DECISION

Fair Work Act 2009
s.185—Approval of enterprise agreement

Hunter Water Corporation
(AG2009/19393)

HUNTER WATER CORPORATION EMPLOYEES' ENTERPRISE AGREEMENT 2009

Water, sewerage and drainage services

COMMISSIONER ROBERTS

SYDNEY, 12 JANUARY 2010


[1] An application has been made for approval of an enterprise agreement known as the Hunter Water Corporation Employees’ Enterprise Agreement 2009 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Hunter Water Corporation. The agreement is a single-enterprise agreement.

[2] The Agreement was made during the bridging period\(^1\) as defined in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (the Transitional Act), accordingly, when considering whether to approve the Agreement I have taken into account the provisions of Part 2–4 of Chapter 2 of the Act as modified by Schedule 7 of the Transitional Act.

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

[4] The Australian Services Union, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, being bargaining representatives for the Agreement, has each given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

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\(^1\) Item 2, Part 1, of Schedule 2.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 January 2010. The nominal expiry date of the Agreement is 31 May 2012.

COMMISSIONER

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HUNTER WATER CORPORATION
EMPLOYEES
ENTERPRISE AGREEMENT

2009
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GENERAL SECTION - ALL EMPLOYEES

G1 TITLE

This agreement will be known as the Hunter Water Corporation Employees’ Enterprise Agreement 2009.

G2 SCOPE & PARTIES BOUND

This Agreement shall apply to the Hunter Water Corporation and employees of the said Corporation who are employed within the wages classifications listed in Schedule 1 and 2 and all Salaried employees whose salary does not exceed the salary applicable to Salary Band 7 in Schedule 3.

This Agreement rescinds and replaces all previous Hunter Water Agreements.

G3 DURATION

This Agreement will commence from 1 June 2009 for a period of three (3) years until 31 May 2012.

G4 HEALTH AND SAFETY OF EMPLOYEES

(1) The Corporation shall,

- provide a safe place of work and work practices
- make appropriate provision for accommodation and shelter
- supply protective clothing and equipment suitable to the nature of work and work environment

in accordance with the requirements of the Occupational Health and Safety (OH&S) Act and Regulations.

(2) The Corporation shall comply with the requirements of the OH&S Act in respect to:

- establishing OH&S Committees
- training of employees on OH&S Committees
- monitoring OH&S Committees

(3) The Corporation and employees shall co-operate positively in respect to obligations pursuant to the OH&S Act, Regulations and corporation standards of practice as amended from time to time.

(4) Employees working alone in field locations, where there is no reasonable access to communication with other persons, shall be provided with access to appropriate communication devices.

(5) It is a condition of employment that employees must use and wear such safety equipment as is issued by the Corporation.
G5 DEFINITIONS

- "Corporation" shall mean the Hunter Water Corporation.
- "Union" shall mean the Australian Services Union NSW/ACT Services Branch – Hunter Water Division.
- "Wages employee" shall mean an employee engaged as such and paid on a weekly basis.
- "Salaried employee" shall mean an employee engaged as such and paid on a fortnightly basis.
- "Craft Union" shall mean the, Australian Manufacturing Workers Union and/or Electrical Trades Union of Australia NSW Branch as appropriate.
- "Divisional Manager" shall mean an employee who has been appointed as such to manage an identified strand of functions, which have been grouped together by the Corporation for administrative purposes.

G6 CONTRACT OF EMPLOYMENT

(1) Types of Employment

The following forms of employment are available

Full-time Regular Employment
For continued ongoing full-time employment with the Corporation.

Regular Part-time Employment
For continued ongoing employment working less than the full-time hours per week for the position.

Temporary Full-time Employment
For a "fixed-term" of full-time employment of two (2) weeks or more.

Temporary Part-time Employment
For a "fixed term" of part-time employment (less than the full-time hours per week for the position) for two (2) weeks or more.

Casual Employment
For short term engagements of less than two (2) weeks duration. Minimum payment of four (4) hours pay for each start (employment terminated at the end of each shift).

(2) Period of Notice

(a) Except for casuals, employment shall be terminated by giving the required period of notice on either side or by the payment or forfeiture as the case may be, of wages/salary for the period of required notice.

(b) For the purposes of sub-section (a) above, the required period of notice is:-

<table>
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(ii) provided that, the period of notice is increased by one (1) week if the employee has completed at least two (2) years continuous service and is over 45 years of age.

(3) Employees shall attend and perform such work as the Corporation shall from time to time reasonably require and except as otherwise provided by this agreement, an employee shall lose pay for the actual time of any such non-attendance or non-performance.

(4) Termination of employment by the Corporation will not be harsh, unjust or unreasonable.

(5) The Corporation may direct an employee to carry out such duties as are within the employee's skill, competence and training.

(6) The absence of an employee from work for a continuous period exceeding ten (10) working days without notification to the Corporation shall be prima facie evidence that the employee has abandoned employment. Following the expiration of ten (10) working days, the Corporation shall, in writing, inform the employee that employment will be terminated from the date of the first day of absence unless the employee furnishes a reasonable explanation for such absence. When an employee fails to respond to such notice within a further period of five (5) working days, termination of employment shall be automatic from the first day of absence.

(7) The Corporation shall have the right to suspend an employee for refusal of duty or misconduct on the part of the employee and to deduct payment for any day or portion of a day during which the employee is so stood down. Provided that no employee shall be suspended without pay before an adequate investigation of the circumstances of the alleged offence has been made, the immediate salaried supervisor in the section to which the employee is attached shall make any decision as to the suspension of the employee following consultation with the Section Head.

(a) Where an employee has been suspended, he/she is entitled to lodge an appeal with the Human Resources Section and a conference will be convened immediately between the Corporation and relevant Union.

(b) Should the appeal demonstrate that the employee was not guilty of the offence such employee shall receive payment from the time of suspension.

(c) Nothing in this section restricts the rights of the parties to pursue the issue through the Grievance/Dispute Procedures of this Agreement after the above procedures have been followed.

This clause shall not affect the right of the Corporation to dismiss an employee without notice for refusal of duty or misconduct and in such cases the wages/salary shall be payable up to the time of dismissal only, provided that:-

An employee who allegedly committed one (1) of the aforementioned offences, shall be stood down without loss of pay by the Corporation and an investigation of the alleged offence carried out immediately by the Corporation before any decision as to the dismissal of an employee without notice is made; provided that where the investigation demonstrates that the employee was guilty of the offence then he/she shall not be entitled to payment for the period he/she has been stood down.

Where such allegations are brought against an employee, he/she is entitled to be represented by an accredited representative of the relevant Union.
The Corporation shall not make any deduction from wages/salary for time lost owing to weather conditions provided that the employee:

(a) shall continue working until such time as the Supervisor on the job orders work to cease;

(b) shall stand by as directed by the Supervisor on the job;

(c) shall stand by until work has been officially abandoned for the day.

Where a wages employee relieves in a salaried position, he/she shall come under the general conditions of employment applicable to that position.

G7 CASUAL AND PART-TIME EMPLOYMENT

Casual employees (day workers)

(a) A casual employee shall be paid for not less than four (4) hours work for each engagement.

(b) An employee should not be required to work more than five (5) hours without a meal break, such meal break shall be of 1/2 hour duration and unpaid. Employees shall not be required to take their meal break at their work station.

If employed for seven (7) hours or more on any one day, the employee will be entitled to a 10 minute paid morning and afternoon tea break.

(c) The working of overtime by a casual employee will be restricted to circumstances where the employee volunteers to work such overtime and overtime payment will be calculated on the loaded base rate for casuals.

(d) Casual employees shall be paid a loading of 20% in addition to their normal hourly rate.

The 20% loaded pay rate shall be inclusive of payment in lieu of entitlements to the provisions of:-

- Clause G14 - Sundays and Public Holidays
- Clause G18 - Aborigines National Day
- Compassionate Leave
- Long Service Leave
- Parental Leave
- Sick Leave
- Family including Personal/Carers Leave
- Clause G22 - All listed leave entitlements

(e) For Salaried employees the normal hourly rate shall be calculated as follows:

\[
\text{Annual Salary of Classification} \times \frac{a}{b} \times c
\]

Where:

- "a" is the number of days in a fortnight, ie 14
- "b" is the number of days in the year, ie 365.25, and
“c” is the number of hours in a fortnight

(f) The offer of overtime will be made to regular and temporary employees in preference to a casual employee where it is both appropriate and practicable to do so.

(g) At the completion of each engagement, a casual employee will be paid annual leave entitlements calculated at 1/12 of earnings based on the loaded base rate for casuals.

(h) Casual employees will only be engaged to provide temporary assistance of less than two (2) weeks duration for each engagement and will not be employed to work fixed and regular hours for periods of two (2) weeks or more where temporary employment is available to the Corporation.

(i) The relevant Unions shall be notified in writing on a quarterly basis of the numbers, classifications and sections in which casuals have been employed.

(j) Prior to the engagement of a casual employee, preference will be offered to any existing employee who is available and competent to undertake the work.

(k) Limitations:

The total number of hours worked by one or any number of casual employees employed in an identified section/department/business unit or the like shall not exceed 25% of the total hours for the week worked by regular and/or temporary employees engaged in such work places. This limitation will not prevent the engagement of a casual employee (being the only casual employee in the section) to work in a particular section for a period of up to two (2) weeks duration.

(2) Secure Employment

(a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer’s workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Employment

(i) A casual employee engaged by Hunter Water on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

(ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

(iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks’ notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the
employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

(v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

(vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:

1. whether the employee will convert to full-time or part-time employment; and

2. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Agreement;

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

(vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Occupational Health and Safety

(i) For the purposes of this subclause, the following definitions shall apply:

1. A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

2. A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another
employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

(ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business)

1. consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

2. provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

3. provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

4. ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

5. Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

6. Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Agreement.

7. This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

(3) Part-time employees

(a) A part-time employee shall mean an employee who is employed to work fixed and regular hours which are less than the hours worked by regular full-time employees employed by the Corporation.

(b) The span of ordinary hours of work shall be between the hours of 7.00 am and 5.30 pm, Monday to Friday inclusive, however may be up to 7.00pm to meet specific business requirements.

Part-time employees will be provided with a minimum of seven (7) days notice if their work days, and/or start and stop times are to be altered to meet business requirements.
Notwithstanding the above, the Corporation will make all reasonable efforts to provide an advanced roster prior to the seven (7) days notice, to part-time employee's whose position may require frequent changes to start/stop times and days of work for operational reasons.

(c) Part-time employees whose scheduled hours are five (5) or less per day, are not entitled to meal breaks but will be entitled to morning and afternoon teas if their scheduled hours cover the normal time of taking such teas within that section.

(d) Notwithstanding any other provision of this Agreement, part-time employees shall be eligible for all leave prescribed by this Agreement on a pro rata basis relative to the employees scheduled hours and/or days of work.

* Public Holidays falling on a scheduled working day will be paid at ordinary time rates unless the employee is required to work, in which case the provisions of sub-clause (2) of Clause G14 (Sundays and Public Holidays) will apply.

Where an employee has worked both full and part-time, the leave entitlement shall be paid on the proportion of part-time and full-time service during the relevant period.

(e) Overtime shall not be payable until the standard full-time hours per day for the classification are exceeded or time is worked outside the span of ordinary hours.

Provided that where the standard full-time hours per day for the classification are exceeded or for work outside the span of ordinary hours, overtime shall be paid in accordance with this Agreement.

The working of additional hours (excluding overtime) by a part-time employee will be restricted to exceptional circumstances and where the employee volunteers to work the additional hours (excluding overtime).

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**G8 RE-ORGANISATION/CONSULTATION WITH UNIONS**

(1) On any major re-structures, the Corporation shall consult with the relevant Unions and consider their representations prior to making a final decision.

(2) The procedure shall be as follows:-

(a) When the proposals are fully developed by the Corporation, the relevant Unions shall be provided with details of the proposed re-structure at an information session.

(b) Fourteen (14) calendar days from receipt of the details, the Unions shall respond setting out any matters of concern. These issues shall be directly related to the restructure.

(c) The Corporation, on receipt of the Unions response, shall arrange a meeting within fourteen (14) calendar days to confer on the issues, after considering the issues raised by the relevant Unions.

(d) During the ensuring fourteen (14) calendar days the parties shall endeavour to resolve all outstanding issues.

(e) After this procedure has been followed the Corporation shall proceed to implement the re-structure, incorporating any variations adopted as a result of the Unions representations.
**G9 CONSULTATION & THE INTRODUCTION OF CHANGE**

(1) Consultation is defined as a process whereby all parties to the discussion genuinely commit to the exchange of relevant information, advice, and taking the views of each other into account.

(2) Where Hunter Water has made a decision to introduce changes in organisation, structure or technology that are likely to have significant effects on employees, the employer shall consult with employees who may be affected by the proposed changes and the union to which they belong during the development prior to implementation so that the views of all the affected parties can be taken into account.

(a) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations, the restructuring of jobs or changes to the Salary Banding Structure.

(b) Provided that, where this agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(3) This commitment to consultation may involve the sharing of information. The parties agree at all times to maintain the confidentiality of commercially or other sensitive information.

(4) The parties agree to establish the necessary arrangements specific to the issue to facilitate the commitment to consultation contained in the clause. The consultation process will be conducted in a cooperative and timely manner. Should any matter not be resolved the dispute settlement procedures within this agreement will be relied upon.

(5) Prior to implementing any new outsourcing initiatives which affects employees, Hunter Water shall advise same to employees affected, and the union to which they belong, and shall give consideration to the views of all affected parties prior to implementation.

Use of contractors by the Corporation will continue on an as needs basis. The safety record and other work performance measures will be taken into account by Hunter Water prior to engagement of the contractors.

**G10 HOURS OF WORK**

(1) **35 Hour Week Employees**

(a) Subject to sub-clause (1)(d) of this clause, the ordinary hours of work shall be thirty five (35) hours per week to be worked seven (7) hours per day between the hours of 7.00 am and 5.30 pm, Monday to Friday inclusive. However, where there is a specific business requirement, the ordinary hours of work may be worked between the hours of 7.00 am and 7.00 pm.

Provided further that, where the Corporation agrees, an employee may elect to work his/her ordinary hours of work outside the normal span of hours without attracting shift penalty rates.

The Corporation may direct an employee to vary his or her starting and finishing times within the span of hours covered by this Agreement subject to the employee being given at least seven (7) days notice of the required change.
(b) Lunch breaks for thirty-five (35) hour week employees shall be taken between the hours of 12 noon and 2:00 pm (at regular rostered periods approved by their section supervisor). Lunch breaks of thirty (30) minutes, forty-five (45) minutes or one (1) hour must be taken.

No employee shall be required to work longer than five (5) hours without a lunch break.

(c) All employees will be allowed a break of ten (10) minutes for morning tea to be taken in or about their places of work.

All employees will be allowed afternoon tea without interruption to normal duty at their places of work where possible.

(d) Any person employed up to the minimum salary for Salary Band 6 or equivalent may nominate to work their ordinary hours of work over a nineteen (19) day four-week period.

Persons engaged to work ordinary hours on a 19 day four-week period, will work their ordinary hours in accordance with the following provisions:

(i) The nineteen (19) day four-week period involves working an additional twenty five (25) minutes each day. This entitles an employee to one (1) day's rostered leave per month.

