Seqwater considers that all forms of violence are a violation of fundamental human rights. Violence threatens the victim's physical health, housing security and mental well-being. People exposed to violence are at greater risk of developing a range of health problems, and are more likely to report poorer physical health overall and engage in practices that are harmful to their health. And while family and domestic violence cuts across socio-economic groups, it is reported at higher rates among disadvantaged Queenslanders.
- (b) Seqwater recognises that employees may face domestic and family violence that affects their attendance or performance at work. Seqwater is committed to providing leave and other support to employees that experience domestic and family violence.
- (c) For the purpose of this clause, domestic and family violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful. It includes physical, sexual, financial, verbal, psychological, spiritual, or emotional abuse by a family member of an employee.
- (d) For the purpose of this clause, a family member means:
  - (i) a current or former spouse, current or former de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a current or former spouse or current or former de facto partner of the employee; or
  - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

#### 7.5.2 Domestic and family violence leave entitlement

- (a) Full time, part time, fixed term or casual employees experiencing domestic and family violence may access up to 10 days per year of paid domestic and

family violence leave (recorded as special leave) if the employee:

- (i) is experiencing family and domestic violence; and
  - (ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.
- (b) The reasons for which an employee may take domestic and family violence leave include medical appointments, legal proceedings, attending to accommodation matters, childcare and education matters and other activities, which are related to domestic and family violence. This may be taken in units of one (1) hour.
  - (c) Employees may also access any or all of their accrued personal leave, family and community leave, TOIL, ADO, or recreation leave for medical appointments, legal proceedings, attending to accommodation matters, addressing childcare and education matters and other activities, related to domestic and family violence.
  - (d) An employee is entitled to domestic and family violence leave, as follows:
    - (i) the leave is available in full at the start of each 12 month period of the employee's employment; and
    - (ii) the leave does not accumulate from year to year; and
    - (iii) the leave is available in full to part-time and casual employees.

7.5.3 Employees supporting a person experiencing domestic and family violence may take personal leave or any other form of accrued leave to accompany them to court, to hospital, or to assist with childcare, accommodation or other matters.

7.5.4 While notice is not strictly required prior to taking the leave, an employee should notify their manager as soon as reasonably practicable (which may be a time after the leave has started) of their intention to take or remain on special or other leave for this purpose. Proof of domestic and family violence may be required and can be a document issued by the police service, a court, a doctor, a domestic and family violence support service or lawyer, or a statutory declaration.

7.5.5 In order to provide support to an employee experiencing domestic and family violence and to provide a safe work environment, Seqwater will approve any reasonable request from an employee for changes to their span of hours or pattern or hours and/or shift patterns; job redesign or changes to duties; changes to their telephone number or email address to avoid harassing contact; or any other appropriate measure including those available under existing family friendly or flexible work arrangements.

- 7.5.6 The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.
- 7.5.7 An employee experiencing domestic and family violence may raise the issue with their supervisor or the Manager People and Culture. The supervisor may seek advice from the Manager People and Culture. All personal information concerning domestic and family violence will be treated confidentially and only shared with employees who have a genuine need to know. No information will be kept on an employee's personnel file without their express written permission.
- 7.5.8 Seqwater will develop and implement a procedure to support the application of this clause.
- ### 7.6 Community Service Leave
- 7.6.1 Employees including casual employees can take community services leave for certain activities such as:
- (a) Voluntary emergency management activities; and
  - (a) Jury duty (including attendance for jury selection).
- 7.6.2 With the exception of jury duty, community service leave is unpaid.
- 7.6.3 The terms of community service leave is provided for in the NES.
- ### 7.7 Defence Force Leave
- 7.7.1 Leave may be granted to an employee to attend camps, courses or schools of Australian Naval, Military or Air Forces. Where leave is so granted, Seqwater will provide full pay for the duration of the employee's approved defence force leave.
- 7.7.2 Seqwater may grant:
- (a) Up to a maximum of 32 calendar days per financial year;
  - (b) An additional 14 calendar days per financial year during an employee's first year of reserve service, where attending recruit/initial training;
  - (c) Up to a maximum of 4 days per financial year for travel to attend and return from training.
- 7.7.3 Full pay, for the purposes of this clause, means and includes all ordinary hours payments up to an equivalent of 38 hours per week, excluding overtime and allowances.
- ### 7.8 Long Service Leave
- 7.8.1 Long service leave will accrue at the rate of 1.3 weeks per year of continuous service.
- 7.8.2 An employee who has completed a period of 10 years' continuous service can access long service leave entitlements.
- 7.8.3 Continuing employees are entitled to take a proportionate amount of accrued long service leave after completing seven (7) years' continuous service. The amount is calculated on the basis of 13 weeks for 10 years' service.
- 7.8.4 Employees are entitled to receive a proportionate payment of long service leave on termination of employment after completing seven (7) years' service but less than 10 years' service as per the *Industrial Relations Act 2006* (Qld).
- 7.8.5 For the purpose of this Agreement 'continuous service' shall mean and include recognised service with Seqwater which has been continuous except for:
- (a) Absence from work on leave granted by Seqwater including such absence through illness or injury on leave so granted, and any absence through illness or injury during the last five (5) years of the employee's service shall be included in the period in respect of which long service leave is computed;
  - (b) The employee having been dismissed or stood-down by Seqwater, or the employee having terminated service with Seqwater by reason of illness or injury; provided that the employee shall have been re-employed by Seqwater, and shall not have been engaged in any other calling whether on the employee's own account or as an employee subsequent to having been so dismissed or stood down or to having so terminated service, and before being so re-employed; and provided further that the period during which that employee was absent by reason of such dismissal or standing down or termination of service shall not by reason only of this Clause 7.8.5 (b) be taken into account in calculating the period of service; or
  - (c) The employee having been dismissed or stood down by Seqwater, or the employee having terminated service with Seqwater, provided that the employee shall have been re-employed by Seqwater within a period not exceeding three (3) months.
- 7.8.6 Any long service leave shall be exclusive of any statutory holiday occurring during the period when that long service leave is taken and shall be paid for by Seqwater as ordinary time deemed for the purpose of such payment to be worked continuously by the employee during the period of long service leave.
- 7.8.7 Provided that, in the case of an employee who immediately before the period of long service leave is being paid for ordinary time worked by the employee at a rate in excess of the rate payable under this Agreement, the long service leave shall be paid at that excess rate as ordinary time deemed for the purpose of such payment at such excess rate to be worked continuously by that employee during the period of long service leave.
- 7.8.8 Seqwater and the employee concerned may agree upon the times and the method in which the employee shall be paid for long service leave.

7.8.9 Provided that if an employee who is entitled to any amount of long service leave dies before taking that amount of long service leave; or after commencing but before completing the taking of that amount of long service leave, Seqwater shall pay to that employee's personal representative a sum equal to payment as prescribed by Clause 7.8.1 for the period of the amount of long service leave not taken or, as the case may be, the taking of which has not been completed by that employee.

7.8.10 With the approval of Seqwater, an employee may be granted the option to take long service leave at the rate of half-pay to extend the period of leave.

## 7.9 Public Holidays

### 7.9.1 Public holidays

- (a) All work done by a full time or part time employee on their normal working day:
  - (i) New Year's Day;
  - (iv) Australia Day;
  - (v) Good Friday;
  - (vi) Easter Saturday (the day after Good Friday);
  - (vii) Easter Sunday;
  - (viii) Easter Monday;
  - (ix) Anzac Day;
  - (x) Labour Day;
  - (xi) The Birthday of the Sovereign;
  - (xii) Christmas Day;
  - (xiii) Boxing Day; or
  - (xiv) Any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday.

### 7.9.2 Christmas closure

- (a) Seqwater may, in its discretion, direct that Seqwater be closed over the Christmas period (Christmas closure).
- (b) If Seqwater directs that a Christmas closure occur, the following arrangements will apply:
  - (i) Seqwater's direction to employees to take paid annual leave over a Christmas closure period will only apply within the month of December;
  - (ii) The directed Christmas closure period will not exceed four (4) working days;

(iii) Seqwater will provide notice of the intended Christmas closure to all Seqwater employees at least three (3) months prior to the first day of the directed Christmas closure period. If Seqwater does not provide at least three (3) months' notice to all Seqwater employees of the directed Christmas closure period, employees may elect to either continue to attend work during this period, or apply for leave during this period (which will not be unreasonably refused);

(iv) If Seqwater provides the notice referred to in paragraph (iii), employees will:

- (A) be directed to take their accrued paid annual leave; and
- (B) if they do not have sufficient accrued paid annual leave to cover the period of the Christmas closure, be directed to take other leave available to them, including TOIL and ADO; and
- (C) if they do not have sufficient accrued paid annual leave or other leave available to them to cover the period of the Christmas closure, be directed to take paid annual leave which Seqwater will credit to them in advance. These employees' credited annual leave balances will then be offset by the subsequent accrual of paid annual leave.
- (v) Seqwater may decline applications by employees to use their paid annual leave throughout the year if it will place employees in a position where they have insufficient accrued paid annual leave to cover the period of the Christmas closure.

7.9.3 Where in Queensland or a work locality of Seqwater an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or Queensland Government to be observed generally by persons throughout Queensland or a work locality of Seqwater, then such day shall be deemed to be a holiday for the purposes of this Agreement.

### 7.9.4 Rate of pay

- (a) All planned or rostered work performed by an employee at any time on any aforementioned public holiday, shall be paid at the rate of double time and a half with a minimum of four (4) hours.
- (b) Subject to agreement between Seqwater and the employee, in lieu of payment at the rate of double time and a half, payment may be made at the rate of ordinary hours with equivalent time accredited to ADO balance for the number of hours worked to be taken at a time mutually convenient to Seqwater and the employee.

- (c) For the purposes of this provision double time and a half shall mean 2.5 times the hourly rate of pay to such employee, during ordinary working hours.

wages higher than the substantive rate is prescribed, the holiday will be paid at such higher rate.

#### 7.9.5 Substitution

- (a) Where there is agreement between Seqwater and an employee, and subject to statutory limitations, other ordinary working days may be substituted for statutory holidays listed above.
- (b) Provided that when an employee is subsequently required to work on such substituted day the employee shall be paid the rate applicable for the holiday that has been substituted.
- (c) Where a public holiday as prescribed by Clause 7.9.1 falls upon a Saturday or Sunday and an employee as part of the employee's ordinary rostered hours is required to work upon such day, calculations of payment are made upon the majority of shift basis where the starting and finishing times of such ordinary hours occur on different days.

#### 7.9.6 Labour Day

- (a) All full time employees covered by this Agreement shall be entitled to be paid a full day's wage for Labour Day (as per the appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked, one and a half (1.5) times the ordinary rate prescribed for such work with a minimum of four (4) hours.
- (b) Part time employees who work a Monday as part of their ordinary working pattern shall be entitled to be paid their regular ordinary hours for Labour Day.

7.9.7 If a public holiday falls on a day on which a continuous worker or shift worker is rostered off, the employee shall receive additional pay at ordinary time for the ordinary hours normally rostered on or one (1) accrued day off.

7.9.8 If a public holiday falls on a day on which an Operational Officer (OO) worker is rostered off, the OO worker shall receive one (1) day ADO accrual.

7.9.9 Operational Stream (OO) and Trade Stream (TO) employees rostered on call on a public holiday, who are not recalled to duty, shall be paid one (1) additional day's pay or granted one (1) day ADO. The ADO will be credited to the ADO balance as per Clause 6.1.3 (e).

7.9.10 When one of the public holidays mentioned in this clause falls on an employee's pay week and the employee is sick, the rate of pay due to such employee for such holiday shall be determined by the class of work the employee was doing on the working day before such holiday. Thus, if an employee is engaged on the working day before such holiday and was doing work for which a rate of

## PART 8 TRAVELLING AND TRAVEL ALLOWANCES

### 8.1 Travel Arrangements

8.1.1 Employees will be entitled to reimbursement for expenses incurred as a result of the need to travel for work either outside or during normal working hours. This includes the employee using his or her own means of travelling to work in their own time, or travelling to a location during work hours. Employees shall also be reimbursed if working in a location where it is not feasible for the employee to travel back to his or her primary place of residence for up to three (3) months.

8.1.2 When employees cease work and their usual means of transport are not available, Seqwater shall pay any reasonable additional amount incurred by that employee in reaching home.

#### 8.1.3 Authorisation

- (a) Reimbursement for expenses incurred as a result of the need to travel for work is to be authorised prior to such travel, unless in the case of an emergency where it is not practical to obtain such authorisation.
- (b) Payment of travelling time is not available when such travel includes an overnight absence unless otherwise approved by Seqwater.

### 8.2 Travel Allowances

8.2.1 An employee required to travel as part of the employee's duties at hours outside the prescribed ordinary hours of duties shall be paid for such travelling time at ordinary rates Monday to Friday inclusive and at time and a half on Saturdays, Sundays and public holidays. Provided that such payment shall not exceed pay as for eight (8) hours on any day.

8.2.2 An employee required to report for duty at a place away from the employee's usual place of duty involving travelling time in excess of that normally occupied in travelling to and from the employee's place of duty shall be paid ordinary rates for all such excess travelling time. Where the employee's position is classified in excess of the first increment in AO Level 8/1, PO level 5/1 and TO MS2, no payment shall be made.

8.2.3 An employee transferred by Seqwater from the employee's usual place of employment so as to render it necessary for the employee to live away from home shall be paid all reasonable actual accommodation expenses for a period not exceeding three (3) months; provided that in any event Seqwater shall not be liable to pay expenses after the employee has taken up permanent residence at the employee's new centre.

### 8.2.4 Authorisation

- (a) Pre-authorisation by Seqwater is required in advance of the travel outside of the ordinary span of hours, unless in the case of an emergency where it is not practical to obtain such authorisation.

## 8.3 Travelling Time

### 8.3.1 Travelling time is defined as:

- (a) Time taken to travel from (or to) an employee's normal place of residence to (or from) a work location or work related destination (other than the employee's normal place of work); and
- (b) Time which is not deemed to be working hours (i.e. before commencing or after ceasing work at the external location).

### 8.3.2 Application

- (a) Travelling time shall apply when an employee commences or finishes work at a work location other than their normal place of work or attends a training course, conference or seminar, which is located external to the employee's normal work location. Such travelling time shall be paid at the rate of single time, irrespective of whether an employee is the driver or passenger in a vehicle, which may be a Seqwater or privately owned vehicle.
- (b) In lieu of such payment, time off in lieu is allowed by mutual agreement between the employee and Seqwater. If mutual agreement cannot be achieved, then payment will be made.

### 8.3.3 Calculation of travelling time

- (a) Pursuant to the provisions of the previous sub-clause, travelling time above shall be calculated on the following basis:
  - (i) If the employee does not visit his/her normal place of work prior to commencing travel or following the completion of travel, the period in excess of normal travelling time from (or to) the employee's place of residence; or
  - (ii) If the employee does visit his/her normal place of work prior to commencing travel or following completion of travel (e.g. to collect or deliver a vehicle), the period taken to travel to (and/or from) the external work location or work related destination.

### 8.3.4 Authorisation

- (a) Payment (or time in lieu) for travelling time is to be authorised prior to such travel, unless in the case of an emergency where it is not practical to obtain such authorisation.

- (b) Payment of travelling time is not available when such travel includes an overnight absence unless otherwise approved by Seqwater.

## 8.4 Travelling Expenses

Seqwater will apply the Qld Government Domestic Travelling and Relieving Expenses Directive 9/11 and International, Travelling, Relieving and Living Expenses Directive 10/11 as amended from time to time. Payment will be made on the basis of actual, reasonable expenses where the evidence required by Seqwater is provided.

## PART 9 ALLOWANCES

The following allowances shall apply.

### 9.1 First Aid

- 9.1.1 A first aid allowance of \$32.38 per fortnight is payable to all employees appointed by Seqwater as authorised First Aid Attendants. The appointment of First Aid Attendants will be subject to Workplace Health & Safety requirements of the type of work performed by the employee, and the availability of other appointed Attendants to attend when necessary.
- 9.1.2 The quantum of the First Aid Allowance will be varied on 1 July 2020 by 2.8% and 1 July 2021 by 2.8%.
- 9.1.3 This clause will not apply where the requirement to hold a first aid certificate is a requirement of the position.

### 9.2 Overtime Meal Allowance

- 9.2.1 Subject to this clause 9.2:
  - (a) where an employee is required to work for more than two (2) hours before or after their ordinary starting or ceasing times and a minimum 30 minute paid meal break is taken, employees are entitled to an allowance of \$15.00; or
  - (b) where an employee is required to work for more than four (4) hours before or after their ordinary starting or ceasing times and a minimum 45 minute unpaid meal break is taken, employees are entitled to an allowance of \$30.00.
- 9.2.2 The overtime meal allowance is not payable if:
  - (a) Seqwater, at its discretion, provides the employee with a suitable meal;
  - (b) the employee has received 24 hours' notice of the requirement to work before or past their rostered or intended starting or ceasing time;
  - (c) the period of time between the employee's ordinary or intended ceasing time and the commencement of the overtime is greater than two (2) hours; or



- (d) the employee had an opportunity to return to their residence between the employee's ordinary or intended ceasing time and the commencement of the overtime.

including bitumen, tar, asphalt and tarred material;

9.2.3 A person in receipt of an on-call allowance is not eligible to receive an overtime meal allowance.

- (vi) Drippings from newly poured concrete;

9.2.4 The quantum of the Overtime Meal Allowance will be varied on 1 July 2020 by 2.8% and 1 July 2021 by 2.8%.

- (vii) Working on all types of scaffold other than a single plank or bosun's chair;

### 9.3 Tool Allowance

9.3.1 Where Seqwater requires a tradesperson or an apprentice tradesperson to supply and maintain tools ordinarily required by the employee in the performance of their duties as a tradesperson, the employee will be paid an additional weekly amount of \$20.60.

- (viii) The lack of usual amenities associated with working in the open; and

9.3.2 This provision will not apply where Seqwater provides the tradesperson or apprentice with the required tools or while employees are absent from work.

- (ix) Working in water up to a depth not exceeding 750 mm.

9.3.3 Clause 9.3.2, in relation to tooling, does not apply to first year apprentice tradespersons. Seqwater will provide and maintain the first year set of tools for use by the apprentice tradesperson, for the life of their apprenticeship. Such tools will be provided in accordance with the approved tool listing, and will be in addition to clause 9.3.1. For clarity, the approved tool listing does not form part of this agreement.

9.4.3 All work performed on site on the construction, reconstruction, alteration, repair and/or maintenance of:

- (a) Pipelines, culverts, box culverts, bridges, overpasses, underpasses and concrete work incidental thereto;

- (b) Kerbing, channelling, roads, traffic islands, concrete walls;

- (c) Land reclamation; and

- (d) Water towers, water treatment works, water mains including repair to trunk mains and/or reticulation mains of greater than 304 mm in diameter and working in water of such depth as will overtop the toecap of a normal boot and water services.

