**Memorandum of Understanding**

This Memorandum of Understanding is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Purpose of the secondment

The Water Industry Operators Association of Australia (WIOA) in partnership with the Water Services Association of Australia (WSAA), are collaborating with a new initiative being the first Australian Water Industry Operator Placement Program.

The aim of the Operator Placement Program is to provide selected operators with an opportunity for development outside of their direct employment. This is to be achieved by spending time at another organisation’s water treatment plant, or wastewater treatment plant, or field services depot.

The participating operator can share experiences with processes, monitoring, technologies, equipment used and then take those learnings back to their organization for consideration and discussion.

2. Terms of secondment

1. It is intended that the secondment will be for a short period of 1 to 2 weeks for the

purpose of providing shared learnings.

1. The term of the secondment can be brought to an end by either party with 2 days’

notice.

1. The participant remains an employee of their organisation throughout the secondment. No employment relationship will exist between the participant and the host organisation.

3. Remuneration and associated costs

1. The participants employer will remain responsible at all times for the payment of the participant’s salary, tax, any allowance(s), and employer superannuation contributions.
2. The participant’s employer is responsible for making travel and accommodation arrangements for their participants.

4. Leave entitlements and notification

1. During the secondment period the participant will be eligible to utilise accrued sick

leave entitlements where applicable.

1. The participants’ leave entitlements will continue to accrue with their employer.

5. Health and Safety

1. The participant will be required to comply with all health and safety regulatory

requirements of host’s health and safety management system.

1. Appropriate site inductions and task training, including COVIDSafe procedures and

practices.

1. The participant will be required to comply with hosts fitness for work requirements,

including alcohol and other drugs programs.

6. Allegations of misconduct

1. The host will notify the participant’s organisation and the Water Industry Operators Association of Australia, of any allegation of breach of conduct or professional standards by the participant. The parties will cooperate in relation to the handling of any investigation.

7. Confidentiality

1. The participant will not discuss, disclose, or use any confidential information

(including protected information), processes, materials, documents, or costs,

related to any aspect of the business of the host or the home employer without the

express agreement of the relevant organisation.

8. Participant Responsibilities

1. The participant will be responsible for:

* performing the duties requested of them within the scope of their skill and competence; and

1. taking appropriate steps to ensure their own safety and to avoid harm to others, including raising any health and safety issues in the workplace to the host employer’s attention;

* perform duties to the best of their ability;
* conduct themselves in an appropriate and professional manner;
* complying with all reasonable and lawful directions of their host Supervisor;
* complying with all relevant host policies, procedures, and practices
* immediately declaring any potential or actual conflicts in accordance with the host employer’s policies, protocols, procedures, or standards of conduct.

9. Host Responsibilities

1. will be responsible for:

* the general induction of the participant into the organisation’s business and providing the participant with the resources they need to perform the tasks required;
* agreeing with the participant clear performance expectations and processes for performance feedback to the participant;
* discussing any concerns or difficulties related to the secondment with the participant as soon as they arise;
* providing and maintaining a safe working environment that meets the requirements of workplace health and safety policies and laws;
* reimbursing agreed expenses promptly on receipt of invoices; and
* maintaining sufficient insurance with a public liability insurer during the term of the

secondment to cover the liability for any claims arising under statute or common law (or any associated costs) in respect of economic loss, damage to property, personal injury or death suffered by any person other than the Worker as a result of the Worker’s act or omission in the course of performing the Duties or outside the Duties but at the direction of Host.

10. Participants Employer Responsibilities

1. will be responsible for:

* Payment of the participant’s salary, associated entitlements, travel and accommodation costs and workers’ compensation;

12. Signatories

12.1. I have read and understood the agreement and accept the terms and conditions as stated.

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| Water Industry Operators Association of Australia (WIOA) | Host Employer | Participants Employer |
| Name: Dean Barnett  Signature  Title: Chief Executive Officer  Date: | Name:  Signature  Title:  Date: | Name:  Signature  Title:  Date: |