(ii) The working of the nineteen day four-week scheme is subject at all times to the following:

- that normal working function of the section is not adversely affected;
- that inconvenience is not experienced by the public;
- that the employee concerned does not have a poor record for absenteeism or punctuality.
- The Corporation shall not change an employee's choice of scheme of working hours once elected by an employee unless the employee so agrees, other than by agreement with the Union, or, failing agreement with the Union, subject to the approval of the Industrial Commission or the Conciliation Committee for the industry.

(iii) Employees must apply for Rostered Leave in advance. Subject to work requirements, the appropriate Manager will give approval to the nominated rostered days off.

(iv) Employees may only change the nominated rostered day off if their supervisor considers that it is warranted. Such approval shall not be unreasonably withheld.

(v) Employees may change to the twenty (20) day scheme at any time.

(vi) Rostered day off entitlements will not be reduced when an employee is absent on authorised leave for portion of the period covered by his/her roster cycle. All other absences will lead to a reduction.

Rostered days off will not accrue for periods of leave without pay in excess of one (1) day.
Rostered days off will not accrue when an employee is absent on authorised leave (excluding Annual Leave) for the full period covered by his/her roster cycle.

(vii) Employees who resign from the Corporation will be paid any roster day entitlement that has accumulated.

(2) 38 Hour Week Employees

The ordinary hours of work for all full-time wages employees and full-time salaried employees who are employed as field supervisors or workers, shall be thirty eight (38) hours per week worked in accordance with the following provisions for a four (4) week work cycle.

All designated field supervisors including the following Salary Band Classifications:-
- Field Supervisor (Civil) Operations
- Senior Electrical/Mechanical Technician
- Contracts/Field Auditor Lvl 1 & Lvl 2
- Field Supervisor Rangers
- Rangers
- Electrical Technician
- Working Overseer

Day Workers and Shift Workers

(a) The span of working hours for day workers shall be Monday to Friday inclusive between the hours of 7.00 am and 5.30 pm as directed by the Corporation except for Operations Employees rostered to standby (refer to clause A1 (4) (a) (iii)).

(b) The ordinary working hours shall be worked as a nineteen (19) day four (4) week cycle of eight (8) hours each day with .4 of one hour of each day worked accruing as an entitlement to take a roster day off each month. This roster day off will be taken on a day mutually agreeable between the employee and their immediate supervisor.

(c) An employee recalled to work on a roster day off without being notified prior to ceasing work on the last ordinary working day, shall be paid overtime rates for time worked as though the work had been performed on a Saturday. Payment for the roster day off is made separate and in addition to the payment made for overtime worked.

(d) Each day of paid leave taken and any Public Holiday occurring during any cycle of four (4) weeks shall be regarded as a day worked for accrual purposes. No other leave taken will be regarded as time worked for accrual purposes.

(e) An employee who has not worked a complete nineteen (19) day four (4) week cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.

(f) Two (2) breaks per day will be allowed off for day workers other than shift workers. The first break of twenty (20) minutes duration to be counted as time worked to be commenced at or within three (3) hours of commencing work. The second break of thirty (30) minutes duration to be commenced at or within six (6) hours of commencing work. These breaks shall be in substitution of morning and afternoon tea and lunch breaks.

(g) No relief payment will be made to an employee whilst relieving a person who is absent on rostered leave.

(h) Provided, however, that notwithstanding anything mentioned elsewhere in this clause:-
(i) The starting and finishing times of employees wherever practicable shall be mutually agreed upon by the relevant Union and the Corporation.

(ii) Where it is necessary, the starting and finishing times for day workers may be varied between 6.00 am and 7.00 pm in cases of exigency or in other situations following prior agreement between the field supervisor and employees on the job, without liability on the part of the Corporation to pay overtime.

The term "exigency" shall be taken to mean:-

- where the work is dependent on the flow of tides;
- where ordinary working hours cannot be worked owing to heavy traffic;
- where the transport facilities are not convenient for working the ordinary hours.

(3) All Employees

(a) Flexible Arrangements (Employee Requests)

In lieu of the employees scheduled roster day, the employee may take an alternate roster day off (subject at all times to section operational requirements) on any working day, within the same roster cycle. This alternate RDO must be mutually agreed between the employee and the supervisor on the job or by agreement the employee may have the roster days banked to be taken at some future time.

Generally employees are expected to take scheduled roster days when they are due and employees who do not avail themselves of scheduled roster days will not accrue in excess of five (5) days.

(b) Flexible Arrangements (Management Requests)

Where work requirements do not allow the taking of a roster day as scheduled, the employee will have the option of taking an alternate day within the same roster period as agreed between the employee and his/her supervisor, (such agreement shall not unreasonably be withheld) or having the roster day banked to be taken at some future time.

Management will only request an employee to defer taking a RDO in special or emergency circumstances. Requests by Management for an employee to defer the taking of a scheduled roster day off must be in writing.

The Corporation will take all reasonable steps to ensure that the total roster days banked does not exceed five (5) days, however, where the bank of roster days unavoidably exceeds five (5) days, the employee will not have a limit placed on the number of days which can accrue as a result of such management requests.

Any roster days accumulated as a result of management requests will be taken within a time frame mutually agreed between the supervisor and the employee.

(c) Sick when on RDO

An employee who is sick on a roster day off, to claim a substitute day off, shall where practicable notify their supervisor within four (4) hours of normal starting time on that day.
(d) **Make-up Time**

Subject to Section/Business Unit convenience and approval by the relevant manager, an employee may take time off during ordinary hours and work these hours at a later time which fall during the spread of ordinary hours provided in the Agreement at the ordinary rate of pay.

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**G11 SHIFT WORK**

(1) For the purpose of this clause -

"**Afternoon shift**" means any shift finishing after 7.00 pm and at or before midnight.

"**Night Shift**" means any shift finishing subsequent to midnight and at or before 7.00 am.

Thirty (30) minutes shall be allowed to 38 hour week shift workers each shift for a meal which shall be counted as time worked subject to the employee being immediately available at the work location according to the exigencies of the work.

35 hour week employees engaged on shift work shall take unpaid meal breaks of thirty (30) minutes, at regular rostered periods approved by their section supervisor.

Tea Breaks: A tea break of ten (10) minutes during the periods both before and after the meal break shall be allowed to each shift worker, such break to be counted as time worked, subject to the employee being immediately available at the work location according to the exigencies of the work.

(2) Shift workers whilst on afternoon shifts shall be paid for such shift 17 ½ per cent more than their ordinary rate of pay and whilst on night shift shall be paid for such shift 22 ½ per cent more than the ordinary rate of pay.

(3) **Saturday rates for Shift Workers (including seven (7) day roster employees)**

For an ordinary shift performed on Saturdays, Shift Workers shall be paid a minimum of time and one half.

Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in sub-clause (2) of this clause.

(4) **Sunday and Holiday rates for Shift Workers (including seven (7) day roster employees)**

Ordinary shifts performed on a Sunday or Holiday shall be paid in accordance with Clause G14 - Sunday and Holiday Rates.

Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in sub-clause (2) of this clause.

Shift workers rostered off duty on a public holiday shall be paid at single time rates for such holiday.

(5) **Shift Workers - Change of Shift or Roster**

Except as provided hereunder, a Shift Worker who is required to change from one shift to another, shall where practicable, be given twenty four (24) hours' notice of the proposed change. Where this notice is not given by the Corporation, overtime rates shall be paid for the ordinary time so worked (plus the addition of shift allowance) until the expiration of such twenty four (24) hours. Provided that:-
(a) a Shift Worker transferred from one roster to another shall, in respect of the first day upon which he/she is required to work the new roster, which day would have been his/her day off on the old roster, be paid at the rate of double time;

(b) shifts so worked shall be regarded as forming part of the employee's ordinary week's work.

(6) **Shift Workers Transferred to Day Work**

Except as provided hereunder, a shift worker who is transferred to day work shall, where practicable, be given twenty four (24) hours' notice of the proposed change. Where this notice is not given by the Corporation, overtime rates shall be paid for the ordinary time so worked until the expiration of such twenty four (24) hours from the time of notification. Provided that:

(a) shifts so worked shall be regarded as forming part of the employee's ordinary week's work;

(b) this provision shall not apply to work performed on Saturdays, Sundays and Holidays.

(7) **Day Workers Transferred to Shift Work**

When a day worker is called upon to temporarily transfer to shift work or relieve a roster employee, the employee shall be paid for the first one (1) and up to five (5) afternoon and/or night shifts worked at the rate of time and one half for time worked on such shifts. Should the employee be called upon to work for more than five (5) shifts for which these penalty rates have applied, the foregoing provisions of the regular roster shall apply. Provided that:

(a) an employee shall be paid at overtime rates for any afternoon or night shift upon which the employee is employed as a shift worker under this subclause in respect of which the employee has not been given at least twenty four (24) hours notice;

(b) shifts so worked shall be regarded as forming part of the employee's ordinary week's work.

(8) For the purpose of this clause, any shift, the major portion of the ordinary hours of which are worked on a Saturday, Sunday or Public Holiday, shall be deemed 'to have been worked on a Saturday, Sunday or Public Holiday and shall be paid for as such.

(9) Where a shift worker fails to report for work, the shift worker from the preceding shift may be required to remain at work and shall be entitled to claim overtime payment in accordance with this Agreement.

**G12 REST PERIODS AFTER OVERTIME**

(1) An employee required to continue work for seven (7) hours or more after his/her proper ceasing time shall be entitled to a rest period of ten (10) hours before again commencing his/her next ordinary shift, and be paid for any working time lost at ordinary rates.

(2) Employees recalled to work after ceasing work, who work for more than a total of four (4) hours in any 12 hour period and finish on the last occasion at a time which does not allow the employee to have a seven (7) hour rest period before their next normal starting time, will be entitled to a rest period of ten (10) consecutive hours. Employees will be paid for any working time lost.
(3) If any employee is directed to resume or continue work without having had the required rest period, the employee shall be paid at overtime rates until released from duty, and shall then be entitled to be absent until the employee has had a rest period of ten (10) consecutive hours without loss of pay for ordinary working time occurring during such absence.

(4) The provisions for rest periods shall apply in the case of shift workers as if eight (8) hours were substituted for ten (10) hours when overtime is worked:

(a) for the purpose of changing shift rosters; or

(b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker;

(c) where a shift is worked by arrangement between the employees themselves.

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**G13 OVERTIME**

(1) Subject to Clause (1)(a) Hunter Water may require an employee to work reasonable overtime at either overtime rates or as otherwise provided in this agreement.

(a) 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.

(b) For the purposes of clause (1)(a) what is unreasonable or otherwise will be determined having regard to:

(i) any risk to employee health and safety;

(ii) the employee's personal circumstances including any family and carer responsibilities;

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse; and

(v) any other relevant matter.

(2) Overtime shall mean all time worked in excess of the ordinary hours prescribed by this Agreement.

Subject to Clause G14 (Sundays and Public Holidays) employees shall be paid all time worked in excess of or outside the ordinary working hours prescribed by this Agreement at the rate of time and a half for the first two (2) hours and double time thereafter with the exception that all work performed after 12 noon on Saturday shall be paid for at the rate of double time.

For the purpose of this clause, ordinary hours shall be taken as being inclusive of time worked for rostered day off accrual purposes.

(3) **Recalled to Work Overtime**

Employees (other than Employees paid under the Annualised Wages Section) recalled from their residence after the usual ceasing time and before 6.00 am on the next working day shall be paid for all time worked outside normal working hours at overtime rates with a minimum payment of four (4) hours, such payment to cover any subsequent call within that four (4) hours. The time in each case will be computed from the employees home to work and return.
(4) Planned Overtime (notified prior to ceasing work on the last ordinary shift)

(a) Day workers (other than Employees paid under the Annualised Wages Section) shall be paid a minimum of four (4) hours, at overtime rates for planned overtime worked on a Saturday, Sunday or Public Holiday.

(b) Shift workers shall be paid a minimum of four (4) hours, at overtime rates for planned overtime worked on a roster day off in accordance with the normal shift roster.

(5) Shift Workers

Shift workers for all time worked:-

(a) in excess of the ordinary working hours prescribed by this Agreement; or

(b) on more than eleven (11) ordinary shifts in twelve (12) consecutive days; or

(c) on a rostered shift off;

shall, subject to Clause G14 - (Sundays and Public Holidays) be paid at the rate of time and one half for the first two (2) hours and at the rate of double time thereafter. This sub-clause shall not apply when the time worked is:-

(i) for the purpose of effecting the customary rotation of shifts; or

(ii) by arrangement between the employees themselves.

(6) Overtime Limitations

(a) Salaried employees whose salary, or salary and allowances exceeds the minimum salary for Salary Band 6 shall not be entitled to payment for overtime except in exceptional circumstances as approved by the relevant General Manager.

(b) Entitlements to overtime payments will lapse if claims are not received within three (3) calendar months of the overtime being worked.

(7) Working through lunch breaks

An employee who is directed to work during the recognised meal break shall be paid overtime rates until the employee is released for a lunch break which shall be taken without loss of pay.

(8) Time off in lieu of pay for Overtime

(a) An employee may elect, with written consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

(c) If, having elected to take time off as leave in accordance with sub-clause (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

(d) Where no election is made in accordance with sub-clause (a) the employee shall be paid overtime rates in accordance with the Agreement.
Subject to the following provisions, employees shall be entitled to the following Public Holidays without loss of pay: New Year’s Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen’s Birthday, Bank Holiday (first Monday in August), Show Day (local fixture), Christmas Day, Boxing Day or any days in lieu thereof, together with all other gazetted holidays proclaimed to operate throughout the State.

All time worked on a Public Holiday (excluding Bank Holiday; Show Day or Picnic Day) shall be paid at the total rate of double time and one half until released from duty. That is, where overtime is worked within the normal span of hours on a public holiday, payment will be at an additional time and a half to make up double time and a half payment.

All time worked on Sunday shall be paid for at the rate of double time until released from duty.

Picnic Day

Picnic Day shall be that day approved by the Corporation to be the Picnic Day.

Leave of absence shall be granted to employees subject to the following conditions:-

(a) Relevant Managers determine that the employee can be spared from duty that day, having first considered the requirements of service to the public, and any special or urgent work required.

Employees not required to work must take the approved Picnic Day.

(b) Those employees required to work will be paid ordinary time and shall be allowed a day off in lieu at a later date provided that such day taken off in lieu must be taken within four (4) months or entitlement forfeited.

August Bank Holiday and Local Show Day

If an employee is required to work on August Bank Holiday or the Local Show Day, a day's leave of absence in lieu of August Bank Holiday and local Show Days will be granted to each employee. The day off in lieu which must be taken within four (4) calendar months of the respective entitlement date, subject to the following conditions:-

(a) All sections will be adequately staffed on any one day to ensure provision of services.

(b) Those employees scheduled to work on the gazetted day will be paid ordinary time except as otherwise prescribed in sub-clause (6) hereof.

(c) Show Day shall not be granted more than once per annum.

Shift Workers rostered to work on Public Holidays shall be required to work in accordance with the roster. Payment will be made at the rates prescribed for Sunday and Holiday Rates and the employee will not be entitled to time off in lieu.

Public Holidays or time in lieu are not available to employees on approved parental leave (with or without pay).
(1) Diving Allowance

In recognition of the skills associated with diving work following requisite training and associated duties of pre-dive planning and the selection and care of equipment, an allowance of $1,000.00 per annum (to be reviewed annually) shall be paid to employees who:-

(a) are in possession of the appropriate agency, Class 3 Certificate of Competency; and

(b) are nominated on the Corporation's panel of divers to undertake underwater diving activities.