### 9.4 All Purpose Operational Allowance

9.4.1 The following allowance is provided in recognition of the potential discomfort arising from the working environment, the wearing of personal protective equipment and additional responsibilities to ensure safe working practices, and shall not be represented as encouragement or compensation for working in unsafe conditions.

9.4.4 All work performed in a water treatment plant or the facility that is associated with the handling of chemicals, working in water, etc.

9.4.5 All work performed in the maintenance of catchments, treatment areas, etc. including the removal of noxious weeds. This also covers the requirement to use machinery such as mowers, tractors, etc.

9.4.2 Whilst engaged on any or all of the following activities, an employee shall be paid an all purpose allowance at the rate of \$28.90 per week to be treated as part of the ordinary weekly wage for the purposes of this Agreement to compensate for the working environments and conditions associated with such activities:

9.4.6 The quantum of the all purpose operational allowance will be varied on 1 July 2020 by 2.8% and 1 July 2021 by 2.8%.

### 9.5 Obnoxious Conditions Allowance

- (a) Construction, reconstruction, alteration, repair and/or maintenance work, including:

9.5.1 Employees whilst so engaged on any of the following activities will be paid time and a half to compensate for the specified working conditions:

- (i) Climatic conditions where working in the open on all types of work;

- (a) Working in a confined space (entrant only);

- (ii) The physical disadvantages of having to climb stairs or ladders and including work at heights above 7.5 m from the ground;

- (b) Working with live sewer (four (4) hour minimum payment);

- (iii) Dust blowing in the wind on construction and operational sites;

- (c) Working in basins cleaning, working in sludge and removal of sludge (can contain chemical residue/ decaying animal carcass/ emit fumes);

- (iv) Sloppy, muddy or wet conditions;

- (d) Changing over chlorine gas cylinders (not applicable to spotters);

- (v) Dirty conditions and handling dirty materials

- (e) Manually loading bags of Powder Activated Carbon (PAC) hydrated lime or fluoride into a hopper;

- (f) Removal and disposal of large animal carcasses like sheep, cows and horses or similar sized animals;
- (g) Removal and disposal of a significant quantity of smaller animals, for example disposal of dead fish following a fish kill;
- (h) Undertaking fire-fighting duties while on the fire line during a wild fire or controlled burn;
- (i) Any processes that require the wearing of a breathing apparatus with a separate air supply, including fumigation of fox dens; and
- (j) Conducting high voltage switching duties while wearing Category 3 Arc Flash PPE which includes arc flash rated coveralls, arc flash rated protective jacket, pants and hood, and insulated arc flash rated gloves (two (2) hour minimum payment).

### 9.6 Instruments

- 9.6.1 Where an employee is required to provide his or her own equipment and instruments, Seqwater must reimburse the employee the cost of such equipment and instruments approved by Seqwater.
- 9.6.2 This provision does not apply where the equipment or instruments is paid for by Seqwater.
- 9.6.3 Where equipment or instruments are supplied without cost to the employee it shall remain the property of Seqwater.

## PART 10 MISCELLANEOUS

### 10.1 Training

- 10.1.1 The parties to this Agreement recognise that, in order to increase the efficiency, productivity and competitiveness of Seqwater, an ongoing commitment to training and skills development is required.
- 10.1.2 Accordingly, the parties commit themselves to:
  - (a) Continuing to develop a more highly skilled and flexible workforce;
  - (b) Providing employees with opportunities through appropriate training to enhance existing skills and acquire additional skills; and
  - (c) Removing barriers to the utilisation of skills which have been acquired to meet the needs of Seqwater.

### 10.2 RPEQ

- 10.2.1 Seqwater is committed to ensuring that all professional engineers employed by the business who are providing professional engineering services as described by the *Professional Engineers Act 2002* will be registered with the Board of Professional Engineer of Queensland (BPEQ) or be under the direct supervision

of a Registered Professional Engineer of Queensland (RPEQ).

- 10.2.2 As such, Seqwater agrees that there will be compensation introduced for professional engineers who undertake to secure, retain and maintain their registration status with the BPEQ in recognition of the time and effort associated with the process of registering as an RPEQ and the increased responsibility implied by the changes in the legislation and subsequent expectations associated with professional standards. This compensation is detailed in procedure as at the approval date of this agreement by the Fair Work Commission. Additionally Seqwater will actively support and fund development and training of Professional Engineers.
- 10.2.3 This procedure supports Seqwater's strategic direction of a capable workforce. It also reinforces Seqwater's role in providing appropriate modeling to industry by meeting the legislative requirements.

### 10.3 Use of Contractors


The following general principles should be followed when using contractors:

- 10.3.1 Contracts and/or labour on-hire arrangements are to be utilised in an orderly and responsible manner, such as there is not a detrimental effect of the state's public interest.
- 10.3.2 It is recognised that circumstances arise where the use of contractors is prudent. These circumstances are seen to be within the following guidelines:
  - (a) The work volume, type of work or specialisation required is beyond the capacity and/or capability of resources or staff;
  - (b) It is in the public interest to undertake such work. Public interest includes issues of cost effectiveness; or
  - (c) The security and tenure of employment of additional employees required to meet work peaks cannot be guaranteed.
- 10.3.3 The use of contractors is not to be exercised to avoid training for existing staff or employing new staff to cater for emerging areas of work. "Emerging areas of work" does not include one-off works or temporary work peaks.
- 10.3.4 In addition, contractors and/or their employees are not to be appointed to any position as permanent employees unless normal advertising and selection processes have been followed.
- 10.3.5 For new contracts from 1 October 2016, when employees of contractors perform core work, they shall be entitled to the rates of pay and allowances which in aggregate shall be no less favourable than those that apply to the same or similar classifications of employees engaged under this agreement. Core work is defined as work which is directly associated with the operation and routine maintenance of infrastructure associated with treatment and delivery of bulk water.

## SIGNING PAGE

Signed in accordance with the requirements of s185(5) of the *Fair Work Act 2009* and reg 2.06A of the *Fair Work Regulations 2009*

Signed for and on behalf of **Queensland Bulk Water Supply Authority**



Signature of authorised person

NEIL PATRICK BRENNAN

Name of authorised person (block letters)

CEO

Position Held

23-11-2020

Date



Signature of witness

Benjamin Allen Jon Day

Name of witness

117 BRISBANE ST IPSWICH 4305

Address

Signed for and on behalf of **The Association of Professional Engineers, Scientists and Managers, Australia**



Signature of authorised person

ADAM KERSLAKE

Name of authorised person (block letters)

DIRECTOR

Position Held

18/12/20

Date



Signature of witness

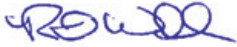
THOMAS WHIBLEY

Name of witness

16 PEEL ST SOUTH BRISBANE QLD 4101

Address

Signed for and on behalf of Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (known as the Australian Manufacturing Workers' Union)



Signature of authorised person

ROHAN WEBB

Name of authorised person (block letters)

STATE SECRETARY

Position Held

24 November 2020

Date

366 Upper Roma St,  
Brisbane 4000

Address



Signature of witness

Melissa M'Allister

Name of witness

Signed for and on behalf of The Australian Workers' Union



Signature of authorised person

Stephen Rankin

Name of authorised person (block letters)

Secretary

Position Held

25/11/2020

Date

13/333 Adelaide St  
Brisbane QLD 4000

Address



Signature of witness

Mark Laguer

Name of witness

Signed for and on behalf of **Construction, Forestry, Maritime, Mining and Energy Union**

Signature of authorised person

JADE INGHAM  
Name of authorised person (block letters)

DIVISIONAL BRANCH ASSISTANT SECRETARY  
Position Held

  
Signature of witness

27.11.2020  
Date

Emma Eaves  
Name of witness

16 Campbell St Bowen Hills Q 4006  
Address

Signed for and on behalf of ~~The Electrical Trades Union of Employees Queensland~~

the Communications, Electrical, Electronic,  
Energy, Information, Postal, Plumbing & Allied  
Services Union of Australia

Signature of authorised person

Peter Ong  
Name of authorised person (block letters)

Divisional Branch Secretary  
Position Held

  
Signature of witness

25/11/2020  
Date

Kathryn Bigrell  
Name of witness

41 Peel St. South  
Brisbane 4001  
Address

Signed for and on behalf of Australian Municipal, Administrative, Clerical and Services Union  
Queensland (Northern and Administrative) Branch.

  
Signature of authorised person

NEIL HENDERSON  
Name of authorised person (block letters)

BRANCH SECRETARY  
Position held  
96A (Summer Northside) Branch

24/11/20  
Date

  
Signature of witness

Drew Cutler (lawyer)  
Name of witness

32 PEEL ST STN. BRISBANE  
Address


Signed by a representative of the employees covered by the Agreement

  
Signature

LORI ANTOINETTE BEE TON  
Name of person (block letters)

A representative of the  
employees covered by  
Explanation of person's authority to sign  
this agreement.

23/11/20  
Date

  
Signature of witness

Benjamin Allen Jon Day  
Name of witness

117 Brisbane Street  
Address  
 Ipswich q  
4305

## SCHEDULE 1 PROFESSIONAL STREAM

Classification criteria are guidelines to determine the appropriate classification level under this Agreement and consists of the work level description, characteristics and typical duties/skills.

The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that the employee is required to exercise in the work performed within the parameters of the characteristics and not the duties per se.

Senior Managers (as defined in this Agreement) are excluded from this stream.

Salary amounts shown below reflect the minimum increase applicable.

Level	Pay Point	Salary 01.07.19	Salary 01.07.20	Salary 01.07.21	Salary 01.01.22	Salary 01.07.22
1	1	\$53,049.76	\$53,049.76	\$54,535.15	\$56,062.13	\$57,631.87
	2	\$56,491.08	\$56,491.08	\$58,072.83	\$59,698.87	\$61,370.44
	3	\$59,932.41	\$59,932.41	\$61,610.52	\$63,335.61	\$65,109.01
	4	\$63,373.73	\$63,373.73	\$65,148.19	\$66,972.34	\$68,847.57
	5	\$66,815.05	\$66,815.05	\$68,685.87	\$70,609.07	\$72,586.12
	6	\$70,256.38	\$70,256.38	\$72,223.56	\$74,245.82	\$76,324.70
2	1	\$73,697.70	\$73,697.70	\$75,761.24	\$77,882.55	\$80,063.26
	2	\$77,139.02	\$77,139.02	\$79,298.91	\$81,519.28	\$83,801.82
	3	\$80,580.35	\$80,580.35	\$82,836.60	\$85,156.02	\$87,540.39
	4	\$84,021.67	\$84,021.67	\$86,374.28	\$88,792.76	\$91,278.96
	5	\$87,462.99	\$87,462.99	\$89,911.95	\$92,429.48	\$95,017.51
	6	\$90,904.32	\$90,904.32	\$93,449.64	\$96,066.23	\$98,756.08
3	1	\$94,345.64	\$94,345.64	\$96,987.32	\$99,702.96	\$102,494.64
	2	\$97,837.28	\$97,837.28	\$100,576.72	\$103,392.87	\$106,287.87
	3	\$101,228.29	\$101,228.29	\$104,062.68	\$106,976.44	\$109,971.78
	4	\$104,669.61	\$104,669.61	\$107,600.36	\$110,613.17	\$113,710.34
4	1	\$108,110.93	\$108,110.93	\$111,138.04	\$114,249.91	\$117,448.91
	2	\$111,552.25	\$111,552.25	\$114,675.71	\$117,886.63	\$121,187.46
	3	\$114,993.58	\$114,993.58	\$118,213.40	\$121,523.38	\$124,926.03
	4	\$118,434.90	\$118,434.90	\$121,751.08	\$125,160.11	\$128,664.59
5	1	\$121,876.22	\$121,876.22	\$125,288.75	\$128,796.84	\$132,403.15
	2	\$125,317.55	\$125,317.55	\$128,826.44	\$132,433.58	\$136,141.72
	3	\$128,758.87	\$128,758.87	\$132,364.12	\$136,070.32	\$139,880.29
	4	\$132,200.19	\$132,200.19	\$135,901.80	\$139,707.05	\$143,618.85
6	1	\$135,641.52	\$135,641.52	\$139,439.48	\$143,343.79	\$147,357.42
	2	\$139,082.83	\$139,082.83	\$142,977.15	\$146,980.51	\$151,095.96
	3	\$142,524.15	\$142,524.15	\$146,514.83	\$150,617.25	\$154,834.53
	4	\$145,965.47	\$145,965.47	\$150,052.50	\$154,253.97	\$158,573.08

### Professional Officer Level 1

#### Work Level Description

Work at this level is restricted to those Employees who have met the minimum entry requirements plus the education requirements for acceptance into an appropriate tertiary institution.

Appointment to this level is solely for the purpose of fulfilling prerequisite education in a science or engineering discipline and/or training prior to appointment to the substantive grade (science or engineering degree) in the professional stream.

A requirement at this level is the successful completion of the educational or training requirements of the particular professional group.

Appointees to this level may be enrolled as a full time or part time student, and if part time, may be required to do work associated with the relevant profession, but at a level and under a degree of supervision appropriate to the skills held. This may include some work normally which would be carried out by Level 2 (i.e. practising) professional, provided such work is verified or validated by a qualified and experienced professional employee.

#### Characteristics of the Work

Work within this level is performed under close supervision following standard routines, methods and procedures with little scope for deviation, or the exercise of initiative or judgment.

The routines, methods and procedures to be followed are at a level consistent with skills acquired. Initially direct guidance is given when problems arise.

Skills and knowledge will be acquired and demonstrated on a progressive basis consistent with the formal and informal training undertaken.

Positions at this level have no supervisory responsibility, although more experienced employees may be expected to assist new employees by providing basic advice and guidance.

#### Duties, Skills & Qualifications

This level recognises that duties and skills will increase in complexity as the employee moves through the education and training phase.

Employees at this level usually perform repetitive tasks which are fully prescribed and are usually performed in response to standardised instructions or requests.

Employees at this level may undertake a combination of routine clerical, analysis, preparatory and operative duties requiring the application of basic skills and routines.

### Professional Officer Level 2

#### Work Level Description

Positions at this level consist of Employees with a minimum of an engineering or science degree qualification as related to core duties of the role. Mandatory engineering or science degree qualifications exist for entry to this level with an expectation of the application of professional knowledge gained through formal studies.

Positions at this level involve the delivery of professional services which are in support of Seqwater's objectives.

#### Characteristics of the Work

This level is the professional formation phase of a Professional Officer. It includes new graduates generally lacking practical experience in the application of their professional knowledge.

The work requires initiative and professional judgement. Since experience is limited, this level is normally expected to apply only established principles, techniques and methods in early postgraduate years. With professional development, it is expected that new techniques and method will be learnt and applied to progressively more difficult problems.

Initially work is subject to professional supervision. As experience is gained, the contribution and the level of professional judgement increases and professional supervision decreases, until a wide range of professional tasks is capable of being performed with little technical direction.

When experienced, advice and guidance may be provided to less experienced professional employees. They are not required to provide general professional guidance but may be required to provide general supervision of and/or train technical and other non-professional employees.

Employees may be required to develop and apply advanced techniques learnt during the undergraduate course or later; however, decisions to incorporate such new techniques into normal procedures would be taken at a higher level.

#### Duties, Skills & Qualifications

Positions at this level may involve an employee in a range of activities including the analysis and interpretation of findings as they relate to the elements of the work. They could also include the preparation of reports incorporating recommendations on basic operations.

Employees at this level perform non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions.

Employees shall have obtained professional knowledge as indicated by successful completion of the appropriate three year undergraduate degree or diploma and be able to apply theoretical aspects of the relevant discipline to basic problems or minor phases of broader assignments.

### Professional Officer Level 3

#### Work Level Description

This level usually requires professional expertise in one or more areas of a science or engineering discipline. Detailed knowledge of standard professional tasks are required with scope existing for exercising initiative in the application of established work practices and procedures.

At this level some supervisory responsibility of subordinate employees may be required. The degree of supervision is variable depending on the assignment or project.

Employees will be required to progressively obtain greater specialised knowledge through postgraduate qualifications or postgraduate developmental experience in a science or engineering discipline through attendance at specialist seminars and achieve higher level of outcomes under reducing professional direction.



### Characteristics of the Work

Employees apply and develop knowledge and skills based on combining previous qualifications with role training and experience.

Limited supervision of employees from other occupations may be a feature within this band. As supervisors, employees would be expected to prioritise, plan and organise project work in the most effective way.

### Duties, Skills & Qualifications

Work at this level requires the undertaking of more complex activities and the selection and application based on professional judgement of new and existing techniques and methodologies.

Employees may carry out research under professional supervision and may be expected to contribute to the advances of the techniques used.

Supervisory responsibilities include onthejob training, staff assessment and performance counselling in relation to subordinates with the discipline or para professionals, as well as authority for the verification and validation of work results of supervised employees.

Duties also include the responsibility for varied professional assignments, requiring knowledge of either a broad or specialised field. Problems would be addressed by the use of combinations of standard procedures and/or modifications of standard procedures.

Engineering or science degree qualifications related to the core duties of the role is required, together with relevant training and experience. Employees are expected to continue to enhance their knowledge and skill base through appropriate structured training.

## Professional Officer Level 4

### Work Level Description

Employees enter this band with sound experience obtained subsequent to graduation with an engineering or science degree. Employees will be required to obtain greater specialised knowledge progressively through postgraduate qualifications or postgraduate developmental experience in a science or engineering discipline through attendance at specialist seminars and achieve higher level of outcomes under reducing professional direction.

Under limited direction, they are expected to provide advice at an experienced professional level related to their discipline and contribute to the success of projects of group level significance.

Increasing emphasis is placed upon the acquisition and application of key management skills and competencies.

### Characteristics of the Work

Work is performed with limited or no professional supervision. Professional guidance from superiors is only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the normal span of activity.

Any standard professional task within the discipline (including problem definition, planning, execution, analysis and reporting) is expected to be performed by an Officer of this level.

Work at this level requires the development and provision of professional advice and consultancy services to other agencies, industry representatives and the public. The level of information provided and recommendations made influence the decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.

The general quality of advice given is monitored by superiors and is subject to professional standards.

The application of knowledge obtained through postgraduate specialist qualifications or extensive recognised expertise may be required for appointment to this level.

Professional specialists at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without professional direction.

### Duties, Skills & Qualifications

- (a) Employees within this band may;
- (b) Provide support to a range of activities or programs;
- (c) Control and coordinate projects;
- (d) Contribute to the development of new techniques and methodology;
- (e) Provide expert/specialist advice/assistance relevant to the discipline;
- (f) Supervise/manage the operation of a distinct element within a larger function;
- (g) Supervise technical employees and, on occasions, other professional employees within the discipline; and
- (h) Provide consultancy services for a range of activities.

Engineering or science degree qualification is assumed, together with relevant training and experience. Employees are expected to continue to enhance their knowledge and skills, with particular reference to the development of management competencies.

## Professional Officer Level 5

### Work Level Description

Appointees to this level are recognised as authorities within a particular specialised field of expertise within the science or engineering discipline or they may have extensive knowledge within the science or engineering discipline and broad experience spanning more than one professional discipline.

Positions at this level may have professional responsibility for a large work group.

### Characteristics of the Work

Employees apply expert knowledge based upon their qualifications and considerable previous training and experience.

Supervision of a section involving one or more disciplines may be a feature, as well as coordination and control of significant projects and programs.

Employees are expected to provide policy and applied procedural advice on complex matters, formulate strategies and plans, and present reports and recommendations on significant issues.

Employees are required to demonstrate proficiency in the application of theoretical or applied approaches.

### Duties, Skills & Qualifications

Work at this level requires a detailed knowledge of both governmental

policies and procedures and an appreciation of their application in relation to agency operations. The ability to interpret and provide advice on legislation, regulations and other guideline material relating to the operations and functions of the work area is required.

Duties may span a range of activities in a complex, specialised environment and may include contributing to the formulation of corporate policy and the implementation of policy directives.

The provision of expert advice on a consultancy basis to outside bodies, agencies and the public as well as participation on interagency committees to develop policy, planning and other initiatives is required.

Significant managerial skills and the abilities necessary to monitor resource allocations, evaluate professional, technical and economic impacts of programs, and to formulate policy and corporate strategy proposals are a requirement of positions within this level.

The management of very complex projects involving a number of personnel from either the discipline or a variety of professional disciplines may be required.

### Professional Officer Level 6

#### Work Level Description

Work at this level is usually under the broad direction of a senior manager and includes a requirement for high levels of expertise and experience in a science or engineering discipline to determine professional objectives and priorities within the frameworks of an agency's corporate goals and in the absence of general professional guidance.

Appointees to this level are recognised as national or international authorities within their discipline and have generally made a significant contribution to the development of professional understanding on a national or international basis.

High levels of expertise and experience are required with a comprehensive knowledge of a recognised professional discipline.

This level may require the management of programs of critical importance to the state, to satisfy the Government's objectives or Seqwater's corporate goals.

#### Characteristics of the Work

Employees are involved in the initiation and formulation of projects and programs which impact on Seqwater's goals and directions.

Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Additional features could include providing professional advice on policy matters within departments or divisions.

In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.

Employees require a high level of proficiency in the application of theoretical or applied approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Work roles will demand responsibility for decision making within the constraints of divisional/corporate policy and require employees to provide advice and support to other areas of Seqwater. Employees will have significant impact upon Seqwater's policies and programs and will be required to provide initiative, the ability to formulate, implement, monitor and evaluate projects and/or programs.

#### Duties, Skills & Qualifications

Employees within this band may:

- (a) Contribute to the development of operational policy;
- (b) Assess and review the standards and work of other professional personnel/external consultants;
- (c) Initiate and formulate Seqwater programs;
- (d) Implement Seqwater objectives within corporate goals;
- (e) Develop and recommend ongoing plans and programs for Seqwater;
- (f) Provide specialist advice; and
- (g) Ensure the outcome of work of significant scope and/or complexity.
- (h) Degree qualifications in a science or engineering discipline are assumed, together with specialist training and substantial relevant experience. Employees are expected to continue to enhance their knowledge and skills, particularly with regard to the development of key management competencies.

### Progression between Levels – Professional Stream

#### Level 1

Paraprofessional, non-degree qualified or in process of finalising degree and working in a professional capacity. Progress to Level 2 based on acquisition of relevant engineering or science degree qualifications and demonstrated proficiency.

#### Level 2

Entry point for graduates for roles which require an engineering or science degree. Progress to Level 3 based on relevant competencies and demonstrated proficiencies that are required for the role. Progression to Level 3 is based on a vacant role and selection on merit to fill that role.

#### Level 3

Demonstration of required competencies for the role. Progression to Level 4 is based on a vacant role and selection on merit to fill that role.

#### Level 4

Ongoing demonstration of required competencies for the role. Progression to Level 5 is based on a vacant role and selection on merit to fill that role.

#### Level 5

Demonstration of required competencies to fill the role. Progression to Level 6 is based on a vacant role and selection on merit to fill that role.

#### Level 6

Demonstration of required competencies for the role.

## SCHEDULE 2 ADMINISTRATION STREAM

Classification criteria are guidelines to determine the appropriate classification level under this Agreement and consists of the work level description, characteristics and typical duties/skills.

Salary amounts shown below reflect the minimum increase applicable.

The key issue to be considered in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that the employee is required to exercise in the work performed within the parameters of the characteristics and not the duties per se.

Senior Managers (as defined in this Agreement) are excluded from this stream.

Level	Pay Point	Salary 01.07.19	Salary 01.07.20	Salary 01.07.21	Salary 01.01.22	Salary 01.07.22
1	1	\$44,973.76	\$44,973.76	\$46,233.03	\$47,527.55	\$48,858.32
	2	\$46,256.80	\$46,256.80	\$47,551.99	\$48,883.45	\$50,252.19
	3	\$47,539.85	\$47,539.85	\$48,870.96	\$50,239.35	\$51,646.05
	4	\$48,822.89	\$48,822.89	\$50,189.93	\$51,595.25	\$53,039.92
2	1	\$ 53,049.77	\$ 53,049.77	\$ 54,535.16	\$ 56,062.14	\$ 57,631.88
	2	\$ 55,981.28	\$ 55,981.28	\$ 57,548.76	\$ 59,160.13	\$ 60,816.61
	3	\$ 58,912.77	\$ 58,912.77	\$ 60,562.33	\$ 62,258.08	\$ 64,001.31
	4	\$ 61,844.28	\$ 61,844.28	\$ 63,575.92	\$ 65,356.05	\$ 67,186.02
3	1	\$ 64,775.78	\$ 64,775.78	\$ 66,589.50	\$ 68,454.01	\$ 70,370.72
	2	\$ 67,707.29	\$ 67,707.29	\$ 69,603.09	\$ 71,551.98	\$ 73,555.44
	3	\$ 70,638.79	\$ 70,638.79	\$ 72,616.68	\$ 74,649.95	\$ 76,740.15
	4	\$ 73,570.29	\$ 73,570.29	\$ 75,630.26	\$ 77,747.91	\$ 79,924.85
4	1	\$ 76,501.79	\$ 76,501.79	\$ 78,643.84	\$ 80,845.87	\$ 83,109.55
	2	\$ 79,433.30	\$ 79,433.30	\$ 81,657.43	\$ 83,943.84	\$ 86,294.27
	3	\$ 82,364.80	\$ 82,364.80	\$ 84,671.01	\$ 87,041.80	\$ 89,478.97
	4	\$ 85,296.29	\$ 85,296.29	\$ 87,684.59	\$ 90,139.76	\$ 92,663.67
5	1	\$ 88,227.80	\$ 88,227.80	\$ 90,698.18	\$ 93,237.73	\$ 95,848.39
	2	\$ 91,159.30	\$ 91,159.30	\$ 93,711.76	\$ 96,335.69	\$ 99,033.09
	3	\$ 94,090.81	\$ 94,090.81	\$ 96,725.35	\$ 99,433.66	\$ 102,217.80
	4	\$ 97,022.32	\$ 97,022.32	\$ 99,738.94	\$ 102,531.63	\$ 105,402.52
6	1	\$ 99,953.81	\$ 99,953.81	\$ 102,752.52	\$ 105,629.59	\$ 108,587.22
	2	\$ 102,885.31	\$ 102,885.31	\$ 105,766.10	\$ 108,727.55	\$ 111,771.92
	3	\$ 105,816.82	\$ 105,816.82	\$ 108,779.69	\$ 111,825.52	\$ 114,956.63
	4	\$ 108,748.32	\$ 108,748.32	\$ 111,793.27	\$ 114,923.48	\$ 118,141.34
7	1	\$ 111,679.83	\$ 111,679.83	\$ 114,806.87	\$ 118,021.46	\$ 121,326.06
	2	\$ 114,611.32	\$ 114,611.32	\$ 117,820.44	\$ 121,119.41	\$ 124,510.75
	3	\$ 117,542.83	\$ 117,542.83	\$ 120,834.03	\$ 124,217.38	\$ 127,695.47
	4	\$ 120,474.33	\$ 120,474.33	\$ 123,847.61	\$ 127,315.34	\$ 130,880.17
8	1	\$ 123,405.84	\$ 123,405.84	\$ 126,861.20	\$ 130,413.31	\$ 134,064.88
	2	\$ 126,337.33	\$ 126,337.33	\$ 129,874.78	\$ 133,511.27	\$ 137,249.59
	3	\$ 129,268.84	\$ 129,268.84	\$ 132,888.37	\$ 136,609.24	\$ 140,434.30
	4	\$ 132,200.19	\$ 132,200.19	\$ 135,901.80	\$ 139,707.05	\$ 143,618.85

### Administrative Officer Level 1

#### Work Level Description

Work at this level usually involves a combination of keyboard, clerical and other duties requiring the application of basic office skills and routines.

#### Characteristics of the Work

Employees at this level may include an office junior, trainee or someone with limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straight forward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages.

As individual employees develop more experience and knowledge they will be required to exercise greater judgement and make decisions in their allocated duties, although these will be confined by instructions, established practices and procedures of written guidelines.

#### Duties, Skills & Qualifications

Indicative typical duties and skills of this level may include the following (but not limited to):

- (a) Written and numeric skills;
- (b) Clerical skills;
- (c) Written and verbal communication;
- (d) Equipment skills e.g., keyboard; and
- (e) Other work skills appropriate to the discipline.

Entry to this level is either by commencement of a traineeship or through selection based on standardised vocational testing.

### Administrative Officer Level 2

#### Work Level Description

Work at this level will involve clearly defined guidelines and a range of administrative activities requiring the application and continuing development of acquired skills and knowledge.

#### Characteristics of the Work

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under close supervision.

Employees at this level are responsible and accountable for their own work, with checking related to overall progress. In some situations detailed instructions may be necessary. Employees are required to exercise judgement although knowledge required to perform work is usually related to precedents, guidelines, procedures, regulations and instructions and from senior staff. It may require some knowledge and application of specific procedures, instructions, regulations or other requirements relating to general administration and activities.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

#### Duties, Skills & Qualifications

Knowledge required to perform work is usually related to guidelines, instructions and procedures relevant to the function of the level.

Familiarity with the functions of related work areas and of relationships between organisational elements may be required.

At this level, basic resolution of problems by reference to established procedures may be required.

Work at this level may involve an employee in a range of activities requiring the use of written and numeric skills, clerical skills, written and verbal communication, equipment skills (e.g. keyboard) and other work skills appropriate to the discipline. These skills should be readily transferable between organisations.

The minimum skills required for entry to this level are as defined in the traineeship curriculum or through standardised vocational testing.

### Administrative Officer Level 3

#### Work Level Description

Work at this level usually requires relevant experience combined with a broad knowledge of the office's functions and activities and a sound knowledge of the major activity performed within the work area. The work may include preparing preliminary reports, papers and correspondence which usually relate to a specific organisational function or discipline, providing or interpreting information for clients or other interested parties and general administrative support to senior officers.

Supervisory responsibilities may involve some complex operational work and may involve assisting with, or reviewing the work undertaken by, subordinates or team members.

Scope exists for exercising initiative in the application of established work practices and procedures although this level may require expertise to resolve issues within a day-to-day environment for which there may not be clearly established procedures.

Effective judgement and work organisation skills are required which have been acquired through previous experience, demonstrated capacity or post secondary education or partial completion of same.

#### Characteristics of the Work

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work.

Work is likely to be general supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

### Duties, Skills & Qualifications

Work at this level requires a sound knowledge of the activities usually performed within the work area and their impact upon the activities of other organisations:

- (a) Undertake responsibility for various activities in a specialised area;
- (b) Exercise responsibility for a limited function within the work area;
- (c) Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee;
- (d) Provide administrative support requiring judgment, initiative, confidentiality and sensitivity in the performance of work;
- (e) Proficiency in the operation of general computer systems including the use of software packages and the identification of operational problems; and
- (f) Under guidance, apply basic programming knowledge and skills.

### Administrative Officer Level 4

#### Work Level Description

Work at this level is usually performed in relation to established priorities, task methodology and work practices to achieve results in line with the corporate goals of the office.

The work may include preparing papers and reports, drafting complex correspondence for senior officers, undertaking activities of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing, interpreting and analysing information for clients or other interested parties, exercising specific process responsibilities, and overseeing and coordinating the work of subordinate employees.

Work at this level includes supervision of a work group small work area or office within the total organisational structure and coordination of a range of office functions.

#### Characteristics of the Work

Employees at this level will have achieved a level of Seqwater or bulk water supply industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of responsibility.

Direction exercised over work performed at this level may be less direct than at lower levels and is usually related to task methodologies and work practices. Employees would be expected to set priorities and to monitor work flow in the area of responsibility.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

The extent of supervisory responsibility would depend on the operational work of the area and factors such as work priorities, complexity of the work and the number of subordinate employees.

#### Duties, Skills & Qualifications

Work performed at this level will require the ability to supervise employees, set priorities, monitor work flow and develop local strategies or work practices.

This may include responsibility for the development of appropriate training programs related to group development, application of equal employment opportunity, industrial relations principles and an awareness of occupational health and safety guidelines and principles. Staff assessment and counselling may involve providing advice in relation to personal and career development relating to work requirements.

Liaison and communication skills and the capacity to negotiate may be required, particularly for activities involving liaison or communication with clients or other interested groups.

Work at this level requires general knowledge of the office's operations, combined with a specialist knowledge of major activities within the work area.

In program, activity or service delivery areas employees should have the knowledge to interpret and apply standard policies, specific procedures and regulations or other guideline material to specific situations. They should be able to disseminate information about the office's operations particularly in relation to policy aspects or program, activity or service delivery to clients.

Work at this level may require the ability to investigate, interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.

### Administrative Officer Level 5

#### Work Level Description

Work at this level may include a variety of functions as follows:

- (a) Managing the operations of a discrete organisational element, program or activity;
- (b) The operations of an organisational element which is part of a larger office within the total organisational structure;
- (c) Under limited direction in relation to priorities and work practices, providing administrative support to a particular program, activity or administrative function and consultancy service to external organisations; or
- (d) Providing subject matter expertise or policy advice across a range of programs or activities undertaken by the agency.

Work at this level may include the preparation of documentation for complex correspondence purposes and for decision by senior officers.

Responsibilities may include liaison and coordination within and across functions including office representation and overseeing and coordinating the work of other employees assisting in this area.

Work at this level may include operation within a number of specialist or multidisciplinary teams or independently.

#### Characteristics of the Work

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise independently on a range of activities and features and contribute, as

required, to the determination of objectives, within the relevant field(s) of their expertise.

They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling of workloads, resolving operations' problems, monitoring the quality of work produced as well as counselling employees for performance as well as work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgement in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but not essential.

### **Duties, Skills & Qualifications**

Work at this level requires a knowledge of office operations and the ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.

A work role within this level may include some of the following:

- (a) Responsible for a range of functions within a group or small section;
- (b) Undertake responsibility for a moderately complex project;
- (c) Undertake a minor phase of a broader or more complex professional assignment;
- (d) Set priorities and monitor workflow in areas of responsibility;
- (e) Exercise judgment and initiative where procedures not clearly defined;
- (f) Understand computer based systems and operations to enable the provision of training, advice and support; and
- (g) Provide project and development support and undertake analysis/design of systems and/or undertake programming in specialist areas.

## **Administrative Officer Level 6**

### **Work Level Description**

Work at this level may involve providing advice including policy, administrative or specialist; undertaking work related to the management or administration of a program or activity; service delivery or corporate support functions, including project work and work policy development; preparation or coordination of research papers, submissions on policy, technical, professional or program issues, or administrative matters.

Liaison with other elements of the organisation, other government agencies, local authorities or community organisations is usually a feature.

Work also includes the preparation, or overseeing the preparation, of correspondence and replies to parliamentary questions, ministerial representations and other briefing material; and representing the office at meetings, conferences or seminars. Management of diverse occupational groups may be required of this level.

### **Characteristics of the Work**

Employees have the scope to influence the operational activities of the relevant organisational unit. Employees will be expected to contribute to its management, assist/prepare budgets, establish procedures and work practices, etc. In addition, employees will be required to provide expert advice to lower classified employees.

Work roles will require responsibility for decision making in their particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the area. Employees will be required to set outcomes for the work area for which they are responsible.

Employees may exercise limited managerial responsibility for a work area, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs/activities.

Managing time is essential so that outcomes may be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate employees under guidance. Employees are required to understand and implement effective human resource management practices.

### **Duties, Skills & Qualifications**

Management skills and abilities necessary to undertake the allocation and monitoring of resources, the review of operations to determine their effectiveness and contribute to the development of policy initiatives or corporate strategies are usually required at this level. A knowledge of financial program management techniques related to the activity or corporate goal of the work area is usually required at this level, together with demonstrated personnel management skills and the ability to apply equal employment procedures and implement training and employee development.

Well developed liaison and communication skills and the ability to negotiate or communicate, under limited direction, on behalf of the agency with clients or other interested parties may be needed.

Work at this level requires a knowledge and awareness of office operations, as related to government initiatives or policies.

The ability to apply or interpret legislation, regulations, instructions or other guideline material relating to the operations, policies or functions of the work area; and the capacity to undertake high level research, reviews or investigations including the preparation of reports and associated papers may also be required.

## **Administrative Officer Level 7**

### **Work Level Description**

Work at this level may involve control of an organisational element involved in the administration or coordination of a specific program, activity or corporate support function at either the group or team level, to achieve a result in line with the corporate goals of the agency.

The work may include developing policy and/or providing policy, financial, specific subject matter or administrative advice, including specialist advice or undertaking high level project work; developing, implementing and reviewing policy instructions and administrative or specialist procedures for the guidance of functional elements of

the office; initiating and formulating recommendations for office programs; processing representations to the Minister, preparing replies to parliamentary questions, preparing briefing notes for senior level managers, assisting in the preparation of cabinet submissions and correspondence; liaising with other Government bodies and community organisations including the preparation of public information on programs, activities or services; and representing the office at meetings, conferences or seminars.

Work undertaken at this level may also be required to deal with a complex and diverse operating environment.