An allowance of $465 pa (to be reviewed annually) will apply to trainee Divers nominated on the panel.

This allowance shall only be maintained whilst the employee involved indicates preparedness and fitness to continue such duties.

The payment of this allowance does not affect the employee's right to decline diving duties provided an acceptable reason is given. However, such payment would discontinue if and when an employee indicated that he or she no longer wished to participate in such activity.

An allowance of $1.50 cents per 0.3 metres of total depth will be paid to the above employees when diving at a depth in excess of fifteen (15) metres. Such allowance to be paid once only per day as a daily allowance when incurred.

(2) Travelling, Accommodation and Meals

(a) When an employee is required to travel on Corporation's business and returns to work or home the same day, (not including journeys to and from the employee's regular depot), actual and necessary expenses other than meal expenses shall be reimbursed.

(b) When employees are required to proceed on duty from the place of work at which they are depoted, on journeys from which they cannot return to that place of work or home on the day of departure, the employee shall be entitled to the following allowances which will be subject to an annual review:-

(i) When required to stay overnight in a Capital City or in Canberra $245.55 per day.

(ii) When required to stay overnight other than in a Capital City or Canberra $151.75.

(iii) For the purposes of claims at the set rate under subparagraph (i) and (ii) above, the allowance only applies for absences of 24 hours' duration and which involve an overnight stay. Nevertheless payment of the appropriate allowance may be made where the employee satisfies the Corporation that, despite the period being of less than 24 hours' duration, expenditure for accommodation and three meals has been incurred. Where an employee is unable to so satisfy the Corporation or where some part day travel at the end of the trip is involved, the allowance payable for part days of travel shall be limited to the actual expenses incurred during such part day travel.

(iv) When expenses unavoidably exceed the allowance, the actual cost shall be paid by the Corporation subject to the approval of the relevant Manager. Such approval shall not unreasonably be refused on production of receipts.
(c) The Corporation reserves the right to have regard to the standard of accommodation used and available in the area, and for the approval of upper limits of the cost of such accommodation and meals where receipts are provided and actual expenses are claimed.

(3) **Sauna Bathing Allowance**

A sauna bathing allowance will be paid to any employee who comes into contact with sewage to the extent that it attaches to the employee's clothing or person. The amount of the allowance will be $8.46 per week where contact with sewage is on a regular basis, ie three (3) or more days per week, and where contact is less than three (3) days per week, the allowance will be $4.23 per week.

(4) **Private Vehicle Usage Allowance**

An employee who, with the prior approval of their relevant Manager or immediate Supervisor uses a privately-owned motor vehicle in the course of or in connection with employment, shall be paid for such casual use in accordance with the following rates which will be reviewed annually using the ATO reference rates:-

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<th>1600 cc - 2700 cc</th>
<th>&gt; 2700 cc</th>
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<td>29.6 c</td>
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<tr>
<td>Official Business Rate</td>
<td>63.0 c</td>
<td>74.0 c</td>
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- **Specified Journey Rate**

  This rate is payable where other transport is available to permit travel within a reasonable time but the employees elect the use of a private motor vehicle in connection with official or approved travel.

- **Official Business Rate**

  This rate is to be paid to employees who use a private motor vehicle in the performance of their duties and the following conditions are met:
  - no official vehicle is available;
  - no public or other transport is available to permit travel within a reasonable time and at a reasonable cost; and
  - the use of the employee's private motor vehicle is essential to, or necessary for the economic performance of the employee's duties.

(5) **Hot Places**

(a) An employee working for more than one (1) hour in the shade in places where the temperature is raised by artificial means to between 46 - 54° C shall be entitled to 63 cents per hour extra.

(b) An employee working for more than one (1) hour in the shade in places where the temperature is raised by artificial means to more than 54° C shall be entitled to 73 cents per hour extra provided that where work continues for more than two (2) hours in temperatures exceeding 54° C employees shall be entitled to twenty (20) minutes rest after each two (2) hours work without deduction from pay.

(c) Employees working in tanks, reservoirs and pipes where weather conditions raise the temperature shall be treated as though the temperature had been raised by artificial means.
(1) Employees elected as a Union delegate or employee representative will, upon provision of written proof of the election to the employer, be recognised as an accredited representative of the Union to which they belong and in the defined work group they are elected to represent.

(2) All employees who are accredited representatives of their Union are first and foremost employees of Hunter Water and shall, subject to this clause, conduct themselves accordingly.

(3) Delegates will be allowed all reasonable time during working hours to attend to Hunter Water industrial matters affecting employees in the work group they represent. Such representations should be arranged for times which are convenient to both parties to ensure minimal disruption to the operational needs of work groups. A delegate will give their own Manager/supervisor reasonable notice of the need to deal with matters affecting employee(s) in the work group they represent, as well as, the manager of the employees concerned. In this later case where the delegates own Manager/Supervisor is not the manager/supervisor of the employees concerned the protocol for seeking this permission is for the delegates Manager/Supervisor liaising with Human Resources to obtain such permission.

(4) Before any employee identified in (1) above moves away from their immediate work location to commence union work on Hunter Water matters, they must first obtain the permission of their designated manager/supervisor.

(5) Employees identified in (1) who wish to enter any other work location for which they are not elected to represent on Union business must first receive the permission of the relevant manager for that area. The protocol for seeking this permission is for the delegates Manager/Supervisor liaising with Human Resources to obtain such permission.

(6) Prior to leaving the immediate work location, any employee identified in (1) above, must provide to their manager/supervisor information regarding the purpose for their departure, where they are going, the estimated time of absence and telephone contact if practicable. Immediately upon their return they will inform their manager/supervisor their time of arrival and departure from the location where they were required.

(7) Failure of a delegate to meet the above provisions may result in the employee concerned forfeiting the right to pay for the period of the absence and may be subject to disciplinary action.

(8) Managers will not unreasonably withhold permission for a relevant workplace delegate to attend to bona fide matters or issues affecting the legitimate industrial interests of a member they are elected to represent. In the same spirit, Union delegates should observe all of the above procedures and recognise the need to balance their absence from the job attending to Hunter Water matters affecting employees in their work group with the requirement for acceptable work performance.

(9) Employees identified in (1) may call for a meeting of union members within the workplace they represent. Such meetings are to be outside of work time unless prior permission is obtained from management.

(10) In exercising these rights employees identified in clause (1) will not harass or hinder employees or others contracted to Hunter Water in the performance of their work. The employer shall not in any other way attempt to impede the delegates in the conduct of the Unions business pursuant to this clause.
(11) Employees identified in (1) will not be paid for absences in relation to the following activities:

(a) attendance to matters involving internal union activities;

(b) union meetings, tribunal appearances and absences related to disputes or grievances or claims by the union;

(c) union meetings, tribunal appearances and absences related to award applications or claims, unless specific application is made by the Union and approved by the Manager Human Resources. Permission will not be unreasonably withheld for relevant delegates in respect to (b) and (c).

(12) Where an employee identified in (1) attends a conference with management during working hours at management's request he/she shall be paid.

(13) The Corporation will allow Union delegates up to 12 days in a two year period to attend courses, seminars accredited by the Trade Union Education Foundation (TUEF) (or equivalent) in accordance with this agreement and relevant Hunter Water policy on Trade Union Training. Up to two days of this leave may be used per year to attend an annual Union conference. Although leave will not be unreasonably withheld the granting of such leave is at all times subject to the operational needs of work groups.

G17 DISPUTE/GRIEVANCE PROCEDURES

(1) If a question, dispute or difficulty arises in respect to matters covered by this Agreement, in compliance with the National Employment Standards and General Protections, the following procedure will be utilised to resolve the dispute.

(2) As a general principle the parties agree that the preferred method of resolving disputes is for the issue to be discussed between the employee(s) affected and their immediate supervisor. Where these discussions do not achieve resolution, the matter may be referred to the next levels of management as outlined in the below procedure.

(3) The parties agree that the procedure for resolving a dispute will be impartial, fair and non-discriminatory in accordance with anti-discrimination law.

(4) The following procedures provide a framework for disputes to be settled as quickly and effectively as possible and must be followed by all parties.

(5) Where appropriate confidentiality will be maintained at all stages during the procedures.

(6) It is a term of this agreement that while the dispute settlement procedure is being conducted work shall continue normally.

(7) If a question, dispute or difficulty arises between a group of employees and the Corporation the below procedure should be followed as though the group dispute is a single dispute.

(8) Procedure

Step 1: When a dispute arises, the employee(s) concerned will notify their immediate supervisor (in writing or otherwise) of the substance of the matter. If the dispute involves the immediate supervisor, the employee(s) should proceed to Step 2.

Upon receiving notification of the dispute, the immediate supervisor will organise a meeting with the employee(s) as soon as practicable to discuss the dispute. At this meeting the employee(s) will provide details of the matter and any suggested solutions.
All efforts should be made by both parties to resolve the dispute at this step.

Step 2: If the dispute has not been resolved at the first step, the matter is to be referred to the next level of management.

As soon as practicable, a further meeting should be arranged with the employee(s) and the more senior manager to discuss the matter. The employee(s) may request a representative to attend the meeting with them.

Step 3: If the dispute remains unresolved, the matter is to be referred to the Manager Human Resources. The matter will then be discussed in a further meeting with the employee(s), their representative(s), relevant Managers and Human Resources staff.

Depending on the nature and/or severity of the matter, the Human Resources Manager and/or the employee’s representative may also be involved earlier in the procedures.

Step 4: If the dispute remains unresolved, the matter is to be referred to the relevant General Manager who will discuss the dispute with the employee(s) and their representative(s). At the conclusion of this step and the matter still remains unresolved, a written response will be provided to the employee(s) outlining the action taken and the Corporation's position with regards to the dispute.

Step 5: After completing the first four steps in the process with no agreeable resolution reached, either party may refer the matter to Fair Work Australia for conciliation and/or arbitration. Matters may only be referred to Fair Work Australia when all steps in these procedures have been exhausted. All parties agree to accept and be bound by any final decision of Fair Work Australia.

G18 LEAVE

(1) Annual Leave

(a) Annual leave to the extent of four (4) weeks per annum (exclusive of Public Holidays observed on a working day) shall accrue to each employee proportionately each pay period.

(b) (i) Subject to paragraphs (ii) and (iii) hereof, annual leave entitlements accrued up to 30 June each year shall be taken in the ensuing financial year.

(ii) In special circumstances the relevant Divisional Manager may approve the accumulation of all or part of any annual leave accrued but total leave accumulated at 30 June in any year shall not exceed a maximum of fifty (50) days.

(iii) If the relevant Divisional Manager is of the opinion that it is not practicable to allow an employee to take the whole or any part of the quantum within the financial year that it was due to be taken, the leave may be mutually postponed.

(c) (i) Annual leave for Salaried employees shall be taken at the salary the employee was receiving immediately prior to the taking of the leave except where the employee takes such leave immediately following a period of relief in a higher classification.

In these circumstances the employee shall be paid at the salary the employee would have received if the employee were carrying out normal duties.
(ii) A Salaried employee who takes Annual Leave during a period of relief (i.e. where a continuous period of relief is interrupted by the taking of Annual Leave) shall be paid for such leave at the relieving rate.

(iii) The rate of pay for a Wages employee entering on annual leave shall be the employees "ordinary rate of pay" (see subclause (4) of Clause W2 Wages).

(d) In the event of the resignation or retirement of an employee, the cash equivalent of all accumulated annual leave due to such employee and untaken at the date of resignation or retirement shall be paid to the employee concerned. The cash value of such leave shall be calculated at the salary the employee was receiving immediately prior to resignation or retirement.

(e) In addition to the benefits of four (4) weeks Annual Leave, an employee who, during the year of employment with the Corporation was a seven (7) day shift worker shall be entitled to the additional leave as below specified:-

(i) If during the year of employment the employee has served the Corporation continuously as such seven (7) day shift worker, the additional leave with respect of that year shall be one (1) week.

(ii) If during the year of employment the employee has served for only portion of it as such seven (7) day shift worker, the additional leave shall be one half day for every eighteen (18) ordinary shifts worked as a seven (7) day shift worker.

(f) Cashing out of Annual Leave

(i) Employees covered by this agreement may avail themselves of the opportunity to cash out their accrued annual leave.

(ii) Annual Leave will only be cashed out at the employees request with the mutual agreement between an employee and their Divisional Manager.

(iii) A maximum of two (2) weeks accrued annual leave may be cashed out each calendar year.

(iv) The minimum amount that may be cashed out is one week per occasion.

(v) All employees must maintain a minimum balance of 4 weeks accrued annual leave in order to be eligible.

(vi) Employees, who wish to cash out their accrued annual leave, must apply in writing to their Divisional Manager. Such application will not be unreasonably refused.

(g) Christmas Shutdown

(i) Between the Christmas and New Year period the Corporation's Head Office and Customer Centres will effectively "shut-down", for operational purposes however, a limited number of staff will be required to work during this period.

(ii) During the "shut-down" period employees are encouraged to take a portion of their accrued annual leave. However, employees may also be able to access other types of leave such as Rostered Days, Leave without Pay, flexible leave days, accrued Public Holidays or time of in lieu of payment for overtime as per clause G13 Overtime subclause (8) on agreement with their Manager.

(iii) Employees who would prefer to not take leave during the shutdown period, or have pre-determined plans for their Annual Leave should discuss with their
Manager so that consideration can be given to working arrangements for the shutdown.

(iv) Volunteers to work the period will be called for when staffing for the period is determined.

Where a volunteer could continue to operate and perform their ordinary functions in an efficient and productive manner during this period, they shall be able to do so.

If this is not practicable employees may be redeployed by the Corporation to perform other duties.

(v) Provided that no employee may be required to take leave where the employee has less than 20 days accrued annual leave.

(h) **Management of excessive annual leave**

(i) Where an employee has accrued more than 50 days Annual Leave their Manager shall initiate discussions with the employee in accordance with the Hunter Water Annual Leave policy.

(ii) The purpose of these discussions shall be to give effect to the provision of that policy and to assist in the effective management of annual leave.

(2) **Parental Leave (maternity, paternity and adoption leave)**

In addition to the Parental Leave provisions detailed in Part 2-2, Division 5 of the Fair Work Act 2009 (Cth), the following conditions will apply:

**Paid Maternity/Adoption Leave**

(a) For the purposes of Maternity Leave, entitlements will include fourteen (14) weeks paid Maternity Leave which will be available to full time female employees who have completed 40 weeks continuous service. This may be taken as either fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay.

Part-time employees will have a pro-rate entitlement.

(b) For the purposes of adoption leave, parental leave entitlements will include paid leave which will be available to full-time employees who have completed forty (40) weeks continuous service:

(i) If the child is aged 1-5:-

- three (3) weeks at their ordinary rate of pay; or
- six (6) weeks at half their ordinary rate of pay

commencing from the date of placement of the child.

For the purposes of this clause "ordinary rate of pay" will mean the amount paid for the standard working hours.

(ii) Where the employee is the primary care giver and the child is under twelve (12) months old:-

- fourteen (14) weeks at their ordinary rate of pay; or
- twenty-eight (28) weeks at half their ordinary rate of pay.
(iii) For part-time employees, paid leave detailed in (1) and (2) above will be at a pro rata rate.