### Characteristics of the Work

Work is undertaken at this level with broad direction usually from a senior level Manager or comparable employee in relation to priorities and the detailed conduct of the task. The activities undertaken would be of a complex or specific nature encompassing a significant element of total office operations.

Work at this level may involve, depending on the functional role, significant independence of action including the use or allocation of resources within the constraints or guidelines laid down by senior management.

Decisions taken at this level may, depending on the degree of autonomy of function and the degree of delegated authority, have significant impact on the day-to-day operations of a specific work area and may also have significant effects elsewhere within the office.

Management responsibilities are usually a significant function at this level. The percentage of the total work taken up in management functions and the character of the direction given to subordinates would depend on the nature of the work area, location, workload factors, priorities and employee resources allocated.

The development of guidelines, rules, regulations, procedures or instructions for either employees or other interested parties may be coordinated at this level.

### Duties, Skills & Qualifications

A work role within this level may include some of the following:

- (a) General knowledge of Seqwater policies and procedures;
- (b) Application of a high level of discipline knowledge;
- (c) Knowledge and ability to apply human resource management skills;
- (d) Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/ corporate goals;
- (e) Plan, direct, control and evaluate operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (f) Develop work practices and procedures for various projects;
- (g) Establish work area outcomes;
- (h) Prepare budget submissions for senior employees and/or Seqwater;
- (i) Develop and implement significant operational procedures;
- (j) Review operations to determine their effectiveness;

- (k) Train other employees;
- (l) Develop appropriate methodology and apply proven techniques in providing specialised services; and
- (m) The ability to interpret and provide advice on legislation, regulations, instructions or other guideline material relating to the policies, operations or functions of the work area.

## Administrative Officer Level 8

### Work Level Description

Work at this level may involve responsibility for a major program or programs at statewide level and of critical importance to the agency, operating within broad policy guidelines, or be responsible for a service-wide function.

High levels of discipline, expertise and experience are required combining elements of planning, organising, directing and evaluating to determine goals and priorities within the framework of the corporate objectives of the office or of other agencies.

This level will require a capacity for original thinking, creativity, the exercise of significant levels of independent judgement, and the exercise of delegated authority as required.

The work may include providing specialist consultancy advice within or across agencies, developing policy and interpreting, reviewing and implementing policy instructions, setting objectives in the work area, processing representations to the minister, overseeing responses to parliamentary questions, preparation of reports to government, preparing ministerial briefing notes and correspondence, liaising with other government bodies and community organisations, including the provision of public information on programs, activities or services; and representing the agency at meetings, conferences or seminars.

### Characteristics of the Work

Employees are involved in the initiation and formulation of extensive projects/programs which impact on Seqwater's goals and objectives.

Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Additional features may include providing relevant financial, specialised, and/or administrative advice on policy matters within the department or division and/or Seqwater.

In addition employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.

Employees require a high level of proficiency in the application of optimal solutions to new problems and opportunities as they occur.

Work roles will demand responsibility for decision making within the constraints of divisional/corporate policy and require employees to provide advice and support to other areas of Seqwater. Employees will have significant impact upon Seqwater's policies and programs and will be required to provide initiative, the ability to formulate, implement, monitor and evaluate projects and/or programs.

### Duties, Skills & Qualifications

A work role within this level may include some of the following:

- (a) Detailed knowledge of Seqwater's policy, programs, procedures

- and practices;
- (b) High level of discipline knowledge;
  - (c) Knowledge and ability to apply human resource management skills;
  - (d) Detailed knowledge of statutory requirements;
  - (e) Undertake work of significant scope and/or complexity. Major portion of the work requires initiative;
  - (f) Undertake duties of innovative, novel and/or critical nature under minimal direction;
  - (g) Undertake functions across a range of administrative, specialist or operational areas which may include specific programs/activities, management of service delivery and the provision of high level advice;
  - (h) Provide specialist advice on policy matters and contribute to the development/review of policies;
  - (i) Coordinate and control extensive projects/programs in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals;
  - (j) Administer complex policy and program matters;
  - (k) Offer consultancy service; and
  - (l) Evaluate and develop/revise methodology techniques and/or the application of a high level of analytical skills to attain Seqwater's objectives.

### Progression between Levels – Administration Stream

#### Level 1

Entry point and will progress to Level 2 based on acquisitions of relevant competencies and demonstrated proficiency.

#### Level 2

Base competencies for administration employees and will progress to level 3 based on acquisitions of relevant competencies and demonstrated proficiency that are required for the role.

#### Level 3

Demonstration of required competencies for the role. Will progress to Level 4 based on acquisitions of relevant competencies and demonstrated proficiency that are required for the role.

#### Level 4

On going demonstration of required competencies for the role. Progression to Level 5 is based on a vacant role and selection on merit to fill that role.

#### Level 5

Demonstration of required competencies for the role. Progression to Level 6 is based on a vacant role and selection on merit to fill that role.

#### Level 6

Demonstration of required competencies for the role. Progression to Level 7 is based on a vacant role and selection on merit to fill that role.

#### Level 7

Demonstration of required competencies for the role. Progression to Level 8 is based on a vacant role and selection on merit to fill that role.

#### Level 8

Demonstration of required competencies for the role.



### SCHEDULE 3 TRADE STREAM

Reclassification of trade employees is dependent upon the employee meeting the criteria outlined below. This shall be determined through an assessment of the skills and ability of the employee seeking advancement.

An employee seeking reclassification must be able to demonstrate competencies in relation to:

- (a) Specialist skills, as defined, in the particular trade in which the employee is primarily employed; and/or

- (b) A range of skills in comparable trades other than that in which they are primarily employed, which would allow an employee to perform a range of duties across trades as required by Seqwater.

In addition, Seqwater must be able to demonstrate that the enhanced skills of trade employees are required and will be utilised by Seqwater.

Senior Managers (as defined in this Agreement) are excluded from this stream.

Salary amounts shown below reflect the minimum increase applicable.

Level	Salary 01.07.19	Salary 01.07.20	Salary 01.07.21	Salary 01.01.22	Salary 01.07.22
T01	\$62,835.77	\$62,835.77	\$64,595.17	\$66,403.83	\$68,263.14
T02	\$65,961.19	\$65,961.19	\$67,808.10	\$69,706.73	\$71,658.52
T03	\$69,086.61	\$69,086.61	\$71,021.04	\$73,009.63	\$75,053.90
T04	\$72,212.04	\$72,212.04	\$74,233.98	\$76,312.53	\$78,449.28
T05	\$75,337.46	\$75,337.46	\$77,446.91	\$79,615.42	\$81,844.65
T06	\$78,462.89	\$78,462.89	\$80,659.85	\$82,918.33	\$85,240.04
T07	\$81,588.32	\$81,588.32	\$83,872.79	\$86,221.23	\$88,635.42
T08	\$88,906.57	\$88,906.57	\$91,395.95	\$93,955.04	\$96,585.78

Level	Salary 01.07.19	Salary 01.07.20	Salary 01.07.21	Salary 01.01.22	Salary 01.07.22
MS1 1	\$98,646.87	\$98,646.87	\$101,408.98	\$104,248.43	\$107,167.39
2	\$102,592.69	\$102,592.69	\$105,465.29	\$108,418.32	\$111,454.03
3	\$106,538.52	\$106,538.52	\$109,521.60	\$112,588.20	\$115,740.67
4	\$110,484.33	\$110,484.33	\$113,577.89	\$116,758.07	\$120,027.30
5	\$114,430.15	\$114,430.15	\$117,634.19	\$120,927.95	\$124,313.93
MS2 1	\$118,376.32	\$118,376.32	\$121,690.86	\$125,098.20	\$128,600.95
2	\$122,322.13	\$122,322.13	\$125,747.15	\$129,268.07	\$132,887.58
3	\$126,267.95	\$126,267.95	\$129,803.45	\$133,437.95	\$137,174.21
4	\$130,213.78	\$130,213.78	\$133,859.77	\$137,607.84	\$141,460.86

#### T01 – Trades Assistant (92.4%)

Works under limited supervision in one or more skill streams contained within this structure. A T01 will:

Have completed in accordance with RPL principles a construction skills test equivalent to the required competency standards; or

Have completed relevant structured training equivalent to the required competency standards.

#### Skills and Duties

An employee at this level performs work to the extent of their skills competence and training. Employees will acquire skills both, formal and informal, over time and with experience, and will undertake indicative

tasks and duties within the scope of skills they possess.

An employee at this level may be part of a self-directed team and may be responsible for the supervision of one or more employees.

An employee at this level:

- Can interpret plans and drawings relevant to their functions;
- Assists with the provision of on-the-job training;
- Assumes responsibility for allocating tasks within a work team within the area of the employees skill competence and training;
- Ability to work in a safe manner as not to cause self injury or injury to others;

- (e) Has some responsibility for the order and purchase of materials within defined parameters;
- (f) Is able to sequence functions relevant to the employee's work team;
- (g) Applies quality control techniques to the employee's own work and other employees within the work team;
- (h) Can complete paperwork required to ensure projects are completed; and
- (i) Can utilise basic problem solving skills.

Indicative of the tasks, which an employee at this level may perform, include the following (but are not limited to):

- (a) Calculates safe loads and stress factors;
- (b) Measures accurately using specialised equipment;
- (c) Anticipates and plans for constant changes to the work environment;
- (d) Uses precision measuring instruments;
- (e) Machine setting, loading and operation;
- (f) Licensed operation of all appropriate materials handling equipment;
- (g) Use of tools and equipment within the scope (basic non-trades) maintenance;
- (h) Computer operation;
- (i) Intermediate keyboard skills;
- (j) Basic engineering, fault finding and repair skills;
- (k) Perform basic quality checks on the work of others;
- (l) Licensed and certified for industrial truck, machinery and/or crane;
- (m) Has a knowledge of Seqwater's operation as it relates to the work process;
- (n) Lubrication of machinery and similar equipment;
- (o) Assist in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainees;
- (p) Can be required as a minor part of their duties, to drive a vehicle (over 1.27t) used in connection with the work of a work team; and
- (q) Delivery, installation, adjustment and testing of electronic products, not requiring the skill of a tradesperson.

### T02 – Tradesperson

#### (Base Level 100%)

An employee who holds a trade certificate or tradespersons' rights certificate as a:

- (a) Tradesperson (electrical/electronic) Level 1; or
- (b) Tradesperson (mechanical) Level 1
- (c) A T02 Tradesperson works above and beyond an employee at T01 and to the level of their training;
- (d) Understands and applies quality control techniques;

- (e) Exercises good interpersonal and communication skills;
- (f) Exercise keyboard skills at a higher level than T01;
- (g) Exercises discretion within the scope of this grade;
- (h) Performs work under limited supervision either individually or in a team environment;
- (i) Operates all lifting equipment incidental to their work;
- (j) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (k) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training; and
- (l) Able to inspect products and/or materials for conformity with established operational standards.

### T03 – Advanced Tradesperson

#### (Relativity to T02 – 105%)

An Advanced Tradesperson Level II is a:

- (a) Advanced Tradesperson (electrical/electronic) Level II; and
- (b) Advanced Tradesperson (mechanical) Level II;
- (c) who has completed the following training requirement:
- (d) 3 appropriate modules in addition to the training requirements of T02; or
- (e) 3 appropriate modules towards an advanced certificate;
- (f) 3 appropriate modules towards an associate diploma or equivalent; or
- (g) 12 additional points above T02.
- (h) An Advanced Tradesperson Level II works above and beyond a Tradesperson at T02 level of their training;
- (i) Exercises the skills attained through satisfactory completion of the training prescribed for this classification or equivalent;
- (j) Exercises discretion within the scope of this grade;
- (k) Works under general supervision either individually or in a team environment;
- (l) Understands and implements quality control techniques;
- (m) Provides trade guidance and assistance as part of a work team; and
- (n) Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than T02.

Tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable them to perform particular tasks.

OR

A T03 Advanced Tradesperson works above and beyond a Tradesperson at T02 level and consistently exercises a level of skill expected of a Tradesperson with at least two (2) years' post trade experience.

An employee at this level must be able to demonstrate:

- (a) General trade competence;
- (b) Demonstrated knowledge of the location of key access points/ service lines of buildings, work areas, machinery, equipment and tools relevant to their specific trade;
- (c) Demonstrated ability to isolate local systems;
- (d) Demonstrated ability to solve emergent problems (trouble shoot) within the local work area;
- (e) Demonstrated ability to minimise disruption to others in the performance of day to day duties whilst maintaining an appropriate customer focus;
- (f) Demonstrated ability to notify appropriate personnel of technical problems or maintenance issues requiring the attention of trades other than their own;
- (g) Demonstrated competence in Seqwater documentation and procedures;
- (h) Accepts responsibility for tasks undertaken;
- (i) Participates in the development of other trade related staff; and
- (j) Actively contributes to Quality Assurance for trade area.

### T04 – Special Class Tradesperson

#### (Relativity to T02 – 110%)

A Special Class Tradesperson Level 1 means a:

- (a) Special Class Tradesperson (electrical/electronic) Level 1; and
- (b) Special Class Tradesperson (mechanical) Level 1.

who has completed the following training requirement:

- (a) 6 appropriate modules in addition to the training requirements of T03 level;
- (b) 6 appropriate modules towards an advanced certificate;
- (c) 6 appropriate modules towards an associate diploma; or equivalent; or
- (d) 24 additional points above T02.

A Special Class Engineering Tradesperson works above and beyond a Tradesperson at T03 and to the level of their training:

- (a) Exercises the skill attained through satisfactory completion of the training prescribed for this classification or equivalent;
- (b) Provides trade guidance and assistance as part of a work team;
- (c) Assists in the provision of training in conjunction with supervisors and trainers;
- (d) Understands and implements quality control techniques; and
- (e) Works under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- (a) Exercises high precision trade skills using various materials and/ or specialist techniques;
- (b) Performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs;
- (c) Installs, repairs, maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work; is required to read and understand hydraulic and pneumatic circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits; and
- (d) Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

OR

Classification at T04 as a Special Class Tradesperson may also be achieved if an Engineering Tradesperson meets the following criteria:

- (a) Possession of their primary AQF3 qualification and 24 points.
- (b) The above training requirements may be obtained in relation to:
- (c) Specialist skills, as defined, in the particular trade in which the employee is primarily employed; and/or
- (d) A range of skills in comparable trades other than that in which they are primarily employed, which would allow an employee to perform a range of duties across trades as required by Seqwater. It is necessary to ensure that the Tradesperson has obtained the necessary skills and knowledge and is at a competent level to perform the duty and would meet existing licensing requirements.
- (e) Awarding of points will be subject to certification by the employing facility/service that the applicant is required to use the skills/ licence in the course of their duties.
- (f) Awarding of points will be subject to production of satisfactory evidence that the applicant possesses the skills/licence.

AND

- (a) Certification that the employee performs work above and beyond an employee at Level T03. The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade training and/ or on-the-job experience to enable the employee to perform the particular indicative tasks:
- (b) Exercise high precision trade skills using various material and/or specialists techniques; and/or
- (c) Exercise a range of precision trade skills using various material and/or techniques across different trades;
- (d) Installs, repairs, maintains, tests, modifies, commissions and/ or fault finds on complex equipment in the course of such work, and is required to understand the intricate workings of this equipment;

- (e) Exercises the skill attained through satisfactory completion of the training, and/or on-the-job experience, prescribed for this classification subject to a prescribed standard;
- (f) Provides trade guidance and assistance as part of a work team;
- (g) Assists in the provision of training in conjunction with supervisors and trainers;
- (h) Understands and implements quality control techniques; and
- (i) Works under limited supervision either individually or in a team environment.

### T05 – Advanced Special Class Tradesperson

#### (Relativity to T02 – 115%)

An Advanced Special Class Tradesperson Level II means an:

- (a) Advanced Special Class Tradesperson (electrical/electronic) Level II; and
- (b) Advanced Special Class Tradesperson (mechanical) Level II who has completed the following training requirement:
- (c) 3 appropriate modules in addition to the requirements of T04; or
- (d) 9 appropriate modules towards an advanced certificate; or
- (e) 9 appropriate modules towards an associate diploma; or equivalent; or
- (f) 36 additional points above a T02 (including a minimum of 12 points specialist competencies).

An Advanced Special Class Tradesperson works above and beyond a Tradesperson at T04 and to the level of their training:

- (a) Exercises the skill attained through satisfactory completion of the training prescribed for this classification or equivalent;
- (b) Is able to provide trade guidance and assistance as part of a work team;
- (c) Provides training in conjunction with supervisors and trainers;
- (d) Understands and implements quality control techniques; and
- (e) Works under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- (a) Works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls;
- (b) Works on machinery or equipment which utilise complex electrical/electronic circuitry and controls;
- (c) Works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, or fluid power principles;
- (d) Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication;

- (e) Exercises intermediate CAD/CAM skills in the performance of routine modifications to programs;
- (f) Works on complex or intricate interconnected electrical circuits at a level above T04; and
- (g) Works on complex radio/communication equipment.
- (h) Building trade employees who perform and utilise required tasks from various specialist cross trade and specialist post trade skills which are above their base trade as described in the Queensland Health Competency Menu.

**Note** The post trade certificate referred to in this definition is not directly comparable with existing post trade qualifications and the possession of such qualification does not itself justify classification of a tradesperson to this level.

### T06 – Specialist Trade Technician

#### (Relativity to T02 – 125%)

A Specialist Trade Technician Level 1 means a:

- (a) Specialist Trade Technician (electrical/electronic) Level 1; and
- (b) Specialist Trade Technician (mechanical) Level 1 who has completed:
- (c) 12 appropriate modules of an advanced certificate; or
- (d) 12 appropriate modules of an associate diploma;
- (e) Or equivalent accredited training; or 48 additional points above a T02 (including a minimum of 24 points specialist competencies).

A Specialist Trade Technician Level 1 works above and beyond a Tradesperson at T05 and to the level of their training:

- (a) Undertakes quality control and work organisation at a higher level than for T05;
- (b) Provides trade guidance and assistance as part of a work team;
- (c) Assists in the provision of training to employees in conjunction with supervisors/trainers;
- (d) Performs maintenance planning and predictive maintenance work not in technical fields.
- (e) Works under limited supervision either individually or in a team environment;
- (f) Prepares reports of a technical nature on specific tasks or assignments as directed; and
- (g) Exercises broad discretion within the scope of this level.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and post trade training to enable the employee to perform that particular indicative task:

- (a) Works on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles;
- (b) Works on instruments which make up a complex control system which utilise some combinations of electrical, electronic,

mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry;

- (c) An overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out the tasks;
- (d) Applies computer integrated manufacturing technique involving a higher level of computer operating and programming skills than for T05;
- (e) Works on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry; and
- (f) A dual trade qualification (for example, electrical and instrumentation or mechanical and restricted electrical).