Unpaid Maternity/Adoption Leave

(c) The twelve (12) month unpaid Maternity/Adoption Leave entitlement may be taken as follows:-

(i) full-time, for up to a maximum of twelve (12) months, from the child's date of birth/placement of the child, or

(ii) part-time, up to a maximum of two (2) years, from the child's date of birth/placement of the child, or

(iii) a combination of full-time and part-time leave, provided that no more than twelve (12) months' Maternity/Adoption Leave on a full-time basis is taken and that the balance taken part-time will conclude before the child's second birthday/second anniversary of the child being placed.

Paid Paternity Leave

(d) Paid paternity leave will be available to all full-time or part-time employees who have completed forty (40) weeks of continuous service immediately prior to their spouse giving birth. The entitlements to paid paternity are as follows

(i) Eligible full-time employees are entitled to one (1) week leave on full pay.

(ii) Part-time employees will have a pro-rata entitlement.

(iii) Paid paternity leave will commence from the date of birth of the child and must be taken in a continuous block.

(f) Right to request

(i) An employee entitled to parental leave may request the employer to allow the employee:

1 to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

3 to return from a period of parental leave on a part-time basis until the child reaches school age;

...to assist the employee in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) Employee's request and the employer's decision to be in writing...
The employee's request and the employer's decision made under f(i)(2) and f(i)(3) must be recorded in writing.

(iv) Request to return to work part-time

Where an employee wishes to make a request under f(i)(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(g) Communication during parental leave

(i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

1. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

2. provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (i).

(h) An employer must not fail to re-engage a regular casual employee because:

(i) the employee or employee's spouse is pregnant; or

(ii) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(3) Compassionate Leave

(a) An employee, other than a casual employee, shall be entitled to up to three (3) day's compassionate leave without deduction of pay for the purposes of spending time with a person who:

(i) is a member of the employee's immediate family or a member of the employee's household, and has a personal illness, or injury, that poses a serious threat to his or her life; or

(ii) after the death of a member of the employee's immediate family or a member of the employee's household.

(b) Compassionate leave shall be available to the employee in respect of the above prescribed for the purposes of Personal/Carers' Leave in Clause G18 (4)(c)(iii), as well as son-in-law and daughter-in-law, provided that for the purpose of Compassionate leave, the employee need not have been responsible for the care of the person concerned.
(c) The employee must notify the employer as soon as practicable of the intention to take Compassionate leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

(d) An employee shall be entitled to a maximum of a further two (2) days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's relative as referred to in (b), and where such employee travels outside of Australia to attend the funeral.

(e) An employee shall not be entitled to Compassionate leave under this clause during any period in respect of which the employee has been granted other leave.

(f) Compassionate leave may be taken in conjunction with other leave which is available in the context of personal/carer's leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

(g) **Compassionate Leave entitlements for casual employees**

(i) Subject to the evidentiary and notice requirements in (c) above casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in (b) above.

(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(4) **Personal/Carer's Leave**

(a) Upon completion of three (3) months' continuous service with the Corporation, where an employee is absent from duty owing to:

(i) personal ill-health or injury which is not due to the employee's negligence ('Sick Leave'); or

(ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, or injury, of the member; or an unexpected emergency affecting the member ('Family Leave');

The employee shall be paid ordinary pay during such absence subject to the below provisions.

(b) **Sick Leave**

(i) An employee absent from duty by reason of such ill health or accident shall, if practicable, within four (4) hours of his/her regular starting time notify the Corporation of the reason for absence.

(ii) An employee absent on account of such ill health or accident, for more than three (3) days, shall forward to the Corporation a medical certificate showing the nature of the illness. In cases of extended absence, the relevant
Manager may, if thought fit, require a fresh medical certificate to be furnished each week.

(iii) Should the Corporation require an employee to furnish a medical certificate in respect of periods of absence of less than three (3) days, the Corporation shall advise the employee in advance and bear the actual cost to the employee of obtaining such medical certificate required, providing such certificates shall certify that the employee is unable to perform normal duties.

(iv) Should the Corporation become concerned as to the extent or nature of sick leave taken by an employee, the Corporation may require that employee to attend a medical practitioner nominated by the Corporation for the purpose of:

- Satisfying itself that the employee is or was unable on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.
- Satisfying itself that the Corporation's duty of care to employees in respect to Occupational Health and Safety is appropriately exercised.

(v) The Sick Leave entitlement of a part-time employee shall be pro rata. Any employee varying from full-time to part-time (or vice versa) shall have their entitlement adjusted on a pro-rata basis.

(vi) Such employee shall be entitled to payment for non-attendance on the grounds of accident or ill-health up to ten (10) days in each year of service (equal to two (2) ordinary working weeks); provided that should any such employee be entitled to receive compensation for such accident or ill-health under any Act relating to compensation for workers, sick leave shall not apply.

(vii) Sick leave shall accumulate from year to year so that such entitlements or any part thereof, if not granted, shall be available to the employee in a subsequent year upon the same conditions without diminution of the entitlements for that year.

(viii) At the expiration of all sick leave entitlements, an employee may be granted such periods of sick leave without pay as the Corporation may determine.

(ix) If an employee has exhausted all paid sick leave entitlements, the relevant Manager, on being satisfied that further leave is necessary on account of ill health, may at his/her discretion grant additional sick leave on full pay.

(c) Family Leave

(i) In addition to the above sick leave entitlements, employees, other than a casual employee, will have an entitlement to family leave of a further five (5) days per annum.

(ii) The annual five (5) days family leave entitlement is not cumulative.

(iii) Family Leave may only be used for illness of a family/household member where the illness is such as to require care by another person ("Carer’s Leave") or an "unexpected emergency" affecting the member ("Special Leave"). A family/household member is a person who is:

1 a spouse of the employee; or
2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bonafide domestic basis although not legally married to that person; or

3 a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

4 a same sex partner who lives with the employee as the de facto partner of that employee on a bonafide domestic basis; or

5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

- "relative" means a person related by blood, marriage or affinity;
- "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- "household" means a family group living in the same domestic dwelling.

(iv) Special Leave

An employee may be granted special leave by their General Manager in the case of pressing necessity without deduction from ordinary pay for periods not exceeding two and a half (2 ½) days per annum.

In the case of an "unexpected emergency", leave will be granted only in extraordinary or emergency circumstances where employees are forced to absent themselves from duty because of urgent pressing necessity and such leave as is granted will be limited to the time necessary to cover the immediate emergency. Any absence occasioned by personal exigencies, which might fairly be regarded as an obligation on the employee, rather than the employer, to make good, will be charged against the ordinary leave credits of the employee.

(v) In the case of an illness of a family/household member, the Corporation may require an employee to produce a Medical Certificate stating that the illness is such as to require the care by another person.

(vi) Only one person can take Carers' leave for an ill person (eg only mother or father take time off to care for a sick child, not both parents).

(vii) If it is required, employees will be able to access a further five (5) days of their annual "Sick Leave" entitlement for the purposes of caring for a family/household member suffering an injury/illness. The above provisions determining access to "Family Leave" will still apply.

(d) Personal Carers Entitlement for casual employees

(i) Subject to the evidentiary and notice requirements in (v) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in (4)(c)(iii) above who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

Further facilitative arrangements available for use in association with Personal Carers' Leave.

Unpaid Leave for Family Purposes - An employee may elect, with the consent of the Corporation to take unpaid leave for the purpose of providing care to a family member, as defined in (4)(c)(iii) above, who is ill.

Time off in Lieu of Payment for Overtime. See Clause G13 (8) – Time off in lieu of pay for overtime.

Make-up time. See Clause G10 Hours of Work (3) (d) Make-up time.

Rostered Days Off. See Clause G10 Hours of Work (3) (a) Flexible Arrangements (Employee Requests).

Long Service Leave

(a) Long Service Leave shall accrue to each employee at the rate of four and a third (4 1/3) days per year for each year of service up until ten (10) years.

After the completion of the first ten (10) years of continuous service, long service leave will accrue at the rate of 10.92 days per year.

(b) An employee is entitled to long service leave after the completion of seven (7) years continuous service.

After completion of the first seven (7) years of an employee's service, Long Service Leave shall accrue from month to month pro rata.

Where the services of an employee are terminated or cease for any reason, the Corporation shall pay to the employee, the money value of all Long Service Leave not taken at the time of the termination of the employee's services.

(c) The term "days" shall include all days other than Saturdays and Sundays.

(d) Where the services of an employee who has completed at least five (5) years' continuous service as an adult and less than seven (7) years' overall service are terminated by the Corporation for any reason except for serious and wilful misconduct or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, shall be entitled to be paid as Long Service Leave a proportionate amount on the basis of two (2) months' for ten (10) years (such service to include service with the Corporation as an adult and otherwise than as an adult).

(e) An employee who terminates their service on account of illness, incapacity or domestic or other pressing necessity must include in the notification of resignation the reason for leaving the Corporation.
The cash value of Long Service Leave payable to a Wages employee shall be at the ordinary rate of pay (see Clause W2 (4)) and for a Salaried employee shall be calculated at the salary the employee was receiving immediately prior to termination.

For the purpose of computing the amount of Long Service Leave accrued to an employee under this clause, subject to the employee's consent, periods of Leave Without Pay for three (3) months or more under this Agreement shall not be deemed to be included in the period of service.

The length of employment of an employee for the purpose of this clause shall be determined in respect of service as from the date of first employment by the Corporation unless there has been a break in the continuity of service, in which case the length of time not employed shall be deducted.

Cash payment for Long Service Leave on termination under the above provisions shall be in extinction of all such leave.

Aborigines National Day

Aboriginal employees may apply to the Corporation to be granted one (1) day's Special Leave per annum to participate in National Aboriginal Day celebrations and such leave shall not be unreasonably withheld.

Employees, other than seven (7) day continuous shift workers, and employees paid an annualised salary in which leave loading forms part of the rate of pay, shall be granted an annual leave loading, equivalent to $\frac{17}{50}$ of four (4) weeks' ordinary salary/wages (for this purpose 'ordinary salary/wages' does not include any regular payment made on an annual or weekly basis as compensation for shift work performed).

The full entitlement to the loading on annual leave that the employee has accrued over the previous leave year is to be paid to him/her on the first occasion on which he/she takes sufficient annual leave to permit him/her to be absent from duty for at least two (2) consecutive weeks after 1 December in any year. The loading will apply only to leave accrued in the year ending on the preceding 30 November.

In the event of no such absence occurring by 30 November of the following year, the employee (being still employed) is to be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous leave year, notwithstanding that he/she has not entered on leave.

Shift Workers. Unless determined otherwise, shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty, or the $\frac{17}{50}$ annual leave loading as prescribed, whichever is the more favourable. Payment of shift premiums and penalty rates shall not be made for public holidays which occur during such period of annual leave, nor to compensatory leave which has been added to a period of annual leave in respect of public holidays worked, or public holidays which fall on a seven (7) day shift worker's rostered day off during a period of leave. In the case of seven (7) day continuous shift workers, the $\frac{17}{50}$ annual leave loading is to be calculated on the basis of $\frac{17}{50}$ of five (5) weeks' ordinary wages/salary.

There shall be a leave year ending 30 November in every year.

Upon retirement, resignation, or termination by the employer for any reason other than misconduct, an employee who has not taken annual leave qualifying him/her for payment of an annual leave loading since the preceding 1 December, shall be paid the loading which
would have been payable had such leave been taken. The annual leave loading is not payable when an employee is granted recreation leave to his/her credit, or the monetary value thereof on resignation or dismissal for misconduct.

(7) Broken service during a year does not attract the annual leave loading, eg if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.

(8) Rate of Payment. The annual leaving loading is to be calculated on the wage/salary rate paid for leave when taken, ie new rates granted by Agreement, National Wage Case Decisions, increments, etc during the period of leave are to be taken into account unless otherwise prescribed by this Agreement and, if necessary, retrospective adjustment of the loading is to be made. Where payment is made as at 30 November, because no period of two (2) weeks' leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.

(9) Provided adequate notice is given, the annual leave loading will be paid prior to entry on leave, normally at the same time as the advance on wages/salary.

G20 WAGES/SALARY PACKAGING

(1) Where the Corporation agrees, an employee may elect to receive their wage/salary entitlements in a remuneration package for all ordinary time as follows:-

(a) The benefit of:
   • a motor vehicle
   • any other benefit mutually agreed, and

(b) An amount of wages/salary equal to the difference between the employee's total package and the amount specified by the Corporation from time to time for the benefit received by the employee in respect to (a) above.

(2) The agreement, the terms and conditions of which shall be in writing and signed by both the Corporation and the employee, shall detail the components of the total remuneration package. A copy of the agreement shall be made available to the employee and where authorised by the employee a copy shall be made available to the relevant union.

(3) The configuration of the remuneration package shall remain in force for a period agreed between the employee and the Corporation.

(4) Except for the provisions related to private use of motor vehicles prescribed by sub-clause (6) below, the Corporation will advise the employee in writing of the value of other benefits before the agreement is entered into.

(5) Where, at the annual reconciliation the full amount allocated to a specific benefit has not been utilised, it will be paid as wages/salary which will be subject to usual taxation requirements.

(6) **Motor Vehicle**

Where the provision of a motor vehicle for private usage forms part of the remuneration package, the basis for determining the benefit will be agreed and there will be an annual reconciliation of the benefit received by the employee at which time the balance required to be paid by either the Corporation or the employee will be determined.

(7) **Superannuation**
(a) Notwithstanding the wages/salaries prescribed by this Agreement an employee may elect, subject to the agreement of the Corporation to sacrifice a portion of the wage/salary payable under this Agreement to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable wage/salary" means the employee's wage/salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

(b) Where the employee has elected to sacrifice a portion of that payable wage/salary to additional employer superannuation contributions:

(i) subject to Australian Taxation law, the sacrificed portion of wage/salary will reduce the wage/salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

(ii) any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payment for leave taken in service, to which an employee is entitled under this Agreement or any applicable Agreement, Act or statute which is expressed to be determined by reference to an employees wage/salary, shall be calculated by reference to the wage/salary which would have applied to the employee under this Agreement in the absence of any wage/salary sacrifice to superannuation made under this Agreement.

(c) The employee may elect to have the portion of payable wage/salary which is sacrificed to additional employer superannuation contributions:

(i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or

(ii) paid into a private sector complying superannuation scheme as employer superannuation contributions.

(d) Where an employee elects to wage/salary sacrifice in terms of sub-clause (c) above, the employer will pay the sacrificed amount into the relevant superannuation fund.

(e) Where the employee is a member of a superannuation scheme established under:

(i) the Superannuation Act 1916;

(ii) the State Authorities Superannuation Act 1987;

(iii) the State Authorities Non-contributory Superannuation Act 1987; or

(iv) the First State Superannuation Act 1992,

the Corporation must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) above is included in the employee's superannuable wage/salary which is notified to the New South Wales public sector superannuation trustee corporations.

(f) Where, prior to electing to sacrifice a portion of his/her wage/salary to superannuation, an employee had entered into an agreement with the Corporation to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (e) above, the Corporation will continue to base contributions to that fund on the wage/salary payable under this Agreement to the same extent as applied before the employee sacrificed portion of that wage/salary to superannuation. This clause applies even though the superannuation contributions made by the Corporation may be in excess of
superannuation guarantee requirements after the wage/salary sacrificed is implemented.

G21 REDUNDANCY & REDEPLOYMENT

(1) This clause relates to the procedures and entitlements, in the event that employees become displaced due to business and operational changes.