### T07 – Specialist Trade Technician

#### (Relativity to T02 – 130%)

A Specialist Trade Technician Level 2 means a:

- (a) Specialist Trade Technician (electrical/electronic) Level 2; and
- (b) An advanced certificate; or
- (c) 15 modules or second year part-time of an associate diploma;
- (d) Or equivalent accredited training;
- (e) A dual trade qualification (for example, electrical and instrumentation or mechanical and restricted electrical).

A Specialist Trade Technician Level 2 works above and beyond a T06 and to the level of their training:

- (a) Provides technical guidance or advice within the scope of this level;
- (b) Prepares reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this level;
- (c) Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
- (d) Assists in the provision of on the job training in conjunction with supervisors and trainers;
- (e) Has a minimum of five (5) years' experience as a dual traded technician.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- (a) Through a systems approach able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilises some combination of electrical, mechanical or fluid power principles;

- (b) Set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a T06;
- (c) Works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry; and
- (d) Works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

### T08 – Leading Hand

A T08 must hold the minimum requirements of a T06 (as outlined above) plus previous supervisory experience.

A Leading Hand is an employee who is appointed to a specific role following a merit based recruitment process. Typically a Leading Hand has the responsibility of directing, supervising and distributing work, monitoring the work and performance of specific work teams which comprise of employees and/or contractors who undertake trade maintenance work on any Seqwater site, facility or property.

A Leading Hand will possess the required qualification to be appointed to either:

- (a) Specialist Trade Technician (electrical/electronic) Level 2; and
- (b) Specialist Trade Technician (mechanical) Level 2
- (c) and has completed:
  - (i) An advanced certificate;
  - (ii) 15 modules or second year part-time of an associate diploma; or
  - (iii) Equivalent accredited training.

A Leading Hand works above and beyond a T06 and to the level of their training:

- (a) Provides technical guidance or advice;
- (b) Prepares reports of a technical nature on specific tasks or assignments as directed or within the scope of discretion at this level;
- (c) Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task; and
- (d) Assists in the provision of on the job training in conjunction with supervisors and trainers.

The following tasks, duties and responsibilities will be performed by a leading hand:

### Duties and Skills

Undertakes quality control and work for the organisation at a higher level than for TO6:

- Provides trade advice, guidance and assistance as part of a work team;
- Assists in the provision of training to employees in conjunction with supervisors/trainers;
- Performs maintenance planning and predictive maintenance work;
- Works under limited supervision;
- Prepares reports of a technical nature on specific tasks or assignments;
- Exercises broad discretion within the scope;
- Set up, commission, maintain and operate sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than a TO5;
- Works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry;
- Works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.
- Exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilises some combination of electrical, mechanical or fluid power principles; and
- Provide efficient and effective mechanical maintenance support delivered in a timely manner.

### Organisational Requirements

- Organise and prioritise work to maximise productivity of resources;
- Coordination of service providers and in particular the coordination and supervision of all contractors on site;
- Coordination of service providers and contractors for the purposes of servicing and maintaining equipment and assets;
- Provide worksite supervision to mechanical personnel and apprentices inclusive of the workshop;
- Maintain a resource plan to ensure resources are balanced against workloads;
- Seeks quotes, raises purchase requisitions, checks, access and receive invoices;
- Review of trade technical specifications and schedules for planned maintenance activities and undertake/implement works;
- Assist in undertaking the recruitment and selection of subordinate employees; and
- When required, assist in the development and training of fellow employees;

- Ensure contractors sign in and sign out on the maintenance log and induct and guide them to locations within the facility/site.

### Communication/Coordination Requirements

- Provide an effective liaison between the maintenance supervisors, maintenance coordinator, Seqwater employees, contractors and clients, including the ability to interpret relevant statutory guidelines and apply as necessary;
- Identify and prioritise workloads for internal and external stakeholders;
- Maintain appropriate communication processes;
- Inform stakeholders of works progress through phone calls, email, meetings, status reports as requested and liaise with employees in to schedule work and minimise disruption;
- Promptly respond to and achieve a positive outcome in relation to internal clients complaints;
- Provide written incident reports when called upon i.e. equipment condition, accident, inspections/audits, compliance, work, employees or contractor performance;
- Ensure employees understand position duties, work activities, compliance requirements, council policies and operational procedures;
- Ensure employees and contractors understand work priorities and service standards;
- Ensure maintenance records, plans, building services documents, switchboard legends, etc. are kept current;
- Required documents, forms, job sheets, hazard and risk assessments are legible, complete in detail and accurate;
- Speedy resolutions achieved for conflict situation/s;
- Advice is appropriate, proficient and timely; and
- Work team morale is high and ideas are encouraged and promoted to improve job quality and workflow.

### General

- Ensure all work is performed to meet the safety, environmental and legislative requirements and responsibilities of Seqwater, together with the adherence of all occupational health and safety policies, guidelines and procedures;
- Effective hazard and risk identification and implementation of controls and safe work practices;
- Actively participate in training related to occupational health and safety within the workplace;
- Actively implement, maintain and improve quality procedures and work practice;
- Ability to understand and utilise Microsoft Office including Word, Excel and Outlook; and
- Provide information, maintain and update records in relation to Seqwater's maintenance program.

### MS1 – Maintenance Senior Trades

A Maintenance Senior Trade is an employee who is appointed to a specified MS1 role following a merit based recruitment process. Typical responsibilities of such specified roles include:

- Supervision of delivery of services in relation to the operation, maintenance, refurbishment and augmentation of electrical/mechanical/civil assets and providing supervision of trade resources, contractors and field staff within the district centre across operational asset;
- Participation in the effective planning, scheduling and coordination of preventative, non-routine maintenance activities and refurbishment programs across the District Centre, and managing works as required to ensure all workplace health and safety, service objectives and budget targets are met within the required time frames;
- Responsibility for the supervision of onsite work focusing on safety, workmanship, quality and efficiency; and
- Undertake operational requirements on the supply system.

Employees at this level must have attained the minimum requirements of T07 and previous experience leading others.

### MS2 – Maintenance Supervisor

A Maintenance Supervisor is an employee who is appointed to a specified role following a merit based recruitment process.

Responsibilities of this level include:

- Management of maintenance employees;
- Management of asset maintenance to ensure reliability and performance of Seqwater's assets;
- Effective planning, scheduling and coordination of preventative and non routine maintenance activities and refurbishment programs across a defined geographical area;
- Project managing works, the provision of technical advice and support to projects or resolving complex technical issues as required;
- Management of budgets, administrative processes and tasks associated with the role and the achievement of performance objectives; and
- Developing and maintaining effective working relationships with Seqwater staff and contractors.

Employees at this level must have attained the minimum requirements of T07 and previous experience leading others.

### Progression between Levels

#### T01

Appointed into the role. Progression is the attainment of a trade qualification.

#### T02 to T07

Progression is based on the attainment of identified competencies through acquisition of competencies as well as demonstrated proficiency. Progression will also be based on operational requirements. That is, the competencies and proficiencies attained and are being applied on the job.

#### Appointment to T08

T08 roles are predetermined by Seqwater. Appointment to a T08 role will be as a result of a merit based recruitment process to a vacant designated T08 role.

#### MS1 to MS2

Progression between these supervisory levels is based on attainment of necessary competencies/qualifications and demonstrated proficiency. Appointment will be to a vacant position and selected based on merit.

It is noted that an employee may be able to move from this classification structure into the PO structure at PO Level 2 based on the obtaining of the appropriate competencies and a vacant position.

## SCHEDULE 4 OPERATIONAL STREAM

Classification criteria are guidelines to determine the appropriate classification level under this Agreement and consists of the work level description, characteristics and typical duties/skills.

The key issue to be looked at in properly classifying a staff member is the level of initiative, responsibility/accountability, competency and skill that the staff member is required to exercise in the work performed within the parameters of the characteristics and not the duties per se.

Senior Managers (as defined in this Agreement) are excluded from this stream.

Salary amounts shown below reflect the minimum increase applicable.

Level	Pay Point	Salary 01.07.19	Salary 01.07.20	Salary 01.07.21	Salary 01.01.22	Salary 01.07.22
1	1	\$55,393.38	\$55,393.38	\$56,944.39	\$58,538.83	\$60,177.92
	2	\$56,851.44	\$56,851.44	\$58,443.28	\$60,079.69	\$61,761.92
	3	\$57,685.28	\$57,685.28	\$59,300.47	\$60,960.88	\$62,667.78
	4	\$59,230.35	\$59,230.35	\$60,888.80	\$62,593.69	\$64,346.31
2	1	\$60,752.77	\$60,752.77	\$62,453.85	\$64,202.56	\$66,000.23
	2	\$61,698.19	\$61,698.19	\$63,425.74	\$65,201.66	\$67,027.31
	3	\$62,906.71	\$62,906.71	\$64,668.10	\$66,478.81	\$68,340.22
	4	\$63,665.57	\$63,665.57	\$65,448.21	\$67,280.76	\$69,164.62
3	1	\$64,918.69	\$64,918.69	\$66,736.41	\$68,605.03	\$70,525.97
	2	\$67,395.10	\$67,395.10	\$69,282.16	\$71,222.06	\$73,216.28
	3	\$70,132.40	\$70,132.40	\$72,096.11	\$74,114.80	\$76,190.01
	4	\$77,230.61	\$77,230.61	\$79,393.07	\$81,616.08	\$83,901.33
4	1	\$80,842.76	\$80,842.76	\$83,106.36	\$85,433.34	\$87,825.47
	2	\$84,920.84	\$84,920.84	\$87,298.62	\$89,742.98	\$92,255.78
	3	\$89,482.58	\$89,482.58	\$91,988.09	\$94,563.76	\$97,211.55
	4	\$94,840.04	\$94,840.04	\$97,495.56	\$100,225.44	\$103,031.75
5	1	\$99,016.46	\$99,016.46	\$101,788.92	\$104,639.01	\$107,568.90
	2	\$101,427.27	\$101,427.27	\$104,267.23	\$107,186.71	\$110,187.94
	3	\$104,346.16	\$104,346.16	\$107,267.85	\$110,271.35	\$113,358.95
	4	\$105,532.04	\$105,532.04	\$108,486.94	\$111,524.57	\$114,647.26
6	1	\$109,450.55	\$109,450.55	\$112,515.17	\$115,665.59	\$118,904.23
	2	\$115,243.61	\$115,243.61	\$118,470.43	\$121,787.60	\$125,197.65
	3	\$120,429.57	\$120,429.57	\$123,801.60	\$127,268.04	\$130,831.55
	4	\$125,848.90	\$125,848.90	\$129,372.67	\$132,995.10	\$136,718.96

### Operational Officer Level 1

#### Work Level Description (001)

Training, both on and off the job, is a dominant feature of this level.

#### Characteristics of the Work

Work at this level is performed under close supervision and direction following standard routines, methods and procedures with little scope for deviation or the exercise of initiative or judgement in the selection of appropriate means to complete the work assignment. Limited responsibility exists for the final outcome.

The routines, methods and procedures, to be followed are at a level consistent with skills acquired. Direct guidance is given when problems arise.

Positions at this level have no supervisory responsibility.

Progression to Level 2 for Trainee Water Treatment Plant Operators or Trainee Dam Operators requires completion of Certificate II in Water Industry Operations or equivalent. Progression to Level 2 for Trainee Field Rangers requires completion of Certificate II in Conservation and Land Management or equivalent.



### Duties and Skills

Employees at this level usually perform repetitive tasks that are fully prescribed and are usually performed in response to standardised instructions or requests. There is only limited scope for interpretation.

Activities normally associated with this level would include:

- (a) Basic labouring tasks;
- (b) Cleaning;
- (c) Caretaking;
- (d) Driving a rigid motor vehicle up to 4.5t GVM;
- (e) Bitumen asphalt or concrete work;
- (f) Operation of a variety of hand held power tools or machinery (including motor mowers);
- (g) General gardening duties;
- (h) General water maintenance work;
- (i) Assisting in general water treatment plant operation that is supervised; and
- (j) Assisting in general dam operation that is supervised.

### Operational Officer Level 2

#### Work Level Description (002)

Positions at this level involve the delivery of operational services whose work routines, methods and procedures are clearly established and there is limited scope for deviation.

Training, both on and off the job, is often a dominant feature of this level.

#### Characteristics of the Level

Work may initially be performed under close supervision by a more experienced officer; however, this supervision is expected to reduce as experience increases.

Employees at this level may operate individually or as a member of a project team within a work group.

Limited discretion is available for the selection of the appropriate means of completing duties or tasks. Guidance is always available and work outcomes may be closely monitored.

Positions at this level may have limited supervisory responsibilities with more experienced employees assisting new employees by providing guidance and advice.

#### Duties and Skills

Positions at this level may involve an employee in a range of activities including the performance of non-repetitive tasks governed by established procedures, specific guidelines and standardised instructions.

Duties may include field support or regulatory inspection activities and data collection and recording.

Progression to Level 3 for Trainee Water Treatment Plant Operators and Trainee Dam Operators requires completion of Certificate III in

Water Industry Operations and equivalent and completed site based competencies. Progression to Level 3 for Trainee Field Rangers requires completion of Certificate III in Conservation and Land Management and equivalent and completed site based competencies.

Appointees to this level undertake a range of functions requiring the practical application of acquired skills and knowledge.

Technical skills not requiring trade or equivalent qualifications are required in order to safely and effectively operate basic machinery to perform routine and standard functions, and organise duties across a working day to meet regular work load requirements.

Activities normally associated with this level would include:

- (a) Pipelaying, concrete finishing, scaffolding;
- (b) Skilled gardening work (e.g. grafting, propagating);
- (c) Driving a rigid motor vehicle exceeding 4.5 tonne GVM up to 15 tonne GVM;
- (d) Store operations;
- (e) Operation of small ride-on equipment or light mechanical plant;
- (f) Operation of light mechanical plant including ride-on mower/ tractor with implements, motor vehicles with capacity exceeding 6.08 tonne, pneumatic tyred tractor without powered attachments up to 35 KW, pneumatic tyred tractor with powered attachments up to 4,536 kg, crawler tractor with powered attachments up to 2,721 kg, powered vibrating road roller up to 4 tonne, pneumatic tyred powered road roller up to 8 tonne, steel wheeled powered road roller up to 8 tonne, pile driving machine, motor mower driver;
- (g) Operation of large ride-on equipment (e.g. skid steer loader exceeding 2,000cc) or ride-on mower exceeding 12 h.p.;
- (h) Dogman, rigger;
- (i) Operation of forklifts and hydraulic mobile platforms;
- (j) Water Treatment Plant Operation Assistant;
- (k) Dam Operator;
- (l) Ranger; and
- (m) Have a Certificate II or higher in Water Industry Operations or Certificate II in Conservation and Land Management and is deemed competent by Seqwater.

### Operational Officer Level 3

#### Work Level Description (003)

Appointment to this level requires proven expertise in the particular discipline with demonstrated proficiency in applying established techniques.

An understanding of the agency's functions coupled with detailed knowledge of the work units' operations, practices and procedures is necessary for competent performance.

#### Characteristics of the Level

Employees at this level work under general direction and undertake a

range of functions which may require the application of trade based skills and experience or the practical application of a high level of skills. Employees at this level may operate individually or as a member of a project team within a work group.

Supervision of subordinate employees within a small discrete work group or function may be a feature of this level.

Assistance is usually available if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

Whilst there is some scope for the exercising of initiative in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions.

### Duties and Skills

Work at this level requires a sound knowledge of the agency's functions and the requirements of the discipline.

A sound knowledge of the operating procedures and an ability to contribute to the review and update of operating procedures is required.

Supervisory responsibilities may include coordination of workflow processes, training of subordinate employees, responsibility of quality of output of the workgroup, and provide informal coaching and guidance to subordinates.

Knowledge and compliance with regulations, codes and specifications may be required.

Duties at this level may include application of trade based skills or equivalent involving field work, design/modification of equipment, research projects, support services and the collating and analysis of specimens or data.

- (a) Qualified and competent employees as determined by Seqwater who is proficient in duties;
- (b) Water Treatment Plant Operator;
- (c) Dam Operator;
- (d) Ranger;
- (e) Form setting (requiring trade level skills);
- (f) Driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5 tonne or more) exceeding 22.5 tonne GCM;
- (g) Driving an articulated vehicle exceeding 24 tonne GCM;
- (h) Driving a low loader not exceeding 43 tonne GCM;
- (i) Earthmoving equipment serviceman;
- (j) Driving a rigid motor vehicle exceeding 15 tonne GVM;
- (k) Driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5 tonne or more) not exceeding 22.5 tonne GCM;
- (l) Driving an articulated vehicle (with 3 axles) not exceeding 24 tonne

GCM;

- (m) Operation of medium mechanical plant; including backhoe, street sweeping machine, single unit grader up to 35 KW, scraper loader up to 2.25 cubic metre capacity, pneumatic tyred tractor without powered attachment over 70 KW, pneumatic tyred tractor with powered attachment 35 to 110 KW, crawler tractor without powered attachment over 4,535 kg shipping weight, crawler tractor with powered attachment 2,721 to 18,143 kg shipping weight, powered vibrating road roller over 4 tonne, pneumatic tyred powered road roller over 8 tonne, steel wheeled powered road roller over 8 tonne, mobile crane up to 15 tonne; and
- (n) Certificate III in Water Industry Operations or Certificate III in Conservation and Land Management or deemed equivalent experience.

## Operational Officer Level 4

### Work Level Description (004)

Work at this level requires specialised knowledge within the discipline.

Work is undertaken under limited direction as to work priorities and the detailed conduct of the task.

Employees may be responsible for larger work groups or functions, field groups or district operations.

High levels of initiative in accomplishing objectives may be required to be exercised either on an individual basis or in a multidisciplinary unit.

Progression to this level will be based on selection to a vacant position after a merit based recruitment process.

### Characteristics of the Level

Work is performed either independently with guidance from superiors only received for those aspects of work which involve new or sophisticated techniques or relate to areas outside the positions normal span of activity.

There is scope for the exercise of initiative in the application of established work practices and procedures.

### Duties and Skills

Duties include the supervision of a work group or function, field group or regional operation with responsibility for the standard of workmanship, completion of work assignments and allocation of resources.

Interpretation of guideline material, reviewing and updating operating procedures and documented precedents and the application of judgement may be required in the determining solutions to problems.