(2) HWC is committed to achieving continuous improvement in the performance of its business activities. Where changes result in employees become displaced, the Corporation is highly conscious of its responsibility as an employer and wider social objectives in relation to the community.

(3) Voluntary redundancy may be offered to employees who are displaced or where there is a need to rightsize a particular function or occupational group. The Corporation has the right to reject an application for redundancy from an employee it wishes to retain.

(4) Where it has been identified that surplus employees exist, the available options are:

- Voluntary Redundancy
- Redeployment
- Involuntary Redundancy

(5) In the event that an employee becomes displaced, the process will incorporate the following steps:

(a) Employees will be advised, in writing, as soon as possible after the decision that they are excess to Corporation requirements;

(b) Human Resources and Division Managers will identify, as far as is practical, redeployment opportunities for displaced employees; and

(c) Displaced employees will be asked to indicate a choice between redeployment (where such opportunity exists) and voluntary redundancy;

(d) To assist employees in the decision making process as provided above, HWC will offer a range of support services including: financial planning, emotional support and counselling through the Employee Assistance Program and Career Transition Services.

(6) Voluntary Redundancy

(a) An employee who has chosen voluntary redundancy is entitled to the voluntary redundancy package outlined at (6)(c), together with an additional payment of up to 25 weeks for early acceptance, subject to certain conditions outlined below.

(b) Early Acceptance

Persons who accept voluntary redundancy within 3 weeks of an offer being made and terminate employment within the time nominated by the Corporation, will be entitled to the following additional payments

- Less than 1 years service 5 weeks pay;
- 1 year and less than 2 years service 10 weeks pay
- 2 years and less than 3 years service 15 weeks pay
- 3 years service and over, 25 weeks pay

For the purposes of calculating any additional severance payment under this section, part-time service will be converted to the full-time equivalent.
(c) **Components of Package**

The redundancy package consists of the following components:

- 4 weeks pay in lieu of notice* (at current weekly/fortnightly rate)
- Severance pay at the rate of 2 weeks per year of continuous service with a maximum of 30 weeks.
  Where payments are based on years of service, proportionate amounts will apply for each completed 3 months. For the purposes of calculating the severance payment part-time service will be converted to the full-time equivalent.
- For employees aged above 45 an additional 1 week will be paid
- Pro rata annual leave loading in respect to leave accrued at the date of termination.*
- The benefit allowable as a contributor to a retirement fund.

* For part-time employees payment will be made on a pro rata basis.

(d) Voluntary redundancy will not be available to:

- Employees subject to termination on the ground of misconduct or unsatisfactory service;
- Employees engaged on a short term and/or casual basis or for specific contract period(s);
- Temporary employees;
- Apprentices whose service would normally be terminated at the conclusion of their apprenticeship or within a short period thereafter;
- Employees on Workers' Compensation whose injury/illness could result in termination of services; and
- Employees on selective duties as a result of a work related injury or illness.

(e) Employees who have taken voluntary redundancy will not be directly re-employed in any capacity (including employment in a temporary, part-time, casual, consultancy capacity) with the Corporation or its subsidiaries, within the period covered by their redundancy payment excluding any period for payment in lieu of notice (ie maximum of 56 weeks).

(f) Any person employed pre Corporation (January 1992) who has continuous service in a public sector organisation listed in Schedule 1 to 3 of the Public Sector Management Act 1988 will have service recognised for redundancy purposes provided no previous redundancy payment has been made for this period.

(g) Care should be taken not to discriminate for redundancy, particular employees or groups of employees. The Anti-Discrimination Act excludes discrimination on the grounds of race, sex, marital status, ethnic origin, disability, homosexuality, transgender identity, age and responsibilities as a carer and these and other non-relevant factors should not be taken into account in the redundancy process.

(h) Redundancy should not be used to deal with poor job performance or substitute for disciplinary measures. Rather, the usual performance management mechanisms shall be used in these instances.

(7) **Redeployment**

(a) Employees who do not elect to accept voluntary redundancy may elect redeployment within the organisation. If redeployment is elected, employees will enter the redeployment pool which is co-ordinated and managed by Human Resources.
The purpose of the redeployment pool is to provide employees with the opportunity to seek and secure alternative employment either within, or outside of the Corporation. Members of the redeployment pool will be considered for suitable roles within their skill base, as they become available within the Corporation. The work carried out by people in this pool is not provided on an on-going basis.

When there is insufficient project work throughout the business, employees in the redeployment pool may be directed to take leave.

Redeployment will be for a maximum of 12 month period during which time employees will undertake an extensive compulsory external support program to maximise placement opportunities both internally and externally. Details of this program are below at sub-clause (f).

For the purposes of calculating the Redeployment period, any placement of a redeployed employee greater than 1 month which is within a budgeted position that sits within the Corporation's establishment will not be included in the 12 month redeployment period.

Compulsory Redeployment Program

Within the first 3 months of entering the redeployment pool, employees will undertake an intensive external program. This program will include:

- An initial skills assessment;
- Identified training and development opportunities;
- Resume and interview preparation;
- Job search assistance;
- Career coaching and counselling; and
- Financial planning.

Although this intensive program is for a 3 month period, displaced employees will receive all reasonable support ie coaching, counselling and financial planning advice, within the 12 month redeployment period.

If a displaced employee elects to accept voluntary redundancy and exits the Corporation within the 3 months of entering the redeployment program, they will still be eligible for the additional “early acceptance” payment as outlined above (this is conditional on compliance with the Compulsory Redeployment Program outlined at sub-clause (f)). However, if redundancy is accepted after this time, the displaced employee will not be eligible for the early acceptance payment, ie up to the maximum of 25 weeks.

Redeployment provides displaced employees with the opportunity to seek secure alternative employment. Although Human Resources will assist employees in securing opportunities within the Corporation, the employee must also share this responsibility by actively seeking alternate employment both within and outside of the Corporation during the 12 month redeployment period.

As a last and unavoidable resort, involuntary redundancy will apply to any displaced employee who has been unsuccessful in gaining a suitable role within the Corporation during the 12 month redeployment period.

Involuntary Redundancy

If the offer of voluntary redundancy to employees for whom redeployment is not practicable is not accepted, the Managing Director may approve involuntary redundancy. The involuntary redundancy benefit quantum is the same as that for voluntary redundancy, excluding the additional “early acceptance” payment of up to 25 weeks.
(9) Transition Services

(a) The Corporation has a range of measures to assist employees in managing their future transition. These are:

(i) Internal Services

- Entitlement advice, such as payout of accrued leave and exit calculations;
- Arranging for employees to meet with State Super Financial Services for financial counselling;
- External counselling service through EAP providers for one to one counselling.

(iii) External Outplacement and Career Transition Services:

Where required, to meet the specific needs of individuals, services such as resume/interview preparation assistance, job search assistance, retraining, guidance for early retirement and career coaching will be provided.

(b) How to Access the Transition Services:

In order to be able to access the range of employee transition services, an employee's position will have been identified as surplus and the person may be:

- Thinking of voluntary redundancy;
- Have signed up for voluntary redundancy;
- Chosen redeployment

After discussion between the employee and their manager, Human Resources staff will discuss entitlements, options etc with employees to assist in decisions about their future.

(c) Transition Services Provided

In addition to the voluntary redundancy package, with approval, up to $5000 per person will be available for:

(i) Outplacement services provided by a local provider (which may form part of the compulsory redeployment program) as outlined above;

(ii) Training, where requested by the individual and approved by the Corporation.

Approval must be granted prior to the individual leaving the corporation. These funds are not available for purchase of equipment and must be used within 24 months of the employee exiting the Corporation.

(d) Training can be:

(i) Short Courses:

- In-house;
- Through external training providers eg PC courses, first aid training, traffic control, report writing etc.

(ii) Tertiary Course (TAFE, University)

- The Corporation may pay a portion of fees, on production of receipts. This may include purchase of text books for study.
NB Reasonable time may be granted in Corporation hours to undertake the training requested, with approval of the relevant manager and as long as it is compatible with the individual’s training plan.

Some employees may request internal on the job training. This may be granted if “reasonable” time is requested and this can be accommodation by the Division.

It is generally expected external on the job training will be scheduled in the employee’s own time e.g. whilst on annual leave etc.

(e) Procedure

After discussing options with the internal and/or external services, and Human Resources, applicable employees must apply in writing to access the funds. In this submission, employees must outline the details of the courses they wish to attend (title, institution, cost and start time) and how this fits in with their career plan. Prior approval must be granted before any payments are made.

Individuals must pay for the course and upon submitting proof of payment, e.g. receipts, the Corporation will make the reimbursement.

G22 UNIFORMS/CLOTHING

(1) Where the Corporation requires an employee to wear clothes of a particular design, the Corporation shall provide an adequate supply of them.

(2) Damaged Clothing Compensation - An employee on providing satisfactory evidence to their relevant Business Unit Manager will receive compensation to the extent of the damage sustained to any of the private apparel being worn while in the course of carrying out their duties.

G23 POLICY MATTERS

The following leave and allowance entitlements are included in the Corporation’s Policy Manual:-

Leave -

• Blood Donor Leave
• Fire Fighting Leave
• Jury Service
• Military leave
• Naturalisation Ceremony Leave
• Study Leave
• Trade Union Training Leave
• War caused disability leave
• Leave without pay

Allowances -

• Driving Licence Allowances
• Telephone Allowances

The Corporation will not vary the policy in respect to any of the above entitlements, existing immediately prior to the date of this Agreement, without the consent of the relevant Unions.
An employee may request, and the Corporation may allow an employee to take up to 10 days annual leave in single day absences.

The employer may agree to the request, provided the employee and the employer genuinely agree to the arrangement, and the employee is better off overall.

The employer must ensure that the individual flexibility arrangement:

(a) Is in writing; and
(b) Includes the name of the employer and employee; and
(c) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
(d) Includes details of:
   (i) The terms of the collective agreement that will be varied by the arrangement; and
   (ii) How the arrangement will vary the effect of the terms; and
   (iii) How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
   (iv) States the day on which the arrangement commences.

The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The employer or employee may terminate the individual flexibility arrangement:

(a) By giving no more than 28 days written notice to the other party to the arrangement; or
(b) If the employer and employee agree in writing – at any time.

The employer is responsible for ensuring that all of the requirements of Clause 2 are met.

The employer must provide copies of all flexibility arrangements made under this clause to the Union, upon request.

The parties agree to commit to the joint development and implementation of the following initiatives throughout the life of this Agreement:

(1) Introduction of a Global Vehicle Positioning System in all Corporation vehicles; and
(2) The review of existing Drug and Alcohol and Fitness for Work policies and the implementation of a revised policy which includes drug and alcohol testing for employees with guidelines to be progressed through relevant OH&S Committees and consultation with Unions.

With regards to sub-clause (1), a Joint Working Group made up of Management and Union nominated Union representatives will be established to develop and formalise policies on:

(i) Limited private use of vehicles
(ii) Access to and use of GPS data

Notwithstanding anything to the contrary contained in this Agreement, the Corporation shall not alter to the detriment, any conditions enjoyed by an employee covered by this Agreement at the date of this Agreement without the consent of the relevant Union.
WAGES SECTION - WAGES EMPLOYEES (Non-Annualised Wage)

W1 OCCUPATIONS

(1) The Occupations subject to this part are all the classifications outlined in Schedule 1.

W2 WAGES

(1) Full-time employees shall be paid the wages prescribed for their classification in the Scale set out in Schedule 1 on a weekly basis. Payment will be made direct to a bank account or other financial institution.

(2) All employees shall be required to submit and sign their own time sheets which will be the claim for wages.

(3) All wages shall be paid weekly and the Corporation shall have the right to hold one (1) week's pay in hand.

(4) Where it is necessary to determine an employee's "ordinary rate of pay", it shall be determined on the basis of the majority rate paid (the classification with the most hours paid) to the employee for the previous twelve (12) month period. Provided that where an employee has been appointed to a higher classification or has worked for a period of three (3) months continuously at a higher classification at the time the determination of the employee's ordinary rate of pay is to be made, such employee's ordinary rate of pay shall be the higher rate.

W3 RELIEF

Any employee being required to perform the work of a higher grade shall be paid, whilst so employed, the wages attaching to such higher grade. Should, however, such work on a higher grade continue for more than two (2) hours, the higher rate shall be paid for the full day.

Provided that no allowance is payable for relief occasioned by an employee being on rostered leave arising from the 38 hour week, 19 day month.

W4 MEAL ALLOWANCES

(1) An employee who works overtime for more than one (1) hour beyond the proper ceasing time, or two (2) or more hours immediately preceding the normal commencing time, shall were practicable be provided with a suitable meal or paid $8.80 as a meal allowance. If overtime continues he/she shall be entitled to an additional allowance for each further four (4) hours he/she is required for duty and reasonable meal breaks of twenty minutes allowed without deduction of pay provided however, that the first meal break shall not be taken until two (2) hours' overtime is worked after normal ceasing time.

(2) Should however, overtime proceed for more than one (1) hour after the normal ceasing time but does not extend for more than two (2) hours the employee shall not be allowed to take a meal break until ceasing work, when a twenty minutes paid meal break is to be added to his/her finishing time.
(3) An employee who commences work two (2) or more hours immediately preceding his/her normal commencing time shall be allowed a reasonable meal break of twenty minutes after four (4) hours work provided that if such meal break is due to be commenced at or after normal starting time, the meal break of twenty minutes shall be taken in lieu of the first twenty minute break specified in Clause G10 - (2)(f).

(4) Meal Time on Overtime, Saturdays, Sundays and Holidays

An employee notified prior to ceasing work on his/her last ordinary shift who works overtime on Saturdays, Sundays or Holidays shall be allowed a meal time of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked if the employee continued work after such meal time.

(5) Provision of Meal (Recalled Employee)

An employee who is recalled from his/her place of residence without being notified prior to the end of his/her last normal working shift shall be entitled to:

(a) a meal allowance of $8.80 for each completed four (4) hours;
(b) a meal break of twenty (20) minutes without deduction of pay for each completed four (4) hours.

(6) The allowance specified in this clause for meals will be reviewed annually.

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W5 SPECIAL RATES

(1) Wet Work

(a) Any employee working under conditions which are exceptionally wet from any cause, shall be paid $2.74 extra for the first hour or part thereof and 67 cents extra per hour or part thereof for each further hour. Such payment shall be paid from the first occurrence of the penalty until the employee ceases work for the day.

(b) Any employee working in a place where water other than rain is continually dropping from overhead so that the clothing of the employee becomes appreciably wet, or where there is water underfoot so that the feet of the employee become damp shall be paid $2.04 per day extra.

(c) When an employee is working under conditions of an exceptionally wet and dirty nature, he/she shall be paid $7.58 per day extra.

(2) Dirty Work

(a) Employees cleaning or tarring pipes, handling wet tarred pipes or doing work of a dirty nature in excess of conditions which could be normally expected for the classification that the employee is paid, including work in connection with transformers or hydraulic oil or creosote shall be paid $2.04 per day extra.

(b) Employees will be paid an extra dirty work allowance of $7.58 per day extra when coming into contact with sewage matter.

(c) Employees, when engaged in dirty work in connection with the overhaul of machinery, shall be paid $2.32 per day extra.

(d) Employees working under conditions which are of an exceptionally dirty nature shall be paid $7.58 per day extra.
(3) **Handling Chemicals**

(a) Employees loading, unloading, stacking or carrying cement, lime or alum in bags or handling empty cement, lime or alum bags, or working on the maintenance of alum or lime machines, shall be paid 61 cents per hour over ordinary rates up to four (4) hours. If the time exceeds four (4) hours, the employee shall be entitled to $3.94 per day extra.

(b) Employees handling lime, alum or other powdered chemicals at water treatment works shall be paid $2.65 per shift extra.

(c) Employees spreading bleaching powder shall be paid 67 cents per hour extra.

(d) Employees on maintenance of chlorine or fluoride chemical dosing machines or when handling caustic soda or acids shall be paid $1.27 cents per hour.

(4) **Height Allowance**

An employee working on any structure at a height of more than 6.0 metres shall be paid $4.42 per day in addition to his/her ordinary rate.

Provided that no such payment shall be made where either an adequate fixed support not less than 0.75 metres wide or a fixed scaffold fitted with a handrail is provided. This sub-clause shall not apply to riggers.

(5) **Confined Spaces**

An employee working in a confined space shall be paid 77 cents per hour extra. For the purpose of this sub-clause, confined space means a compartment or a place, the dimensions of which necessitate an employee working in a stooped or other cramped position or without proper ventilation.

(6) **Towing Allowance**

(a) A towing allowance of $4.71 per day shall be paid to drivers of vehicles when they tow registered plant or caravans.

(b) The above allowances are not payable for towing on a job site unless the towing vehicle is specially sent to the site to carry out the towing.

(7) **First Aid Allowance**

An employee carrying out first aid duties shall be paid an allowance of $1.29 cents per day in addition to his/her ordinary rate of pay.

(8) **Applying Obnoxious Substances**

(a) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid 77 cents per hour extra.

(b) For the purpose of this sub-clause all materials which include or require the addition of a catalyst hardener and reactive additives or two (2) pack catalyst system shall be deemed to be materials of a like nature.

(9) **Scaffolding and Rigging Allowance**

A tradesperson who at the direction of the Corporation obtains a Scaffolding or Rigging Certificate issued by the appropriate authority and is on duties where scaffolding could be required, shall be paid an allowance of $5.67 per week.
(10) **Wastewater Treatment Works Allowance**

Employees other than Classified Wastewater Treatment Works Maintenance personnel working within the confines of an operational Wastewater Treatment Works shall be paid 37 cents per hour extra whilst so engaged.

(11) **Fire Fighting Allowance**

An employee engaged in fire fighting including routine burning off on behalf of the Corporation shall be paid an allowance of 55 cents per hour whilst so engaged, in addition to his/her ordinary rate.

(12) **Working in Sewers or Sewer Wells**

Employees working in a sewer pipe not over 1.07 metres in height that is in use, or in a sewer well that is in use or has not been cleared out, or at the bottom of a sewer shaft that is more than 6.10 metres deep shall be paid whilst so employed at the marginal difference between the hourly rate for the work he/she performs and that of a labourer general, the marginal difference to be calculated on a 34 1/2 hour week basis.

(13) **Disability Allowance - Wastewater Operations /Wastewater Treatment**

A special disability allowance of $8.46 per day shall be paid to all employees working in Wastewater Operations/Wastewater Treatment. The payment of this allowance will preclude the payment of penalties for dirty conditions associated with the work or confined space. The allowance will be paid for all purposes of the agreement except Overtime and Sunday and Holiday Rates in which case it shall be paid as a flat rate of $1.08 (on an hourly basis) and not subject to penalty addition.

(14) **Wastewater Operations Allowance**

In addition to the allowance prescribed by sub-clause (13), an allowance of $6.07 per day shall be paid to all employees working in Wastewater Operations. This allowance shall cover all excessively dirty conditions associated with the work and require all employees to carry out the duties of appointment as directed.

The allowance will be paid for all purposes of the agreement except Overtime, Sunday and Holiday Rates and stand-by.

(15) **Standing-by in Connection with the Water Supply System or Sewerage System**

(a) An employee rostered to stand-by at his/her home shall be paid a daily standing-by allowance equivalent to two (2) hours' pay at single rates at his/her ordinary classification rate for each week-day night, Monday to Friday (excluding Public Holidays) he/she actually stands by.

(b) An employee rostered to stand-by at his/her home on a Saturday, Sunday or Public Holiday shall be paid a daily standing-by allowance equivalent to eight (8) hours' pay at single rates at his/her ordinary classification rate for each day, Saturday, Sunday or Public Holiday he/she actually stands-by.

(c) Provided that where an employee is required to stand-by on a Saturday, Sunday or Public Holiday at quarters away from his/her normal place of residence, he/she shall be paid a daily standing-by allowance equivalent to eight (8) hours' pay at time and one half rates at his/her ordinary classification rate for each day, Saturday, Sunday or Public Holiday he/she actually stands-by.
(d) Any overtime worked during the period covered by the above standing-by allowances shall be paid for in accordance with the provisions of Clause G13 - (Overtime) Clause G14 - (Sunday and Holiday Rates) and W4 Meal Allowances of this agreement, and shall be in addition to any standing-by allowance.

(16) Surveillance Allowance

(a) Any employee rostered to be available in connection with the alarm system at Chichester Dam shall be paid a daily surveillance allowance equivalent to two (2) hours' pay at single rates at his/her ordinary classification rate for each night, Monday to Sunday inclusive, he/she is actually available.

(b) Any overtime worked during the period covered by the surveillance allowance shall be paid in accordance with the provisions of Clause G13 - (Overtime), Clause G14 - (Sundays and Holiday Rates) and W4 - (Meal Allowances) and shall be paid in addition to any surveillance allowance.

(17) Special Rates not Cumulative

When more than one (1) of the disabilities set out in this clause exists on the same job, the Corporation shall be bound to pay only one (1) rate, namely the highest for the disabilities so prevailing, but where the disabilities are separate and distinctive they shall be cumulative.

(18) Special Rates not Subject to Penalty Additions

The special rates prescribed in this clause shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.

(a) Notification shall be given to the employee concerned of any claim for a special rate prescribed in this clause that is disallowed by a supervisor.

(b) In the case of disagreement between the supervisor and the employee over any special rate prescribed in this clause, the employee or a job delegate on his/her behalf may within twenty four (24) hours, refer the claim through the grievance handling procedures of this Agreement.

In such case, a decision shall be given on the employee's claim within two (2) normal working days of it being asked for or else the allowance shall be paid.

W6 DISTRICT ALLOWANCES

Until agreement is reached with the relevant Unions on alternative arrangements, the district allowances provisions applicable immediately prior to the date of this Agreement will continue to apply

i.e. - District Allowance Wastewater (DAW) = $3.40 per hour
- District allowance Other Duties (DAO) = $2.21 per hour
- District Allowance Leave (DAL) = $2.78 per hour

W7 FOLLOW-THE-JOB/DEPOT ALLOWANCE

(1) Follow-the-job
(a) A follow-the-job allowance of $21.23 per day will be paid to all employees required to follow the job and will be paid for each day of attendance at work except employees recalled for emergency call-outs.

(b) This allowance will not be paid for days absent due to paid leave including Public Holidays, Annual Leave, Sick Leave or Long Service Leave.

(c) An employee:-

(i) normally receiving this allowance but who is appointed to a depoted position will cease to receive such allowance immediately on taking up the appointment;

(ii) normally receiving this allowance but who elects to take up a depoted position will continue to receive the follow-the-job allowance for a period of two (2) months;

(iii) normally receiving this allowance and who is directed to transfer to a depoted position will continue to receive the follow-the-job allowance.

Follow-the-job employees who work planned overtime on a Saturday, Sunday or Public Holiday as specified in Clause G14 hereof, will be paid $21.23 per day for each day of attendance at work.

(d) Employees other than employees depoted in the Port Stephens area who reside south or west of the Hunter River from Newcastle to Raymond Terrace, or west of the Williams River, who are required to report direct to a work site and travel past the Soldiers Point turn off on the main Nelson Bay road to work sites on the southern side of Port Stephens or to work sites at Karuah and who are eligible for the above Travelling Allowance, shall be paid an additional allowance of $10.61 per day being reimbursement of fares and/or travelling time.

(e) Follow-the-job allowances are not applicable in circumstances where the employee is given access to a Corporation vehicle for transportation to and from the job site.

(2) Depot Allowance

An allowance of $9.73 per day will be paid to each employee required to report for work at a depot away from his/her home except for those employees in receipt of Follow-the-Job Allowance. This allowance will be paid for all Public Holidays, Annual Leave, Long Service Leave and paid Sick Leave, but will not be paid in respect of lump sum payments on resignation, retirement or death of an employee.

Depot employees who work overtime on a Saturday, Sunday or Public Holiday will be paid the Depot Allowance of $9.73 per day for each day of attendance at work.

An appointed depoted employee who transfers by application to another depoted appointment will continue to receive the depot allowance from the date of appointment (if applicable).

An appointed depot employee who is "directed" to transfer to another depot will receive Follow-the-Job allowance for a maximum period of two (2) months from the date of transfer.

W8 SERVICE PAYMENTS

(1) Employees who have completed twelve (12) months or more continuous service with the Corporation shall be entitled to the following service payments:-

After 1 years' service ..... at the rate of $2.50 per week
<table>
<thead>
<tr>
<th>Service Period</th>
<th>Rate</th>
</tr>
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<tbody>
<tr>
<td>2 years' service</td>
<td>$3.80 per week</td>
</tr>
<tr>
<td>3 years' service</td>
<td>$5.50 per week</td>
</tr>
<tr>
<td>6 years' service</td>
<td>$7.30 per week</td>
</tr>
<tr>
<td>10 years' service</td>
<td>$10.40 per week</td>
</tr>
</tbody>
</table>

(2) Such payment shall be included in the calculating of Annual, Sick and Long Service Leave, and other absences for which the employee is entitled to be paid his/her ordinary wage provided such payment shall not be subject to any premiums or penalty additions.

For the purpose of this clause, Continuous Service shall be deemed not to have been broken by:-

(a) any absence from work on leave granted by the Corporation; or
(b) any absence from work by reason of personal illness, injury or other reasonable cause.

(3) Service increments are not payable to -

(a) Mechanical Trades MT1, MT2 and MT3, or
(b) Mechanical Trades Assistants ME1 and ME2, or
(c) Electrical Trades Grades 1 to 5.
ANNUALISED WAGES SECTION - Annualised Wage employees

(1) This section applies to the occupations that fall under the following three (3) categories:
   (a) Operations Employees (OE's)
   (b) Warehouse Employees (WE)
   (c) Wastewater Treatment Employees (WWTE)

A1: OPERATIONS EMPLOYEES

(1) Occupations
   (a) The Occupations subject to this part are all classifications as prescribed by Schedule 2, "Schedule A" and "Schedule B".

(2) Annualised Wage Rate (AWR)
   (a) Maintenance employees shall, subject to this agreement, be paid on a weekly basis, an annualised wage rate (AWR) as prescribed for their classification in Schedule 2 for those with an excess hours bank (EHB) and for those without an excess hours bank.
   (b) There will be a single Annualised Wage Rate for each classification level except in Port Stephens.
   (c) The AWR includes Agreement wage rates and all allowances, standby payments and shift allowances, leave loading, non-taxable benefits (licence refund and telephone allowances) and excess hours payments (to the limit prescribed in Schedule 2 as an excess hours bank). Schedule B rates do not include shift allowances, standby payments or excess hours payments.
   (d) The AWR will be used to calculate weekly pay, and approved leave including sick leave to the extent of 10 days per annum, (i.e. 10 days for the 12 months commencing from the date that sick leave becomes due each year) public holidays, family leave, compassionate leave, termination and superannuation entitlements.
   (e) Duties required of Maintenance employees appointed under excess hours bank or no excess hours bank arrangements differ only in their requirements for participation on standby roster and attending after hours emergencies.

(3) Excess Hours Bank (EHB) – Employees Rostered for Standby
   (a) Each employee on the annualised wage rate (Schedule A) will have an excess hours bank (EHB).
   (b) The EHB will be determined by the employee's classification and is listed in Schedule A.
   (c) When maintenance employees are rostered for stand-by and required to work in excess of ordinary hours, they will not be paid for such excess hours worked. These employees will have the actual excess time worked credited against their EHB.
   (d) When maintenance employees are rostered for stand-by and are called out to work they will not receive additional payment for time worked on the call out. These employees will have the actual time worked credited against their EHB. Specific operational exclusions from EHB's are detailed as follows:-
(i) All emergency work on the CTGM (Chichester Trunk Gravitation Main)

(ii) All emergency work on vacuum sewerage systems exceeding 2 hours/employee/roster with a total for all employees of 4 hours/roster. Additional time over and above this will be paid overtime.

(iii) Removal of consumer restrictor discs.

For these functions overtime will be paid for actual hours worked calculated on the annualised hourly rate as detailed in Schedule “B” (paid at time and a half, double time or double time and a half as applicable).

(e) All maintenance employees appointed under Schedule “A” will have an allowance for stand-by credited against their EHB. The stand-by allowance to be credited will be at the following rate:-
- for each week day required to stand-by 1 hour,
- for each Saturday, Sunday or public holiday required to stand-by 8 hours

(f) When the credits of excess hours against the individuals EHB exceeds that allocated bank of excess hours, payment will be made at the single time annualised hourly rate specified in Schedule “A” for the remainder of the 12 month period. At the end of the 12 month period each employees accumulated credits (against their allocated bank of excess hours) will be reset for the start of the new period.

(g) Maintenance employees not on standby who are called out between 6pm and 6am on weekdays and anytime on Saturday, Sunday & Public Holidays will be paid for the actual time worked calculated on the annualised hourly rates as detailed in Schedule “B” attached (paid at time & a half, double time or 2.5 times as applicable) with the exception of :-

(i) No 4 hour minimum callout, and

(ii) No other allowances. These have been factored into the AWR. And such time will not be credited to their EHB.

(h) Any pre-planned work undertaken outside normal working hours will be paid for the actual hours worked calculated on the annualised hourly rates as detailed in Schedule B attached (paid at time and a half, double time or 2.5 times as applicable) with the exception of a) No 4 hour minimum and b) no other allowances. These have been factored into the AWR and such time will not be credited to their EHB.

Pre-planned work covers the following:-
- Construction works
- Cleaning of watermains/sewermains/reservoirs
- Major sewer repairs or replacement jobs after appropriate steps are taken to eliminate the emergency.

Pre-planned work does not cover any previously deferred repair works (eg held over water leak) and allocated to be commenced during normal working hours. Such works shall proceed to completion or to a stage where there is no customer impact or the job can be left safe. Any excess hours incurred shall be credited to the employees EHB.

Approval of work outside normal working hours for pre-planned work must be obtained from the relevant Field Supervisor.

(i) Maintenance employees not on standby roster who are called out between 6am and 6pm on normal work days will not receive additional payment but will have the time worked outside normal working hours credited to their EHB.
(j) Except when required to carry out pre-planned work as defined, maintenance employees not on standby roster who have commenced a job during normal working hours and finished outside normal working hours will not receive additional payment but will have the time worked credited to their EHB.

(k) Excess hours worked for the week and a cumulative balance of each employee's EHB will be shown on the employee's pay docket for employees to monitor their accumulation of excess hours.

(4) Operations – Employees Rostered for Standby

(a) Hours of Work

(i) All employees appointed to Schedule A positions are required to participate in a standby roster.

(ii) Any alterations to rosters will only be in exceptional circumstances and with the approval of the Field Supervisor.