Roles and activities normally associated with this level would include:

- (a) Senior Water Treatment Plant Operator;
- (b) Senior Ranger;
- (c) Senior Dam Operator;
- (d) Driving a rigid motor vehicle (truck tractor) and heavy trailer(s) combination (trailer having loaded mass of 3.5 tonne or more) exceeding 42.5 tonne GCM;

- (e) Driving an articulated or double articulated vehicle exceeding 42.5 GCM;
- (f) Driving a low loader exceeding 43 tonne GCM;
- (g) Operation of heavy mechanical plant; single unit grader over 35 KW, scraper loader over 10 cubic metre capacity, excavator over .5 cubic metres, front-end or overhead loader over 2.25 cubic metres, pneumatic tyred tractor with powered attachment over 110 KW, crawler tractor with powered attachment over 18,143 kg shipping weight, mobile crane 15 to 100 tonne; and
- (h) Certificate IV in Water Industry Operations or Certificate IV in Conservation and Land Management or deemed equivalent experience.

### Operational Officer Level 5

#### Work Level Description (005)

Work at this level requires specialised knowledge of complex though conventional methods and techniques.

High levels of autonomy and initiative may be required to be exhibited in accomplishing objectives and undertaking projects.

Management of large work groups may be a factor.

Progression to this level will be based on selection to a vacant position after a merit based recruitment process.

#### Characteristics of the Level

Employees at this level are subject to limited direction and may exercise managerial responsibility for a large and complex work program.

Usually only broad guidance and advice is provided as to operational requirements and deadlines to achieve end results in line with operating goals.

#### Duties and Skills

Duties may involve detailed planning, directing, coordinating or financial control within budget, material and workforce limitations established by management and the implementation of overall agency policies.

Managerial responsibility includes training of subordinate employees, coordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles.

Activities normally associated with this level would include:

- (a) Lead Water Treatment Plant Operator; and
- (b) Undertaking diploma of water industry operations.

### Operational Officer Level 6

#### Work Level Description (006)

Work at this level requires specialised knowledge of complex methods and techniques and the supervision of a high risk and complex plant or a high risk and complex dam.

Thorough working knowledge of risk identification and management of complex issues for successful outcomes is required.

High levels of autonomy and initiative may be required to be exhibited in accomplishing objectives and undertaking projects.

Management of large work groups performing complex tasks at critical sites/s may be a factor.

Progression to this level will be based on selection to a vacant position after a merit based recruitment process.

#### Characteristics of the Level

Employees at this level are subject to limited direction and will exercise managerial responsibility for a large, complex and high risk plant.

Usually only broad guidance is provided as to operational requirements and deadlines to achieve end results in line with operating goals.

#### Duties and Skills

Duties may involve detailed planning, directing, coordinating or financial control within budget, material and workforce limitations established by management and the implementation of overall agency policies. Duties will be typically across diverse and complex sites.

Managerial responsibility includes training of subordinate employees, coordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles.

Activities normally associated with this level would include:

- (a) Water Treatment Plant Supervisor at a complex, high risk plant;
- (b) Dam Operator Supervisor at a complex, high risk dam; and
- (c) Undertaking diploma of water industry operations.

### Internal Competency Assessment

For the purposes of progression from Levels 1 to 3 through assessments of competencies and proficiency, the relevant Lead Water Treatment Plant Operator or Lead Dam Operator or Senior Ranger shall be responsible for assessing whether an employee meets Seqwater's criteria for such progression.

Approval for progression shall not be unreasonably withheld by Seqwater.

Disputes regarding the application of this clause shall be dealt with by the Dispute Resolution Procedure at clause 2.6.

## SCHEDULE 5 WATER OFFICER STREAM

Classification Criteria are guidelines to determine the appropriate classification level under this Agreement.

The Water Officer (WO) stream introduces a framework for multi disciplined workers. The intent of this stream is to increase the technical competence and productivity of Seqwater’s workforce. The intent of this stream is not to replace other streams contained within this Agreement.

Seqwater supports the development of all employees, but entry into the WO stream (and progression between levels) is subject to operational requirements, and at Seqwater’s discretion. It is expected that these operational requirements will vary between regional areas.

For a person to enter the WO stream:

- There must be a position, which, in view of Seqwater’s operational requirements and at Seqwater’s discretion, Seqwater has designated as a WO position;
- The WO position must be vacant;
- The person must have met or exceeded the requirements of OO3 to be considered for entry to the WO stream (and appointment to a WO position);
- The person must apply for the vacant WO position; and
- The person must be appointed to the vacant position through a merit based recruitment process.

Progression between levels within the WO stream is also subject to

operational requirements, and at Seqwater’s discretion, having regard to Seqwater’s assessment of the nature and extent to which competencies and proficiencies attained through specified qualifications are applied on the job.

For clarity, there is no obligation upon Seqwater to either designate a position as a WO position, or to approve progression between levels within the WO stream based only on a person having obtained the specified qualifications.

The issues to be considered in properly classifying a role is the required application of the level of individual initiative required within the role, the responsibility/accountability ordinarily expected of a suitably qualified and experienced individual within the role, demonstrated competency and skill, and the proportion of the second and third disciplines applied during the normal performance of the role.

The key consideration of the role is the substantive work expected to be performed across multiple disciplines within the parameters determined within this schedule and not the duties per se.

For a role to be classified as a Water Officer, the duties performed within the role that are specific to the second and third disciplines must consume at least 25% of the capacity of the role over a 12 month period.

Salary amounts shown below reflect the minimum increase applicable and are inclusive of All Purpose Operational Allowance.

Water Officer classification does not apply to employees performing reasonable additional tasks or duties that are ordinarily expected for business and process continuity.

Senior Managers (as defined in this Agreement) are excluded from this stream.

Level	Pay Point	Salary 01.07.19	Salary 01.07.20	Salary 01.07.21	Salary 01.01.22	Salary 01.07.22
1	1	\$81,258.82	\$81,258.82	\$83,534.07	\$85,873.02	\$88,277.46
	2	\$82,382.13	\$82,382.13	\$84,688.83	\$87,060.12	\$89,497.80
	3	\$84,628.78	\$84,628.78	\$86,998.39	\$89,434.34	\$91,938.50
	4	\$87,998.75	\$87,998.75	\$90,462.72	\$92,995.68	\$95,599.56
2	1	\$90,245.40	\$90,245.40	\$92,772.27	\$95,369.89	\$98,040.25
	2	\$91,368.72	\$91,368.72	\$93,927.04	\$96,557.00	\$99,260.60
	3	\$92,492.05	\$92,492.05	\$95,081.83	\$97,744.12	\$100,480.96
	4	\$95,862.02	\$95,862.02	\$98,546.16	\$101,305.45	\$104,142.00
3	1	\$98,108.66	\$98,108.66	\$100,855.70	\$103,679.66	\$106,582.69
	2	\$99,231.99	\$99,231.99	\$102,010.49	\$104,866.78	\$107,803.05
	3	\$100,355.31	\$100,355.31	\$103,165.26	\$106,053.89	\$109,023.40
	4	\$101,478.63	\$101,478.63	\$104,320.03	\$107,240.99	\$110,243.74
4	1	\$105,971.92	\$105,971.92	\$108,939.13	\$111,989.43	\$115,125.13
	2	\$107,095.25	\$107,095.25	\$110,093.92	\$113,176.55	\$116,345.49
	3	\$111,588.55	\$111,588.55	\$114,713.03	\$117,924.99	\$121,226.89
	4	\$112,711.86	\$112,711.86	\$115,867.79	\$119,112.09	\$122,447.23

Water Officers are encouraged to develop and apply their skills and knowledge by obtaining certification in all areas of Seqwater's operations of catchments, dams and treatment. Employees cannot enter the WO Stream unless they hold one Certificate III in Water Operations (Source or Treatment) or Certificate III in Conservation and Land Management and they are working towards another Certificate III in Water Operations or Conservation and Land Management. Employees must also be applying these additional skills on the job. Certification in other work streams (catchments, dams and treatment) is a prerequisite for progression within the WO Stream in most cases.

All roles in the WO stream are skills and competency-based.

The work performed by employees within this stream (as outlined below) will not include work performed or competencies required within the Engineering (PO) and Trade Officer (TO) streams.

### Water Officer Level 1

A Water Officer (WO) Level 1 means an Operational Officer (OO) Level 3 who has completed:

- A Certificate III in Water Operations (Source or Treatment) or Certificate III in Conservation and Land Management; and
- A second Certificate III in a second discipline in either Water Operations (Source), Water Operations (Treatment) or a Certificate III in Conservation and Land Management.

A Water Officer (WO1) must:

- Meet the minimum certification requirements outlined above;
- Meet the requirements of Seqwater's competency framework (assessed by the employee's manager and by passing a written competency test); and
- Obtain written confirmation from the employee's manager that the employee is applying a percentage of the core skills of the second discipline relevant to the minimum certification requirements (i.e. the skills based on the subjects) on the job.

#### Duties and Skills

- Undertake duties of Level 3 Operational Officer (OO)
- Full range of skills applied in one discipline and a range of application of skills in the second discipline

#### Minimum Certification Requirements

Progression through the WO Level 1 Pay Points is as follows:

- For WO Level 1 Pay Point 1, the WO1 must apply a minimum of 25% of the skills and competences of their Certificate III in a second discipline;
- For WO Level 1 Pay Point 2, the WO1 must apply between 25% and 50% of the skills and competences of their Certificate III in a second discipline;
- For WO Level 1 Pay Point 3, the WO1 must apply between 50% and 75% of the skills and competences of their Certificate III in a second discipline; and
- For WO Level 1 Pay Point 4, the WO1 must apply between 75% and 100% of the skills and competences of their Certificate III in a second discipline.

### Water Officer Level 2

A Water Officer (WO) Level 2 means an Operational Officer (OO) Level 3 who has completed:

- A Certificate III in all three disciplines, Water Operations (Source), Water Operations (Treatment) and Conservation and Land Management; and

A Water Officer (WO2) must:

- Meet the minimum certification requirements outlined above;
- Meet the requirements of Seqwater's competency framework (assessed by the employee's manager and by passing a site based competency assessment); and
- Obtain written confirmation from the employee's manager that the employee is applying the a percentage of the core skills and competencies of the third discipline relevant to the minimum certification requirements (i.e. the skills based on the subjects) on the job.

#### Duties and Skills

- Undertake duties of Level 3 Operational Officer (OO)
- Full range of skills being applied in two disciplines and a range of skills in a third discipline

#### Minimum Certification Requirements

Progression through the WO Level 2 Pay Points is as follows:

- For WO Level 2 Pay Point 1, the WO2 must apply a minimum of 25% of the skills and competences of their Certificate III in a third discipline;
- For WO Level 2 Pay Point 2, the WO2 must apply between 25% and 50% of the skills and competences of their Certificate III in a third discipline;
- For WO Level 2 Pay Point 3, the WO2 must apply between 50% and 75% of the skills and competences of their Certificate III in a third discipline; and
- For WO Level 2 Pay Point 4, the WO2 must apply between 75% and 100% of the skills and competences of their Certificate III in a third discipline.

### Water Officer Level 3

A Water Officer (WO) Level 3 means an Operational Officer (OO) Level 4 who has completed:

- A Certificate III in all three disciplines, Water Operations (Source), Water Operations (Treatment) and Conservation and Land Management; and
- A Certificate IV in at least one of the required disciplines; Water Operations (Source), Water Operations (Treatment) or Conservation and Land Management.

A Water Officer (WO3) must:

- Meet the minimum certification requirements outlined above;
- Meet the requirements of Seqwater's competency framework (assessed by the employee's manager and by passing a site based competency assessment); and

- (c) Obtain written confirmation from the employee's manager that the employee is applying the a percentage of the core skills and competencies of the third discipline relevant to the minimum certification requirements (i.e. the skills based on the subjects) on the job.

### Duties and Skills

- Undertake duties of Level 4 Operational Officer (OO) in more than one field
- Supervise multi-skilled workers (level WO1, WO2 and WO3)
- Optimise systems and processes
- Implement work plans

### Minimum Certification Requirements

Progression through the WO Level 3 Pay Points is as follows:

- For WO Level 3 Pay Point 1, the WO3 must apply a minimum of 25% of the skills and competences of their Certificate IV;
- For WO Level 3 Pay Point 2, the WO3 must apply between 25% and 50% of the skills and competences of their Certificate IV;
- For WO Level 3 Pay Point 3, the WO3 must apply between 50% and 75% of the skills and competences of their Certificate IV; and
- For WO Level 3 Pay Point 4, the WO3 must apply between 75% and 100% of the skills and competences of their Certificate IV.

### Water Officer Level 4

A Water Officer Level 4 (WO4) Pay Point 1 means an Operational Officer (OO) Level 5 or higher who:

- (a) Has completed a Certificate IV in Water Operations (Source), Water Operations (Treatment) or Conservation and Land Management;
- (b) Has completed a Certificate III in a second discipline in either Water Operations (Source), Water Operations (Treatment) and Conservation and Land Management; and
- (c) Applies a minimum of 50% of the skills and competencies of their Certificate III in their second discipline.

A Water Officer Level 4 (WO4) Pay Point 2 means an Operational Officer (OO) Level 5 or higher who:

- (a) Has completed a Certificate IV in Water Operations (Source), Water Operations (Treatment) or Conservation and Land Management;
- (b) Has completed a Certificate III in a second discipline in either Water Operations (Source), Water Operations (Treatment) and Conservation and Land Management; and
- (c) Applies between 50% and 100% of the skills and competencies of their Certificate III in their second discipline.

A Water Officer Level 4 (WO4) Pay Point 3 means an Operational Officer (OO) Level 5 or higher who:

- (a) Has completed a Diploma or higher in Water Operations (Source), Water Operations (Treatment) or Conservation and Land Management;

- (b) Has completed at least a Certificate III in a second discipline in either Water Operations (Source), Water Operations (Treatment) and Conservation and Land Management; and
- (c) Applies between 50% and 100% of the skills and competencies of their Certificate III in their second discipline.
- (d) A Water Officer Level 4 (WO4) Pay Point 4 means an Operational Officer (OO) Level 5 or higher who:
- (e) Has completed a Diploma or higher in Water Operations (Source), Water Operations (Treatment) or Conservation and Land Management;
- (f) Has completed at least a Certificate III in a second discipline in either Water Operations (Source), Water Operations (Treatment) and Conservation and Land Management;
- (g) Has completed at least a Certificate III in a third discipline in either Water Operations (Source), Water Operations (Treatment) and Conservation and Land Management; and
- (h) Applies between 50% and 100% of the skills and competencies of their Certificate III in their second and third disciplines.

At all Pay Points, a Water Officer (WO4) must:

- (a) Meet the minimum certification requirements outlined above;
- (b) Meet the requirements of Seqwater's competency framework (assessed by the employee's manager and by passing a site based competency assessment); and
- (c) Obtain written confirmation from the employee's manager that the employee is applying the a percentage of the core skills and competencies of the third discipline relevant to the minimum certification requirements (i.e. the skills based on the subjects) on the job.

### Duties and Skills

- Undertake duties of up to Level 6 Operational Officer (OO)
- Supervise multi-skilled workers (level WO1, WO2 and WO3)
- Lead team of water officers and operational officers

### Progression between Levels

#### WO1 – WO2

Progression is based on attainment of identified certificates and competencies as well as demonstrated proficiency. Progression will be based on operational requirements. That is, the competencies and proficiencies attained and are being applied on the job.

Employees must successfully complete the performance expectations as outline in the Talent and Performance Plan and his or her behaviour is certified by Seqwater to be satisfactory in the Talent and Performance Plan.

#### Appointment to WO3 and WO4

WO3 and WO4 roles are predetermined by Seqwater. Appointment to a WO3 or WO4 role will be as a result of a merit based recruitment process to a vacant designated WO3 or WO4 role.

## SCHEDULE 6

### PAID PARENTAL LEAVE

Purpose: To prescribe the entitlement to paid parental leave including maternity, adoption, surrogacy, spousal, pre-natal, pre-adoption and pre-surrogacy leave.

#### 6.1 Eligibility

6.1.1 Eligible employees, (Seqwater employees excluding casual employees other than long term casual employees) covered by this Agreement and who meet the qualifying service period are entitled to access the paid parental leave entitlements on the conditions in this schedule.

6.1.2 Exceptions:

- The qualifying period is nullified where there is a break in service; and
- Casual employment is not recognised as contributing towards the qualifying service period except where the employment is on a casual long term basis as defined in section 67 of the Act.

6.1.3 Employees who are ineligible are those who:

- Are short term casual employees and do not accrue an entitlement to paid sick leave, or
- Are solely remunerated by fees, allowances or commission; or
- Are on unauthorised absence immediately before the start of the minimum period of maternity leave; or
- Do not have a period of unbroken employment of at least 12 months except in the case of long term casual employees.

6.1.4 Part time and long term casual employees are entitled to the provisions of this schedule on a pro rata basis.

#### 6.2 Definitions

**Child** for the purposes of adoption leave means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee.

**Child** for the purposes of maternity, paternity leave or surrogacy leave means a child of the employee or their spouse under the age of one year.

**Confinement** is the birth of a child/children, or the ending of the pregnancy in other circumstances, that occurs no earlier than 20 weeks before the expected date of birth.

**Parental leave** shall mean maternity, adoption, surrogacy or spousal leave.

**Primary caregiver** means a person who assumes the principal role of providing care and attention to a child/children.

**Qualifying service period** for the purposes of paid leave in this schedule, means at least 12 months service with Seqwater.

This service:

- Is to be unbroken; or
- May be inclusive of paid and unpaid leave\*.

\*The first three (3) months only of any unpaid leave is to be credited towards the qualifying service period. The qualifying service period need only be met once in an employee's period of continuous service.

In determining the qualifying period for a part time employee the passage of time and not the completion of equivalent hours worked as a full time employee is to be used.

#### Example 1:

6 Months	3 Months	3 Months	Entitlement
Normal working period at part time 0.5	Paid leave recognised as service	Normal working period at part time 0.5	Paid parental leave at part time 0.5

#### Example 2:

6 Months	3 Months	3 Months	Entitlement
Normal working period at part time 0.8	Unpaid leave recognised as service	Normal working period at part time 0.8	Paid parental leave at part time 0.8

#### Example 3:

18 Months	12 Months	Entitlement
Normal working period at part time 0.5	Approved unpaid leave	Paid parental leave at part time 0.5

**Spouse** of an employee includes –

- A former spouse; and
- A de facto spouse, including a spouse of the same sex as the employee.

#### 6.3 Entitlement

6.3.1 An eligible employee whose expected date of confinement has been confirmed in writing by a medical practitioner will be entitled to 14 weeks' paid maternity leave. The paid maternity leave is to be taken as the initial absence on the approved maternity leave period. This 14 week period of paid leave is inclusive of any public holidays arising within that time. The period of paid maternity leave can be extended by the employee taking the leave on a half pay basis or by taking sick leave while on paid maternity leave.

6.3.2 In cases of financial hardship or other exceptional circumstances, the employee may ask Seqwater, and Seqwater may in its discretion pay, the full maternity leave entitlement in advance.