(iii) Employees not on standby roster in a particular week will work ordinary hours of work (paid at single time AWR) between the span of 7am to 5.30 pm in accordance with the provisions of this agreement but subject to Clause (4)(e)(xi) Meal breaks, of this agreement.

Employees rostered to standby in a particular week will work ordinary hours of work (paid at single time AWR) from 9.30am to 6.00pm excepting Level 5 employees who will work 9.30am to 6.00pm normally and 10.30am to 7.00pm during the period October to March (Monday to Friday). This latter arrangement relating to Level 5 employees will be reviewed after the initial trial period relating to the change in roster frequency for them.

For time worked in excess of these hours - see excess hours bank (EHB).

(b) Relief

(i) Relief is when an employee is required to work in a higher classification as determined by base annual wage, Schedule A.

(ii) Any employee may be directed to carry out the duties of any position as defined by G6 (5) of this agreement.

(iii) An employee relieving in another position shall be paid the AWR for that position.

(iv) EHB adjustments following a period of relief.

1. Employee relieving in another position

   A Excess hours worked (except where payment has been made for overtime as defined) will be credited to relief employees EHB.

   B For cumulative relief exceeding 3 months (13 weeks) in an EHB year the allocated hours in the employees EHB will be adjusted on a pro-rata basis as per the following example:-

   eg. A Level 4 employee relieves a Level 5 employee for 6 months.

   Level 5 720
   Level 4 620
New adjusted bank for level 4 is 670 hours. No adjustment for Level 5 EHB.

<table>
<thead>
<tr>
<th>Level 4 ½ year as Level 4</th>
<th>310 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>½ year as Level 5</td>
<td>360 hours</td>
</tr>
<tr>
<td></td>
<td>670 hours</td>
</tr>
</tbody>
</table>

C No adjustment will be made to the allocated hours in the employees EHB for cumulative relief less than 3 months (13 weeks).

D As defined in Clause A1 (3) (f) payment will be made for time worked in excess of the employees allocated bank of hours. Excess hours will be paid at the employees substantive rate (single AWR) with an annual adjustment on a pro-rata basis for relief in a higher classification.

2. **Employee being relieved**

No adjustment will be made to the allocated hours in the employees EHB.

(v) Standby rosters undertaken by employees in relief positions will count towards their number of scheduled standby rosters in a year at their classification.

If cumulative relief exceeds 3 months (13 weeks) in an EHB year then a pro rata adjustment to the scheduled number of rosters will be made before payments for exceedance of scheduled rosters applies. The pro-rata adjustment will be rounded down to the nearest whole number.

Eg a Level 1 relieves a Level 5 for 6 months. The Level 1 scheduled number = 8. The Level 5 scheduled number = 11. Adjusted scheduled number of rosters for Level 1 undertaking relief is 4 + 5.5 = 9 (rounded down to nearest whole number).

(c) **Secondments**

(i) Secondment is when an employee is required to perform the functions of their own classification in another area.

(ii) Internal secondments within the Operations Business Unit for periods up to 5 days will not attract increased pay. Secondments for 5 days or more will attract the AWR applicable in that area or the employee's substantive AWR whichever is the greater and will be paid for the full period of secondment.

(iii) Employees may be allocated to any depot and work at any location directed irrespective of management boundaries nominated from time to time for orderly distribution of work.

(d) **Roster Operation**

(i) The weekly standby roster is as follows:-

- Two (2) Level 5 employees
- Three (3) Level 4 employees
- Three (3) Level 1 or 2 employees
- Two (2) Level 3 employees
- One (1) Level 4 Port Stephens employee

(ii) The roster arrangement in Port Stephens will continue ie the allocated employees will work a standby roster of one (1) week in three (3), on average.
(iii) Employees not allocated to Port Stephens will work a standby roster as follows:-

- Level 5 two (2) weeks in (9), on average
- Level 4 one (1) week in five (5), on average
- Level 3 one (1) week in four (4), on average
- Level 2/1 one (1) week in six (6), on average

(iv) The minimum annual scheduled number of rosters for each classification is as follows:

<table>
<thead>
<tr>
<th>Level</th>
<th>Port Stephens</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>11</td>
</tr>
<tr>
<td>4</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>1</td>
<td>8</td>
</tr>
</tbody>
</table>

An employee who undertakes a standby roster or part thereof in excess of their minimum annual schedule number of rosters at their classification will be compensated for the extra roster(s) under the following arrangement.

1. Standby will be paid at their substantive annualised wage rate (AWR) or relieving rate (if applicable) whichever is higher. This will be paid at 1 hour each day standby for normal working days and 8 hours each day for weekends or public holidays.

2. Overtime worked will be paid at the substantive annualised wage rate (AWR) or relieving rate (if applicable) whichever is higher. There will be no additional entitlements for allowances and payment will be made for actual time worked only.

3. The following conditions apply:-

   A. Swapping of standby rosters because of sick leave less than four weeks continuous duration, approved leave will be undertaken as the first priority.

   The employees scheduled number of rosters will only be adjusted under the following circumstances:-

   (i) when approved continuous leave (AL, LSL) exceeds 3 months (13 weeks)
   (ii) when unplanned continuous sick leave exceeds four weeks duration
   (iii) when work injury prevents completion of a roster
   (iv) when an employees substantive appointment level changes
   (v) when cumulative relief exceeds 3 months

In respect to (i), (ii) and (iii), the reduction in annual scheduled rosters will be equal to the number of rosters missed by the employee. In respect to planned absences (AL, LSL) of greater than 3 months, employees may be required to alter the commencement date to minimise the number of rosters missed.

In respect to (iv) and (v) above the scheduled number of rosters will be adjusted on a pro-rata basis and rounded down to the nearest whole number.
Should an employee not complete the minimum number of rosters in an EHB year for his substantive appointed level (and as adjusted for relief, promotion, approved continuous leave, unplanned absences of sick leave, workers compensation) then a payment reduction will be made at the completion of the 12 month roster period. The amount owing will be calculated as a direct proportion of the roster allowance, as prescribed in Schedule “A” Annualised Wage rate as per Schedule 2. The amount owing shall be repaid within 3 months of completion of the 12 month roster period.

Alternative to this pay reduction, a maximum of 1 complete roster owing can be carried forward to the next 12 month period and if this option is elected then no rosters can be carried forward to the subsequent year.

An employee who fails to meet his obligations for completing his scheduled number of rosters in two consecutive years may be excluded from participation on the roster (subject to review of circumstances) in which case wage payments will revert to Schedule “B” Annualised Wage rate for an Operations Employee (Level 1) as per Schedule 2 and the casual vacancy so caused filled by open applications.

B. Payment will be made after the employee’s annual scheduled number of rosters in their classification have been completed.

C. Employees are required to continue to participate on the normal roster cycle even if they have completed their minimum scheduled number unless they have arranged a volunteer to take their place and this shall be done in consultation with their field supervisor.

(v) When an employee is compensated for undertaking extra standby rosters as detailed above no standby or overtime hours will be credited to their excess hours bank (EHB) for the extra standby rosters.

(vi) If for some reason an employee cannot undertake scheduled part or full time standby duties, volunteers (in that classification or lower) will be sought to undertake the roster. To ensure the number of employees required for the weekly standby roster is maintained as per sub-clause (a) above if there are no volunteers (in that classification or lower) then one or more employees appointed under Schedule “B” or elsewhere will be requested to undertake the standby. There will be no guarantee that a replacement will be made for any employee who cannot complete part or full turn on the standby roster.

(vii) OEL1/2 when on standby will be provided a vehicle for work obligations when on standby.

(viii) Weekly standby roster will operate from 7.00am Friday to 7.00am the following Friday irrespective of the fall of public holidays.

(ix) Any request for annual leave/long service leave will take into account the employees standby obligations before approval is given which may require their roster being re-arranged to cater for these circumstances and/or the employee returning to work after annual leave at the commencement of the standby roster sub-clause (h) above.

(x) Employees must submit nominated leave each year for inclusion in a leave roster six months in advance of proposed leave. Restrictions will apply on total number of staff on leave at any time to minimise impact on normal business activities. In respect to Schedule “A” appointees the following guide is detailed.
<table>
<thead>
<tr>
<th>Classification</th>
<th>No. of Employees</th>
<th>Max. off/depot</th>
<th>Max. off (Total)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>9</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>15</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>2/1</td>
<td>18</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Port Stephens</td>
<td>3</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>53</strong></td>
<td><strong>7</strong></td>
<td><strong>19</strong></td>
</tr>
</tbody>
</table>

(xi) If appointee numbers at any classification reduce to a level where roster frequency can be adjusted and this option is implemented then the annualised wage will be adjusted to reflect the roster frequency.

(xii) It will be the responsibility of each employee in the Operations Business Unit to make a claim and submit through their Field Supervisor detailing:

1. A reduction of scheduled number of rosters through continuous approved leave (AL/LSL) exceeding 3 months (13 weeks) and/or unplanned continuous sick leave greater than 4 weeks or workers compensation.

2. The exceedance of scheduled number of rosters with a copy of time sheet (overtime) detailing standby and the actual time worked on the standby shift that has exceeded scheduled number.

3. Request for deferral of a missed roster to the next year in lieu of payment reduction.

To assist employees in monitoring completed rosters a monthly report will be made available to each depot.

(xiii) Employees not on standby are to submit to Supervisors their availability for (a) pre-planned overtime and (b) call-out overtime on a weekly basis. No obligation is placed on employees to fulfil availability if individual circumstances change from time of submitting availability to Supervisor.

(e) **General Provisions**

(i) There will be no constraints to maintenance employees working anywhere within the Corporations area of operations.

(ii) When maintenance employees are on standby, the distribution of work outside normal hours will be managed, as far practicable, in an equitable manner.

(iii) The normal provisions regarding weekday stand down will apply to all employees working excess hours. These are:-

1. An employee required to continue work for seven (7) hours or more after his/her proper ceasing time, be entitled to a rest period of ten (10) hours before again commencing his/her next ordinary shift, and to be paid for any working time lost at ordinary rates.

2. An employee recalled to work after ceasing work who works for more than a total of four (4) hours and finishes on the last occasion at a time which does not allow him/her to have a seven (7) hour rest period before their next ordinary shift, will be entitled to a rest period of ten (10) consecutive hours. Employees will be paid for any working time lost.

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3 As a general guide employees would not be expected to work in excess of 16 hours on week days before having a stand down. When approaching 16 hours on any day supervisors should assess whether the job can be completed within a reasonable time frame or whether other employees should be called in.

4 Management will ensure that suitable overtime procedures are in place to allow equitable distribution of work to allow suitable rest periods for employees.

(iv) Any disputes or grievances arising from the implementation of the AWR and the monitoring of the EHB and scheduled standby rosters will be dealt with in accordance with current grievance handling policy.

(v) Relief inside/outside the Operations business unit may not be approved if the employee is due for standby. In every case relief outside the Operations business unit is subject to approval of the Manager Civil Services, or nominee.

(vi) The operations roster allowance will be paid only to those employees who are participating in the standby roster arrangements.

(vii) Sick leave in excess of 10 days from the date that the employee's sick leave becomes due each year may be paid at the AWR subject to:-

1 The employee having sick leave available

2 Written application from employee concerned

3 Approval by the Manager Civil Services

Each case will be reviewed on its merits and if the employee has sick leave available and payment at the AWR is not approved, payment will be made at the base annual wage as specified in Schedule "A".

(viii) Employees on Workers' Compensation will be paid at their substantive appointment AWR ie Schedule "A" or Schedule "B".

(ix) Employees on the annualised wage rate will receive their pay on a weekly basis.

(x) In the event that there is any alteration to the existing "area of convenience" structure, which affects the incidence of standby, the parties acknowledge that there will need to be discussions between the Corporation and the Union to resolve the changed circumstances.

(xi) (1) Meal Breaks. Two breaks will be allowed during the day consisting of a 15 minute and 45 minute break. It is expected that the main break (lunch time) should be commenced at or within 6 hours of commencing work. The other break of 15 minutes can be taken prior to the main break but under no circumstances would employees be allowed to leave the job in having this 15 minute break. The same conditions will apply for employees on standby.

In both cases, the maximum time away from the job for the main break (lunch time) is 45 minutes and this includes any travelling time.
2 The early 15 minute break will be a paid break and the first 15 minutes of the main break would also be paid (total 1/2 hour paid).

3 Employees required to continue to work without being able to take a 45 minute main meal break during a normal working day will not receive additional payment but will have 0.75 hour credited to their EHB.

(xii) There shall be no constraints on the undertaking of duties which generally fall within the range of tasks undertaken by maintenance employees even though past practice may have seen alternate arrangements. For example, the skills required for maintenance of bulk water mains, pumping stations, water service shutoffs/restorals, installation of pressure recording devices on hydrants etc, fall broadly into the skill competencies for all water/wastewater maintenance employees.

(xiii) Employees not appointed under Schedule "A" (ie appointees under Schedule "B" or employees generally) who undertake relief on the standby roster in positions under Schedule "A" will be paid the AWR (Schedule "A") applicable for normal hours so worked and for excess hours will be paid at the AWR (Schedule "A") for those hours without loadings for overtime. Standby will be paid at the applicable AWR (Schedule "A") at the rate of 1 hour each normal work day and 8 hours each day for weekends or public holidays.

(xiv) Employees not appointed under Schedule "A" who undertake relief in positions under Schedule "A" but not undertaking standby will be paid the applicable AWR (Schedule "B") for the classification.

(xv) Appointments to positions under Schedule "A" will be on merit and applications are not restricted to appointees under Schedule "B".

(xvi) Employees, Schedule "B" shall work hours as prescribed for 38 hour week employees by this agreement.

(xvii) For employees appointed under Schedule "B", approved overtime will only be paid for actual time worked and the schedule "B" AWR will be the ordinary rate on which overtime loadings are calculated. Overtime loadings will be time and half, double time or double time and half as prescribed by this agreement.

(xviii) Employees required to standby for response to emergencies on the Chichester Trunk Gravitation Main (CTGM) will be paid for such standby at a rate of 1 hour for each normal work day and 8 hours each day for weekends or public holidays at the AWR Schedule "B" rate.

(xix) Transfer of employees will generally be dictated by vacancies, workload or for broadening of experience of individuals and the current practice of calling of applications or expressions of interest will continue.

(xx) Public Holidays - Christmas/New Year/Easter

Employees (Schedule "A") rostered for standby on Public Holidays nominated for Christmas Day, Boxing Day, New Year's Day, Good Friday and Easter Monday will have a day off in lieu for standing by on these five days. Standby hours and overtime hours for these days will not be recorded against the employees' EHB.

If an employee (Schedule "A") undertakes a standby roster or part thereof in excess of their minimum annual scheduled number and this excess roster or rosters includes one or more of the above public holidays, then, notwithstanding the payment provisions of Clause 2.4(iv)(d), the employee may elect either
payment of standby at the rate of 8 hours per public holiday or take a day off in lieu of such payment but not both."

(xxi) Wage Maintenance. For employees paid an AWR under this agreement (Schedule "A" or Schedule "B") who are displaced the following will apply:

1. Where an employee elects redeployment any wage maintenance provisions will apply on the basis of the Schedule "B" AWR only, ie Roster Allowance will not be paid.

2. The Schedule "B" AWR will become the redeployed employees substantive rate of pay for determining employee entitlements during any wage maintenance period.

3. On completion of any wage maintenance period the redeployed employees substantive rate of pay will be adjusted to that of an OE Level 1 Schedule "B" AWR, or other rate dependent on duties being undertaken.