6.3.3 The employee will be entitled to access a further period of unpaid maternity leave in accordance with the provisions of the Act. An employee shall confirm her intention of returning to work by notice in writing to Seqwater, giving not less than

four (4) weeks' notice prior to the expiration of the period of maternity leave.

#### 6.3.4 Pre natal Leave

(a) In addition to the paid maternity leave provisions above, an eligible employee who presents a medical certificate from a doctor stating that she is pregnant will have access to paid pre natal leave up to a total of either 38 hours (based on the average number of ordinary hours worked in a week) per pregnancy to attend medical appointments prior to the birth of a child/children.

(b) The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.

### 6.4 Spousal Leave

6.4.1 An eligible employee who produces a certificate from a medical practitioner which states their spouse's expected date of confinement, will be entitled to one (1) week's paid spousal leave in connection with the birth of a child/children for whom that employee has accepted responsibility. This period of paid spousal leave will be taken as the initial absence on parental leave and is inclusive of any public holidays arising within that time.

The period of paid spousal leave cannot be extended other than by the employee taking the leave on a half pay basis.

6.4.2 The period of spousal leave taken shall be the "initial" absence. The exact timing of such leave shall be at the employee's discretion.

For example:

- An employee may seek to take the spousal leave immediately after the birth; or
- An employee may prefer to continue working for the duration of the mother's stay in hospital, and take the first week the mother and child are home.

6.4.3 The employee will be entitled to access a further period of unpaid parental leave in accordance with the provisions of the Act. If an employee has accessed the further period of unpaid parental leave they shall confirm their intention of returning to work by notice in writing to Seqwater, giving not less than four (4) weeks' notice prior to the expiration of the period of spousal leave.

6.4.4 In cases of financial hardship or other exceptional circumstances, the employee may ask Seqwater, and Seqwater may in its discretion pay, the full spousal leave entitlement in advance.

#### 6.4.5 Pre natal leave

(a) In addition to the paid spousal leave provisions above, an eligible employee who presents a medical certificate from a doctor stating that their spouse is pregnant will have access to paid pre natal leave up to a total of either 38 hours (based on the average number of ordinary hours worked in a week) per pregnancy to attend medical appointments prior to the

birth of a child/children.

(b) The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.

### 6.5 Adoption Leave

6.5.1 An eligible employee who presents documentation from the Director-General of the relevant Queensland Government department administering adoptions confirming that an adoption order or interim adoption order has been made for the relevant child/children, will be entitled to 14 weeks' paid adoption leave at the time of placement or taking custody if he or she is the primary caregiver, or one (1) week's paid adoption leave if he or she is the secondary caregiver. The 14 week period or one (1) week period of paid leave is inclusive of any public holidays arising within that time. The period of paid adoption leave can be extended by the employee taking the leave on a half pay basis or by taking sick leave while on paid adoption leave.

6.5.2 In cases of financial hardship or other exceptional circumstances, the employee may ask Seqwater, and Seqwater may in its discretion pay, the full adoption leave entitlement in advance.

6.5.3 Applications for adoption leave will be in accordance with the Act.

6.5.4 If the employee is the primary care giver, that employee will be entitled to access a further period of unpaid parental leave in accordance with the provisions of the Act. If an employee has accessed the further period of unpaid parental leave they shall confirm their intention of returning to work by notice in writing to Seqwater, giving not less than four (4) weeks prior to the expiration of the period of adoption leave.

#### 6.5.5 Pre-adoption leave

(a) In addition to the adoption leave provisions above, an employee who will be the primary caregiver and who presents a letter from the Director-General of the relevant Queensland Government department administering adoptions, confirming the employee's status as a prospective adopter, will have access to paid leave up to a total of 38 hours (based on the average number of ordinary hours worked in a week) per adoption to attend related interviews prior to the adoption of a child/children.

(b) An employee who will be the secondary caregiver at the time of placement and who presents a letter from the Director-General of the relevant Queensland Government department administering adoptions confirming that the employee is a prospective adopter, will have access to paid leave up to a total of 7.6 hours (based on the average number of ordinary hours worked in a day) per adoption to attend related interviews prior to the adoption of a child/children.

(c) A written application shall be submitted for every absence for which pre-adoption leave is sought. Applications shall be supported by evidence to the satisfaction of Seqwater.

(d) The work unit should be flexible enough to allow such



employees the ability to leave work and return on the same day.

- (e) An employee cannot be deemed to be both the primary and secondary caregiver and therefore cannot access both entitlements to pre-adoption leave (i.e. 1 week and 1 day).

### 6.6 Surrogacy Leave

- 6.6.1 An eligible employee who presents a statutory declaration that the employee is an intended parent under a surrogacy arrangement will be entitled to 14 weeks' paid surrogacy leave when a child born as a result of a surrogacy arrangement is expected to start residing with the employee if he or she is the primary caregiver, or one (1) week's paid surrogacy leave if he or she is the secondary caregiver. The 14 week period or one (1) week period of paid leave is inclusive of any public holidays arising within that time. The period of paid surrogacy leave can be extended by the employee taking the leave on a half pay basis or by taking sick leave while on paid surrogacy leave.
- 6.6.2 In cases of financial hardship or other exceptional circumstances, the employee may ask Seqwater, and Seqwater may in its discretion pay, the full surrogacy leave entitlement in advance.
- 6.6.3 Applications for surrogacy leave will be in accordance with the Act.
- 6.6.4 If the employee is the primary caregiver, that employee will be entitled to access a further period of unpaid parental leave in accordance with the provisions of the Act. If an employee has accessed the further period of unpaid parental leave they shall confirm their intention of returning to work by notice in writing to Seqwater, giving not less than four (4) weeks prior to the expiration of the period of surrogacy leave.
- 6.6.5 Pre-surrogacy leave
  - (a) In addition to the surrogacy leave provisions above, an employee who will be the primary caregiver and who presents a statutory declaration that the employee is an intended parent under a surrogacy arrangement, will have access to paid leave up to a total of 38 hours (based on the average number of ordinary hours worked in a week) per surrogacy to attend related interviews and court hearings prior to the surrogacy of a child/children.
  - (b) An employee who will be the secondary caregiver at the time of placement and who presents a statutory declaration that the employee is an intended parent under a surrogacy arrangement, will have access to paid leave up to a total of 7.6 hours (based on the average number of ordinary hours worked in a day) per surrogacy to attend related interviews and court hearings prior to the surrogacy of a child/children.
  - (c) A written application shall be submitted for every absence for which pre-surrogacy leave is sought. Applications shall be supported by evidence to the satisfaction of Seqwater.
  - (d) The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.

- (e) An employee cannot be deemed to be both the primary and secondary caregiver and therefore cannot access both entitlements to pre-surrogacy leave (i.e. 1 week and 1 day).

### 6.7 Conversion to an Hourly Basis

- 6.7.1 Leave prescribed in this schedule may be converted to an hourly basis for the purpose of accrual, granting and recording of leave on the following basis.
- 6.7.2 If an employee's leave entitlement is expressed in weeks or days, it may be read as if it were expressed in hours using the following formula:

(a)  $LE=W \times WH$

Where:

**LE** (leave entitlement) means the amount of leave entitlement expressed in working hours to which the employee is entitled.

**W** (weeks) means the entitlement accrued in calendar weeks under this directive

**WH** (weekly hours) means the employee's weekly hours of work or the average number of hours per working week of an employee during a pay period or the period that is reasonable under the circumstances.

(b)  $LE=D \times DH$

Where:

**LE** (leave entitlement) means the amount of leave entitlement expressed in working hours to which the employee is entitled.

**D** (days) means the entitlement accrued in calendar days under this directive.

**DH** (daily hours) means the employee's daily hours or the average number of hours per working day of an employee during a pay period or other period that is reasonable under the circumstances.

Where an employee's existing entitlement is expressed in weeks, the conversion from weeks to hours is determined by applying the formula.

### 6.8 Pro Rata Payment for Part Time Employees and Long Term Casual Employees

- 6.8.1 A part time or long term casual employee's entitlement to 14 weeks' paid maternity, adoption or surrogacy leave is to be calculated as follows:

Number of hours x working days of entitlement

$$\text{number of hours} = \frac{\text{total ordinary hours worked over the last 12 months} \times 70 \text{ days}}{\text{total ordinary hours of a full time employee over previous 12 months}}$$

- 6.8.2 A part time or long term casual employee's entitlement to one (1) week's paid spousal or pre natal leave is to be calculated as follows:

Number of hours x working days of entitlement

$$\text{Where number of hours} = \frac{\text{total ordinary hours worked over the last 12 months} \times 5 \text{ days}}{\text{total ordinary hours of a full time employee over previous 12 months}}$$

6.8.3 A part time or long term casual employee's entitlement to one (1) day's pre natal leave is to be calculated as follows:

$$\frac{\text{total ordinary hours worked over the last 12 months}}{\text{total ordinary hours of a full time employee over previous 12 months}}$$

6.8.4 Notwithstanding the above formulae, any approved absence from work cannot be taken into account to disadvantage an employee when determining their paid parental leave payment.

### Example 1:

6 Months	3 Months	3 Months	Entitlement
Normal working period at part time 0.5	Paid leave recognised as service	Normal working period at part time 0.5	Paid parental leave at part time 0.5

### Example 2:

6 Months	3 Months	3 Months	Entitlement
Normal working period at part time 0.8	Unpaid leave recognised as service	Normal working period at part time 0.8	Paid parental leave at part time 0.8

### Example 3:

18 Months	12 Months	Entitlement
Normal working period at part time 0.5	Approved unpaid leave	Paid parental leave at part time 0.5

## 6.9 General Conditions

### 6.9.1 Notice

Notice periods for parental leave are contained in legislation and/ or industrial instruments (e.g. Division 5, Subdivision B of the Act).

### 6.9.2 Parental leave and access to other leave

Except where specifically provided under this schedule, the provisions of the relevant industrial instrument shall apply.

#### (a) Annual leave and long service leave

(i) Where there is an entitlement, employees may use annual and long service leave during the period of unpaid parental leave in accordance with the Agreement.

(ii) An entitlement to paid sick leave may be established during periods of recreation leave and long service leave in

accordance with the Agreement.

### (b) Sick leave

(i) Paid sick leave is available to an employee on paid parental leave. Sick leave may be granted instead of paid parental leave already approved where:

- An employee submits a written application for sick leave, supported by a medical certificate or other evidence of the illness acceptable to Seqwater; and
- The period of illness is more than three (3) working days.

(ii) Paid sick leave is not available to an employee on unpaid parental leave.

6.9.3 An employee can only be on one form of approved leave at any one time.

## 6.10 Access to Subsequent Period of Parental Leave

6.10.1 An employee:

- Who becomes pregnant while on parental leave;
- Whose spouse becomes pregnant while that employee is on parental leave;
- Who is to adopt a child/children while on parental leave; or
- Who is an intended parent under a surrogacy arrangement while on parental leave

is eligible, without resuming duty, for a subsequent period of parental leave in accordance with the provisions of this schedule.

## 6.11 Less Than the Standard Parental Leave Taken

Where less than the standard parental leave is taken the unused portion of the period of paid leave cannot be banked or preserved in any way.

## 6.12 Special Maternity Leave

6.12.1 Where a pregnancy terminates in other than the birth of a living child and the employee has already given notification of intention to proceed on maternity leave, the employee shall notify Seqwater of the changed circumstances as soon as practicable.

6.12.2 Where, after the first 20 weeks, a pregnancy terminates in other than the birth of a living child or where the child dies during the period of paid maternity leave, the employee shall continue to be entitled to 14 weeks' paid leave.

## 6.13 Recognition of Service

6.13.1 Continuity of Service: Continuity of employment is not broken by authorised leave, paid or unpaid. However, absences on unpaid leave do not count as service except as provided under the applicable industrial instrument.

6.13.2 Paid Leave Counted as Service: Periods of paid leave during parental leave count as service for all purposes.

### 6.14 Extension of Paid Parental Leave on a Half Pay Basis

- 6.14.1 An employee may request and Seqwater may agree to extend the amount of paid maternity, adoption, surrogacy or spousal leave for which the employee qualifies by the employee taking the leave on half pay, i.e.
- 14 weeks' paid maternity, adoption and surrogacy leave may be extended to 28 weeks at half pay; or
  - One (1) week paid spousal leave may be extended to two (2) weeks at half pay.
- 6.14.2 An employee cannot take pre natal, preadoption or pre-surrogacy leave on half pay.
- 6.14.3 The employee may choose to combine a period of full and half pay but this option should be made before the commencement of the parental leave. Seqwater would not be expected to agree to any change in leave payments once leave has commenced unless the employee offers a substantial reason for the change.
- 6.14.4 The minimum period of parental leave on half pay is two (2) calendar weeks (irrespective of the rate of pay for the period). The leave may be taken in conjunction with long service leave and annual leave, including at half pay in accordance with the Agreement.
- 6.14.5 Granting of the parental leave on a half pay basis is subject to Seqwater's discretion.
- 6.14.6 Leave Accrual: The period of the leave will be recognised as normal full time or part time service applying to the employee at the time of taking the leave, i.e. increments and accrual of sick leave, annual leave and long service leave will remain at the normal entitlement for the period of half pay parental leave for employees working full time and at the relevant proportional rate for employees working part time.
- 6.14.7 Leave Debit: Periods of half pay parental leave will be debited on a full time equivalent basis, e.g. half pay maternity, adoption or surrogacy leave for a period of 28 weeks will attract a debit of 14 weeks from full pay credits; half pay spousal leave for a period of two (2) weeks will attract a debit of one (1) week from full pay credits.
- 6.14.8 Public holidays falling within a period of parental leave taken at half pay: Public holidays falling within periods of half pay are paid for at the half pay rate. Where a public holiday falls either at the beginning or at the end of a period of half paid leave, and is immediately preceded/ followed by a period of unpaid leave, the public holiday shall be paid at the half pay rate.

### 6.15 Promotion

- 6.15.1 An employee on paid or unpaid parental leave continues to maintain their rights to promotion as if they were on duty. An employee can apply for and succeed in being promoted and transferred as well as lodging appeals and grievances.

- 6.15.2 An employee cannot be denied promotion because they are unavailable to take up duty before the completion of the paid or unpaid parental leave.

### 6.16 Professional Development

An employee on parental leave may be offered opportunities for professional development to keep their skills current. The employee's participation in this training or development is voluntary.

### 6.17 Higher Duties Allowance While on Paid Parental Leave

An employee on parental leave who, before taking the leave had been directed to assume higher duties and responsibilities for the immediately preceding 12 months, is to continue to receive the higher duties amount while on paid parental leave. Such employees taking half pay leave options are not to be disadvantaged by this provision.

### 6.18 Recall to Duty

- 6.18.1 Subject to agreement between the employee and Seqwater, the employee may be temporarily recalled to duty. This recall does not break or extend the period of parental leave. Instead the employee may be paid as a casual under a mutually exclusive second (casual) contract.
- 6.18.2 An employee on unpaid parental leave continues to receive entitlements associated with this leave as well as entitlements due when working as a casual employee whilst on unpaid parental leave. These two contracts of employment are mutually exclusive and the entitlements accrued under the second (casual) contract cannot be transferred to the first contract of employment. This clause is not intended to encourage employees to undertake casual employment whilst on parental leave, however makes provision should the situation arise.
- 6.18.3 A recall to duty while on paid or unpaid leave is voluntary on the part of the employee. An employee who declines the offer of a recall to duty under these circumstances is not to be discriminated against as a result of that decision.

### 6.19 Access to Flexible Work Practices

Employees can apply for flexible working arrangements in accordance with the Act.

## SCHEDULE 7 REDUNDANCY

### 7.1 Objectives

The objectives of this schedule are to:

- Support the application of Clause 3.5 of this Agreement;
- Maintain employees whose positions have become redundant in continued employment within Seqwater;
- Retrain such employees where necessary;
- Pay monetary compensation to such employees who are unable to be redeployed and whose employment is terminated; and
- Assist employees to find employment outside the service of Seqwater.

### 7.2 Definitions

- (a) Business includes trade, process, business or occupation and includes part of any such business.
- (b) Redundancy occurs where Seqwater has made a definite decision that Seqwater no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- (c) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (d) Redeployment is a process of transferring employees to alternative positions within Seqwater where their existing position has been declared redundant.
- (e) Retraining includes an analysis of an employee's current skills, knowledge and abilities for the purpose of developing an individual training plan to facilitate the employee's redeployment.
- (f) Involuntary Retrenchment means the termination (at the initiative of management) of employment of staff who are in redundant positions, and who are unable to be redeployed.
- (g) Ordinary Rate of Pay for redundancy payments shall mean the current rate including all wage increases (excluding shift loadings, weekend penalty payments and overtime).
- (h) Actual Rate of Pay is the ordinary rate of pay as at the date of redeployment.

### 7.3 Redundancy Principles

- (a) Where positions become redundant, all efforts will be made to maintain the employment of affected employees. This will be achieved through redeployment and retraining in accordance with this clause.
- (b) Where redeployment or retraining is not practical, voluntary redundancy will be offered. Where voluntary redundancy is offered, Seqwater will have regard to its operational requirements to maintain an appropriate mix of skills and competencies.

- (c) Where Seqwater has made a definite decision that the position is no longer required, and that this is not a result of ordinary and customary turnover of labour, Seqwater will consult in line with Clause 2.4 of this Agreement.

### 7.4 Notice Period

- (a) Notice of redundant position means the formal advice to the employees that their position is to become redundant. Any employees whose positions are to be made redundant and their nominated representative shall receive 28 days formal notification of impending redundancy.
- (b) Where an employee has accepted a voluntary redundancy a 13 week notice period will apply. This period may be waived by Seqwater and the employee where Clause 7.5 (d) applies.

### 7.5 Redundancy Payment

Compensation by way of redundancy payment is compensation for loss of employment due to position being made redundant and it is not a resignation benefit.

Upon termination for redundancy, eligible employees will receive redundancy pay of:

- (a) An ex-gratia redundancy payment at a rate appropriate to the completed years of service. This redundancy payment is to consist of two (2) weeks' pay per year of service as well as a proportionate amount for an incomplete year of service. The employee must receive as a minimum an amount equal to the employee's salary for four (4) weeks, the maximum is 52 weeks.
- (b) A further amount of accrued long service leave at the rate of 1.3 weeks for each year of service after one (1) year's service.
- (c) Part time employees who shall be entitled to a redundancy benefit. The benefit provides for two (2) weeks' full time pay per year of service and a proportionate amount for an incomplete year of recognised service (minimum four (4) weeks, maximum 52 weeks). The benefit is calculated on total full time equivalent years of service.
- (d) At the discretion of Seqwater, the employee may be entitled to receive an early separation incentive payment (ESIP) which is designed to enable employees to elect to leave the service of Seqwater, thereby waiving their entitlement to 13 weeks' notice. The payment of ESIP is subject to:
  - (i) Employees who express an interest in participating in the ESIP scheme will be required to submit an application within twenty eight (28) calendar days of Seqwater's notice of redundant position;
  - (ii) Applications may be rejected by Seqwater if acceptance would be detrimental to Seqwater's operations;
  - (iii) Seqwater may at its discretion terminate employment before the expiration of the notice period by making payment in lieu of the required notice;
  - (iv) The ESIP consists of 10 weeks' incentive payment provided the offer of ESIP is accepted within two (2) weeks (13 days) of being made. The ESIP payment

will be in addition to all other payments that comprise a redundancy package under the terms of this Agreement. This incentive payment will be calculated at the ordinary rate of pay;

- (v) Part time employees who are offered ESIP shall be entitled to a portion of the incentive payment, which will be adjusted to reflect the proportion of full time hours worked by the employee. For example, if 0.5 is the proportion of full time hours worked by an employee for the position, the incentive payment applicable would be 10 weeks' salary calculated at the employee's usual part time rate (i.e. in this example 0.5). To be eligible for an ESIP, an employee must have completed at least one (1) year of service; and
- (vi) The incentive payment includes payment in lieu of notice.

### 7.6 Other Benefits

- (a) Each employee whose position has been declared redundant will be given a statement showing the calculation of an estimate of the redundancy payment at least 28 days to allow them to consider voluntary redundancy.
- (b) Seqwater may offer financial planning, outplacement services, employee assistance services or agreed training providers to employees considering voluntary redundancy.
- (c) An employee who has accepted voluntary redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with Seqwater.

### 7.7 Exceptions

This schedule shall not apply in any of the following circumstances:

- (a) Where an employee terminates employment before the expiration of the period of notice without prior approval of Seqwater, which approval shall not be unreasonably withheld;
- (b) Where an employee suffers a permanent injury or illness which renders that employee otherwise incapable of continuing in employment;
- (c) Where an employee's services are terminated by reason of neglect of duty or misconduct;
- (d) Where an employee has not been engaged for a continuous period of at least 12 months;
- (e) Where an employee is employed for a specified period of time, for a specified task, or for the duration of a specified season;
- (f) Where an employee has been employed as a casual employee; or
- (g) As prescribed by the Act and *Fair Work Regulations 2009* (Cth).

### 7.8 Retraining

Seqwater is committed to investing in retraining employees in the event their role is made redundant. In these instances Seqwater and the employee will work together to identify suitable areas in which the employee can be retrained and redeployed. Seqwater and the employee will work together to create a development plan. Retraining must be agreed by both the employee and Seqwater. An employee must not unreasonably refuse retraining where appropriate assessments have identified the employee has the capacity to undertake such training.

### 7.9 Redeployment

- (a) All efforts will be made to find suitable alternative employment for employees whose positions are to be declared redundant.
- (b) Employees identified as redundant will be given preference of employment in any vacant or new positions within Seqwater provided they have the necessary qualifications, skills and experience for appointment to these positions.
- (c) Should alternative employment be available at a lower classification, the employee will be offered the role at the highest pay point of the lower classification.
- (d) An employee who has been offered redeployment cannot unreasonably refuse if they have the skills and knowledge and the position has been deemed suitable.

### 7.10 Voluntary Redundancy

Seqwater may invite applications from employees for voluntary redundancies. Persons whose applications for voluntary redundancy are accepted by Seqwater shall be entitled to receive all eligible redundancy benefits at the point of termination. Persons whose applications for voluntary redundancy have been accepted may be eligible to apply for Early Separation Incentive Payment (ESIP) as outlined in Clause 7.5. Payment of the ESIP is at Seqwater's discretion.

### 7.11 Redundancy Disputes

- (a) Where a redundancy dispute arises, and if it has not already done so, Seqwater must provide affected employees or relevant union representatives with the reasons for, number of and categories of redundancies and the period of time in which such redundancies will be effective.
- (b) For transitional staff who were employed by the former South East Queensland Water Board as at 31 December 2000, and such staff had previous continuous service in the public sector, such service in the public sector shall be recognised in calculating the years of service, provided that the staff member did not receive a redundancy or other severance payment from a previous public sector Seqwater. "Continuous Service" is deemed to be broken where there is a gap of three (3) months or more between the period of employment in the public sector and the former South East Queensland Water Board. For a new staff member who commenced employment with the former South East Queensland Water Board after 31 December 2000, any previous service in the public sector shall not be recognised for the purposes of calculating this redundancy/severance benefit.

## SCHEDULE 8 APPRENTICES AND TRAINEES

### 8.1 Definitions

In this schedule:

**Adult apprentice** means an apprentice who is 18 years of age or over at the commencement of their apprenticeship with Seqwater.

**Apprentice** means an employee undertaking an apprenticeship under a training contract.

Apprenticeship means employment-based training declared to be an apprenticeship under the *Further Education and Training Act 2014* (Qld).

**Australian Qualifications Framework** (AQF) means the national framework for qualifications in post-compulsory education and training.

**Excess reasonable travel costs** mean the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those normally incurred by the employee in travelling to and from work. Excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

**Trainee** means an employee undertaking a traineeship under a training contract.

**Traineeship** means a system of training that:

- (a) Has been approved by the relevant state training authority; and
- (b) Meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
- (c) Leads to an AQF certificate level II or III qualification.

For the sake of clarity, traineeship does not include an apprenticeship, qualifications not identified in training packages, or qualifications in training packages that are not identified by Seqwater as appropriate for a traineeship.

**Training contract** means an agreement for an apprenticeship or a traineeship made between Seqwater and an employee that is registered by the relevant state training authority.

**Training package** means the units of competency, qualifications framework and assessment guidelines developed by the relevant Skills Service Organisation to meet the training needs of industry.

### 8.2 Application of this Agreement and this Schedule

- 8.2.1 This Agreement applies to apprentices and trainees.
- 8.2.2 This Schedule applies only to apprentices and trainees.

### 8.3 Engagement of apprentices or trainees

- 8.3.1 Apprentices and trainees shall be engaged directly by Seqwater on a training contract. Training contracts are permanent for the duration of their apprenticeship/ traineeship.

- 8.3.2 Apprentices and trainees may be engaged part time, and such engagement will be on the same basis as is described in Clause 3.8 of this Agreement.

- 8.3.3 Subject to Clause 8.3.4 of this Schedule, completion of an apprenticeship or traineeship at Seqwater shall not provide any guarantee of continued ongoing employment. Continued employment after completion of the apprenticeship or traineeship shall be at Seqwater's absolute discretion. Where Seqwater continues employment after the completion of the traineeship or apprenticeship, the employee's continuous service with Seqwater will include the period of employment in the traineeship/apprenticeship.

- 8.3.4 Trainees who were engaged by Seqwater under this Agreement as permanent employees immediately prior to the commencement of their traineeship, will be employed by Seqwater following completion of their traineeship on a classification that is at least equivalent to the classification they held prior to the commencement of their traineeship.

### 8.4 Salaries – general

- 8.4.1 The salaries payable to apprentices and trainees in Clauses 8.5 and 8.6 are subject to this Clause 8.4.

- 8.4.2 The salaries in Clauses 8.5 and 8.6 are based on an apprentice or trainee progressing adequately towards the achievement of their competencies and meeting the associated minimum training requirements. Seqwater and the Supervising Registered Training Organisation (SRTO) will be conducting an ongoing assessment of the employee in this regard.

- 8.4.3 Where Seqwater considers that a competency will not be achieved within the period referred to in the table below, Seqwater shall notify the SRTO before the completion of that period. In this situation the apprentice or trainee shall not progress automatically to the next wage level through the elapsing of time or on the completion of a proportion of the nominal duration. Progression thereafter shall be on the achievement of competencies as managed under the processes of the *Further Education and Training Act 2014* (Qld). This clause shall not result in apprentices or trainees being denied progression to the next wage level in circumstances where they have not achieved a competency due to an act or omission by Seqwater.

- 8.4.4 If a trainee or an adult apprentice was employed by Seqwater under this Agreement immediately prior to commencing their traineeship or apprenticeship, they must not suffer a reduction in their salary by virtue of entering into that traineeship or apprenticeship. For the purpose only of determining the trainee's or adult apprentice's salary, the trainee or adult apprentice must be paid the salary that applied to their classification and pay point in which they were engaged immediately prior to the commencement of their traineeship or apprenticeship.

### 8.5 Salaries for apprentices

- 8.5.1 The salary payable to full time apprentices, other than adult apprentices, during each year of this Agreement will be:

Year	% T02	Salary 01.07.19	Salary 01.07.20	Salary 01.07.21	Salary 01.01.22	Salary 01.07.22
1	55%	\$36,278.65	\$36,278.65	\$37,294.45	\$38,338.69	\$39,412.17
2	65%	\$42,874.77	\$42,874.77	\$44,075.26	\$45,309.37	\$46,578.03
3	75%	\$49,470.89	\$49,470.89	\$50,856.07	\$52,280.04	\$53,743.88
4	90%	\$59,365.07	\$59,365.07	\$61,027.29	\$62,736.05	\$64,492.66
5	100%	\$65,961.19	\$65,961.19	\$67,808.10	\$69,706.73	\$71,658.52

8.5.2 The salary payable to full time adult apprentices during each year of this Agreement will be:

Year	% T02	Salary 01.07.19	Salary 01.07.20	Salary 01.07.21	Salary 01.01.22	Salary 01.07.22
1	80%	\$52,768.95	\$52,768.95	\$54,246.48	\$55,765.38	\$57,326.81
2	86%	\$56,726.62	\$56,726.62	\$58,314.97	\$59,947.79	\$61,626.33
3	88%	\$58,045.85	\$58,045.85	\$59,671.13	\$61,341.92	\$63,059.49
4	92%	\$60,684.29	\$60,684.29	\$62,383.45	\$64,130.19	\$65,925.84
5	100%	\$65,961.19	\$65,961.19	\$67,808.10	\$69,706.73	\$71,658.52

## 8.6 Salaries for Trainees

8.6.1 The salary payable during each year of this Agreement to full time trainees whose traineeship, once completed, would qualify them for a position that would be classified in the Operations Stream will be:

Year	Basis	Salary 01.07.19	Salary 01.07.20	Salary 01.07.21	Salary 01.01.22	Salary 01.07.22
Trainee Level 1.1 (Commencement)	70% 001.1	\$38,775.37	\$38,775.37	\$39,861.08	\$40,977.19	\$42,124.55
Trainee Level 1.2 (6 months into traineeship)	85% 001.1	\$47,084.37	\$47,084.37	\$48,402.74	\$49,758.02	\$51,151.24
Trainee Level 2.1 (12 months into traineeship)	001.1	\$55,393.38	\$55,393.38	\$56,944.39	\$58,538.83	\$60,177.92
Trainee Level 2.2 (18 months into traineeship)	001.2	\$56,851.44	\$56,851.44	\$58,443.28	\$60,079.69	\$61,761.92

8.6.2 The salary payable during each year of this Agreement to full time trainees whose traineeship would, once completed, qualify them for a position that would be classified in the Administration Stream will be:

Year	Basis	Salary 01.07.19	Salary 01.07.20	Salary 01.07.21	Salary 01.01.22	Salary 01.07.22
Trainee Level 1.1 (Commencement)	70% 001.1	\$38,775.37	\$38,775.37	\$39,861.08	\$40,977.19	\$42,124.55
Trainee Level 1.2 (6 months into traineeship)	85% 001.1	\$47,084.37	\$47,084.37	\$48,402.74	\$49,758.02	\$51,151.24
Trainee Level 2.1 (12 months into traineeship)	001.1	\$55,393.38	\$55,393.38	\$56,944.39	\$58,538.83	\$60,177.92
Trainee Level 2.2 (18 months into traineeship)	001.2	\$56,851.44	\$56,851.44	\$58,443.28	\$60,079.69	\$61,761.92

## 8.7 Training

- 8.7.1 Seqwater acknowledges that training contracts will require it to provide trainees and apprentices with appropriate supervision to support their achievement of on and off the job training outcomes. Trainees and apprentices acknowledge that they will have to fulfil their obligations under the training contract, which will include progressing through a training plan developed in conjunction with the SRTO.
- 8.7.2 Seqwater agrees that, where:
- (a) an apprentice or trainee is required to attend block release training for training identified in or associated with their training contract; and
  - (b) such training requires an overnight stay,
- Seqwater agrees to pay for reasonable accommodation costs. Seqwater also agrees that, where the block release training is conducted at a location which is more than 50km from the apprentice's or trainee's usual work location, it will reimburse reasonable travel costs of attendance, including public transport or fuel costs. This clause will not apply where the apprentice or trainee could have attended block release training at a location less than 50km from the apprentice's or trainee's work location.
- 8.7.3 The amount payable by Seqwater under Clause 8.7.1 may be reduced by an amount the apprentice or trainee is eligible to receive for travel costs to attend block release training under a Government assistance scheme. This will only apply if the apprentice or trainee has either received such assistance or Seqwater has advised them in writing of the availability of such assistance.
- 8.7.4 Seqwater will reimburse apprentices and trainees for all training fees charged by an SRTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in Seqwater's technical library) for their apprenticeship or traineeship. Reimbursement for those fees and costs will occur only after they have been paid by the apprentice or trainee and after the apprentice or trainee has provided such reasonable evidence to Seqwater of that payment. Seqwater is not required to reimburse those fees and costs if the apprentice or trainee is not progressing satisfactorily in their apprenticeship/ traineeship. Seqwater may discharge this obligation by paying any fees directly to the SRTO or by paying for the textbooks directly.
- 8.7.5 No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.
- 8.7.6 Apprentices and trainees are entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, their training contract.
- 8.7.7 Time spent by an apprentice or trainee in attending any training and/or assessments specified in, or associated with, the training contract is to be regarded as time worked for Seqwater for the purposes of calculating their wages and determining their employment conditions.





# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Queensland Bulk Water Supply Authority T/A Seqwater**  
(AG2020/3564)

## SEQWATER ENTERPRISE AGREEMENT 2019 - 2023

Water, sewerage and drainage services

DEPUTY PRESIDENT ASBURY

BRISBANE, 24 DECEMBER 2020

*Application for approval of the Seqwater Enterprise Agreement 2019 - 2023.*

[1] Queensland Bulk Water Supply Authority T/A Seqwater (the Applicant) applies to the Fair Work Commission (the Commission) for approval of an enterprise agreement known as the *Seqwater Enterprise Agreement 2019 - 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The agreement is single enterprise agreement.

[2] Undertakings were provided by the Applicant in response to concerns the Commission held in relation to the operation of certain clauses and whether the Agreement passes the better off overall test. A copy of the Undertakings is attached as Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person or organisation the Commission knows is a bargaining representative for the Agreement has been sought in relation to the Undertakings. Pursuant to subsection 190(3) of the Act, I accept the Undertakings. In accordance with s.201(3) of the Act, a copy of the undertakings will be attached to the Agreement and forms part of the Agreement.

[4] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 3.3.2(a) – notice of termination by employee;
- Clause 7.2.1(f) – sick leave;
- Clause 7.2.2(a) – carer’s leave;
- Clause 7.2.2(d) – carer’s leave;
- Clause 7.3 – bereavement leave;
- Clause 7.9 – public holidays;

- Clause 7.5 of Schedule 7 – redundancy payment; and
- Clause 7.7(a) of Schedule 7 - Exceptions.

[5] I note that the Applicant has given an undertaking that the Agreement will be read and interpreted in conjunction with the NES and that where there is an inconsistency between a provision of the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. On this basis, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Form F17 Employer’s statutory declaration states that the employees were not provided with a copy of the notice of employee representational rights (NERR) within 14 days of the notification time for the Agreement. Having regard to the decision of the Full Bench in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*, I am satisfied that this constitutes a minor procedural or technical error for the purposes of s188(2)(a). Further, I am satisfied that the employees covered by the agreement were not likely to have been disadvantaged by the error, on the basis that the approval of the Agreement is supported by a number of employee organisations which were bargaining representatives for the Agreement. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of s 188(2) of the Act.

[7] The Australian Municipal, Administrative, Clerical and Services Union (the ASU), the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (the CEPU), the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (the AMWU), the Australian Workers’ Union (the AWU), the Construction, Forestry, Maritime, Mining and Energy Union (the CFMMEU), and The Association of Professional Engineers, Scientists and Managers, Australia have each given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, and based on the declarations provided, I note that the Agreement covers these organisations.

[8] Clause 1.7.1 of the Agreement states the Agreement will operate from the date the Agreement is approved. This is inconsistent with s.54 of the Act which states that an enterprise agreement approved by the Commission operates from 7 days after the agreement is approved, or if a later day is specified in the agreement, that later day. Accordingly, the Agreement will operate 7 days from the date of this decision.

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

[10] The Agreement is approved in accordance with s.54 of the Act and will operate from 31 December 2020. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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Annexure A.



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**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2020/3564 – Application by Queensland Bulk Water Supply Authority T/A Seqwater

**Applicant:**

Queensland Bulk Water Supply Authority T/A Seqwater (ABN 75 450 239 876)

Section 185 – Application for approval of a single enterprise agreement

**Undertakings pursuant to section 190 of the *Fair Work Act 2009* (Cth)**

I, **Neil Brennan, Chief Executive Officer** of Queensland Bulk Water Supply Authority T/A Seqwater (Seqwater), give the following undertakings with respect to the *Seqwater Enterprise Agreement 2019 - 2023* (Agreement) in accordance with section 190 of the *Fair Work Act 2009* (Cth) (FW Act):

1. I have the authority given to me by Seqwater to provide these undertakings in relation to the application before the Fair Work Commission.
2. In accordance with section 54 of the FW Act, the Agreement will come into operation seven days after the date of approval by the Fair Work Commission.
3. A shiftworker is, for the purposes of the NES, defined under the Agreement as an employee who performs either Shift Work or Continuous Shift Work.
4. The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between a provision of this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

This undertaking has been provided in response to the concerns raised by the Fair Work Commission about whether the following clauses comply with the NES:


- (a) clause 3.3.2(a);
- (b) clause 7.2.1(f);
- (c) clause 7.2.2(a);
- (d) clause 7.2.2(d);
- (e) clause 7.3;
- (f) clause 7.9;



(g) clause 7.5 of Schedule 7; and

(h) clause 7.7(a) of Schedule 7.

5. Administration Stream employees will be remunerated at the AO1.2 classification level or above.
6. These undertakings are provided on the basis of concerns raised by the Fair Work Commission in the application before the Fair Work Commission.

  
\_\_\_\_\_  
Signature

18-12-2020  
\_\_\_\_\_  
Date