(xxii) Participation on Roster (Schedule "A" employees). Participation on the roster is subject to good conduct, reliability and performance of obligations contained herein. Following Corporation's due process employees subject to disciplinary action could be excluded from participation on the roster in which case wage payments will revert to Schedule "B" annualised wage rate for an Operations Employee (Level 1) and the casual vacancy so caused filled by open application.

A2 WAREHOUSE EMPLOYEES

(1) Occupations

(a) Occupations subject to this part are all classifications as prescribed by Schedule 2 (iv) of this part and will be known as Warehouse Employee (WE). There are only two (2) classifications viz. WE Level 1 and WE Level 2.

(2) Annualised Wage Rate (AWR)

(a) Warehouse Employees shall, subject to this agreement, be paid on a weekly basis, an annualised wage rate (AWR) as prescribed for their classification in Schedule "A" of this part.

(b) There will be a single Annualised Wage Rate for each classification level.

(c) The AWR includes Agreement wage rates and all allowances, leave loading, non-taxable benefits (licence refund and telephone allowances) and excess hours payments for WE Level 2.

(d) The AWR will be used to calculate weekly pay, and approved leave including sick leave to the extent of 10 days per annum, (ie 10 days for the 12 months commencing from the date that sick leave becomes due each year) public holidays, family leave, compassionate leave, termination and superannuation entitlements.

(3) Excess Hours Payment (EHP)

(a) The classification of WE Level 2 on the annualised wage rate has an excess hours payment (EHP) included in the wage rate.

(b) The EHP will not apply to the classification of WE Level 1.
(c) A payment equivalent to three (3) hours pay per week has been factored into the AWR for the classification of WE Level 2. This payment covers all overtime worked on normal work days in respect to the normal exigencies associated with the job.

Additional overtime will only be payable to WEs in the following circumstances:

(i) WEs Level 1 do not have an excess hours payment factored into their Annualised Wage Rate and will be entitled to payment for all overtime worked.

(ii) Payment will be made to an WE Level 2 who is "called out" after the usual ceasing time and before commencing on the next working day.

(iii) Payment will be made to an WE Level 2 who receives prior notification and approval from the Supply Manager to work planned overtime to undertake a specific task.

(d) The rate of payment for WE’s for overtime will be as follows:

(i) The AWR will be the ordinary rate on which overtime loadings are calculated.

(ii) Overtime loadings will be time and half, double time or double time and a half as prescribed by this agreement.

(iii) Four (4) hour minimum payments for call-outs and pre-planned work undertaken on a Saturday, Sunday or public holiday will not apply. Any overtime payments will be made for actual hours worked only.

(iv) No allowances will be payable as these have been factored into the AWR.

(4) Operations

(a) Hours of Work

Employees in a particular week will work ordinary hours of work (paid at single time AWR) between the span of 7am to 5.30 pm in accordance with the provisions of this agreement.

(b) Relief

(i) Relief is when an employee is required to work in a higher classification.

(ii) The Corporations right to direct an employee to carry out such duties as are within the employees skill, competence and training, includes relief in higher classifications.

(iii) An employee relieving in a higher graded position shall be paid the AWR for that position.

(c) General

(i) There are no constraints to Warehouse Employees working anywhere within the Corporation’s area of operations.

(ii) The normal provisions regarding weekday stand-down will apply to all employees working excess hours.

(iii) As a general guide employees would not be expected to work in excess of 16 hours on week days before having a stand-down.
When approaching 16 hours on any day supervisors should assess whether the job can be completed within a reasonable time frame or whether other employees should be called in.

(iv) Sick leave in excess of 10 days from the date that the employee's sick leave becomes due each year may be paid at the AWR subject to:

1. The employee having sick leave available, and
2. Written application from the employee concerned, and
3. Approval by the Manager Corporate Services.

Each case will be reviewed on its merits and if the employee has sick leave available and payment at the AWR is not approved, payment will be made at the base annual wage as specified in Schedule A of this part.

(v) Employees on Workers' Compensation will be paid at the AWR.

(vi) Employees will receive their pay on a weekly basis.

(vii) Hours of work for Warehouse employees shall be as prescribed by this Agreement for 38 hour week employees.

**A3 WASTEWATER TREATMENT EMPLOYEES**

1. Occupations

   (a) Occupations subject to this part are all classifications as prescribed by Schedule 2 (iii) of this part, and will be known as Wastewater Treatment Employee (WWTE). There are only three (3) classifications viz. WWTE Trainee, WWTE Level 1 and WWTE Level 2.

2. Annualised Wage Rate (AWR)

   (a) Wastewater Treatment Employees shall, subject to this agreement, be paid on a weekly basis, an annualised wage rate (AWR) as prescribed for their classification in Schedule A of this part.

   (b) There will be a single Annualised Wage Rate for each classification level.

   (c) The AWR includes Agreement wage rates and all allowances, leave loading and nontaxable benefits (eg. licence refund).

   (d) The AWR will be used to calculate weekly pay, and all approved leave entitlements including sick leave to the extent of 10 days per annum, (ie 10 days for the 12 months commencing from the date that sick leave becomes due each year) public holidays, family leave, compassionate leave, termination and superannuation entitlements.

3. Annualised Wage Rate (AWR)

   (a) Hours of Work

   Employees in a particular week will work ordinary hours of work (paid at single time AWR) between the span of 7am to 5.30pm in accordance with the provisions of this agreement.
(b) Overtime

(i) The rate of payment for such overtime will be as follows:

1 The AWR will be the ordinary rate on which overtime loadings are calculated.

2 Overtime loadings will be time and half, double time or double time and a half as prescribed by this agreement.

3 Any WWTE recalled from their residence after the usual ceasing time and before 6.00 am on the next working day will be paid for all time worked outside normal working hours at overtime rates with a minimum payment of four (4) hours, such payment to cover any subsequent call within that four (4) hours. The time in each case will be computed from the employees home to work and return.

4 Four (4) hour minimum payments for pre-planned work undertaken on a Saturday, Sunday or public holiday, will not apply. Any overtime payments will be made for actual hours worked only.

5 No allowances [except for excess travel as prescribed in clause (f)(viii)] will be payable as these have been factored into the AWR.

(ii) Any WWTE can be offered overtime in any Wastewater Treatment Plant. However, WWTE will normally undertake overtime within their allocated work area as defined in sub-clause (f).

(c) Relief

(i) Relief is when an employee is required to work in a higher classification.

(ii) The Corporation's right to direct an employee to carry out such duties as are within the employee's skill, competence and training, includes relief in higher classifications.

(iii) An employee relieving in a higher graded position shall be paid the AWR for that position.

(iv) Subject to the control and directions of the Engineer Wastewater Treatment Works, supervisors will be responsible for determining the need to provide relief.

Relief payments will only be payable where there is a need to provide relief and the employee is directed to perform the duties of the higher grade.

In circumstances where the WWTE Level 2 attends meetings or training sessions, etc during the working day and it is determined that relief is necessary, relief payment will only be made for the actual hours of the period of the absence of the WWTE Level 2.

(d) Secondment

Secondment is when an employee is required to temporarily perform the functions of his/her own classification in another work area.

(i) For periods in excess of one (1) week;
1. Where a situation arises necessitating the secondment of an employee to a different work location volunteers will be called for.

2. Where there are no volunteers, an employee may be directed to work in a different area to the employees allocated work area.

(ii) For periods up to one (1) week;

1. Where a situation arises necessitating the secondment of an employee to a different work location, employees may be directed to work in a different area to their allocated work area.

2. The allocation of employees for these short term secondments will be managed as far as practicable in an equitable manner.

(iii) Any grievances in respect to the allocation of secondments will be dealt with in accordance with the appropriate Fair Treatment Procedures.

(e) Transfers

(i) The term "transfer" refers to the situation where an individual employee is transferred to a new or different crew/work area for situations involving a regular and ongoing arrangement.

(ii) Transfer of employees will generally be dictated by vacancies, workload or for broadening of experience of individuals. The practice of calling for Expressions of Interest will be used to manage transfers of individuals.

(iii) If no expressions of interest are received, an employee may be directed to transfer to a new or different work crew/work area.

(f) Work Areas

(i) Within reason there will generally be no constraints to WWTE working anywhere within the Corporations area of operations.

(ii) WWTE will be allocated to work areas which are arranged for the convenience of managing work requirements.

(iii) Work areas are defined below, but may change in response to workload and operational needs.

- Work Area A - Paxton, Kearsley, Cessnock, Kurri, Farley, Branxton, Morpeth, Dungog
- Work Area B - Toronto, Dora Creek, Edgeworth, Belmont
- Work Area C - Burwood Beach, Shortland
- Work Area D - Boulder Bay, Tanilba Bay, Raymond Terrace, Karuah

(iv) Mobile work crews will be assigned to each of the work areas.

(v) Depending on the number of work crews in a work area, each work crew will be allocated a specific number of plants for operation and maintenance responsibility and will have access to depot facilities at one of these plants at their choice.
(vi) From time to time there will be a requirement to provide replacement or additional labour to work crews. Generally this will be managed within work areas between the work crews in that work area. However, there could be requirements for providing reliefs and secondments from outside the designated work areas. When this is required the distribution of relief and workload will be managed, as far as practicable, in an equitable manner.

(vii) Subject to sub-clause (viii) there will be no additional allowances paid for secondments as all relevant allowances have been factored into the AWR.

(viii) An allowance in consideration of travelling compensation has been factored into the annualised wage rate, however, where “excessive” travelling is incurred additional travelling compensation is payable subject to the following:-

1. Payment is only made for distances travelled on Corporation business in excess of fifty (50) kilometres per day, covering:-

   A. Travel within employee’s allocated work area after commencing at their nominated site/depot.

   B. Travel to and from another work area apart from the employees allocated work area. Calculation will be from employee’s home and return.

2. Payment is not made for employees travelling to and from their allocated work area (excluding Boulder Bay).

3. Payment is not made to employees who travel in a Corporation supplied vehicle.

(g) Appointments

(i) WWTE will be appointed to one of the classification level of WWTE Level 2, WWTE Level 1 or WWTE Trainee.

(ii) Appointees will be allocated to mobile crews within a work area.

(iii) When a vacancy occurs within WWTO the following procedure will occur:

   1. For WWTE Level 2 Position -

      A. The vacant position will be advertised either internally only or internally and externally. (Advertising externally will depend on expertise required.)

      B. Where it is proposed to advertise any position externally, the Association will be consulted and advised of the reason and given an opportunity to raise any concerns they may have prior to the advertisements being placed.

      C. If an appointee to a vacant position does not have the required Level 2 Operator Certificate, appointment will be made on the basis that the appointee will obtain the required qualification by the end of an agreed period. The agreed period will be set in consultation with the Engineer Wastewater Treatment Works.

Where the employee does not obtain the required Level 2 Operator Certificate by the end of the agreed period, he/she will forfeit his/her appointment as a WWTE Level 2.
The objective of this clause is that all WWTE Level 2 positions will ultimately be filled by operators who have obtained the required Level 2 Operator Certificate.

2 For WWTE Level 1 and Trainee Positions -

A. "Expressions of Interest" will be invited from either existing Level 1 or existing Trainees as relevant.

B. Where a subsequent vacant position is to be filled, it will be advertised internally.

C. Where a vacancy remains after 1 and 2 above, the position may be advertised externally.

(h) Training Allowance

(i) Training for Wastewater Treatment Operators includes formal technical training through the NSW TAFE and completion of the Water Industry Operations Certificate II and Certificate III (Wastewater Treatment) courses, as well as on the job training in other areas such as computer skills, HWC plant specific processes, etc. The TAFE courses are conducted through the Open Training & Education Network (OTEN) by correspondence as well as on the job mentoring and practical work assessment.

(ii) Wastewater Treatment Operators completing OTEN Certificate II and Certificate III courses will be paid an additional training allowance in recognition of the higher qualifications and competency skills obtained.

(iii) There are two payment tiers for the training allowance. Payment of the first tier will start after Certificate II is completed. Payment of the second tier will start after Certificate III is completed. That is, after both Certificate II and Certificate III are successfully completed both tiers of the training allowance will be payable. The monetary rates for each tier of the Training Allowance are contained in Schedule 2 of this Agreement.

(iv) The training allowance is incorporated into the hourly or weekly annualised wage rates for Wastewater Treatment Operators who are eligible to receive the allowance.

(v) The allowance will be paid for all purposes and will form part of superable salary, as well as being factored into future wage increases.

(vi) Operators eligible for the allowance will be required to provide original certificates or other documentation from TAFE verifying completion of the courses before payment of the allowance is approved.

(i) General

(i) The normal provisions regarding weekday stand-down will apply to all employees working excess hours. These are:-

1 An employee required to continue work for seven (7) hours or more after his/her proper ceasing time, shall be entitled to a rest period of ten (10) hours before again commencing his/her next ordinary shift, and to be paid for any working time lost at ordinary rates.

2 An employee recalled to work after ceasing work who works for more than a total of four (4) hours and finishes on the last occasion at a time which
does not allow him/her to have a seven (7) hour rest period before their next ordinary shift, will be entitled to a rest period of ten (10) consecutive hours.

Employees will be paid at the AWR ordinary rates for working time lost.

3 As a general guide employees would not be expected to work in excess of 16 hours on weekdays before having a stand down. When approaching 16 hours on any day supervisors should assess whether the job can be completed within a reasonable time frame or whether other employees should be called in.

4 Management will ensure that suitable overtime procedures are in place to allow equitable distribution of work to allow suitable rest periods for employees.

(ii) Sick leave in excess of 10 days from the date that the employee’s sick leave becomes due each year may be paid at the AWR subject to:

1 The employee having sick leave available, and
2 Written application from the employee concerned, and
3 Approval by the Engineer Wastewater Treatment Works.

Each case will be reviewed on its merits and if the employee has sick leave available and payment at the AWR is not approved, payment will be made at the base annual wage as specified in Schedule A of this part.

(iii) Employees on Workers’ Compensation will be paid at the AWR.

(iv) Employees will receive their pay on a weekly basis.

(v) Hours of work for Wastewater Treatment Employees shall be as prescribed for 38 hour week employees by Clause G12 of this Agreement.

(vi) For time spent outside of normal working hours, level 2 employees or their nominated reliefs can submit for approval overtime for dealing with notified operational problems at Wastewater Treatment Plants from their residence (ie not having to leave their place of residence). The following conditions will apply:

1 An overtime payment of 1 hour will be paid to Wastewater Treatment Operators on each individual occasion (including subsequent calls within the hour) they attend to an operational problem from their residence outside of normal working hours. That is, any subsequent calls received outside of the hour after each notification will be treated as an additional call and an additional payment of 1 hour will apply.

2 Overtime will only be paid for actual time and be only paid at annualised wage rate (ie no time and a half, double time or double time and half applicable)

3 Payment will not be made for employees accessing the Corporation’s SCADA system from home for “interest” purposes

4 Overtime payments must be approved by the Engineer WWT.
(1) *Salary Banding Structure Schedule 3*

(a) The Salary Banding Structure consists of 7 salary bands as shown in Schedule 3.

(b) All classifications in the salary structure have been assessed and allocated to a salary band on the structure.

(c) Existing employees as at the date of this agreement will transfer to the Salary Banding Structure at their current salary level.

(d) All employees who commence employment with Hunter Water Corporation after the commencement of this agreement will be employed in accordance with the Salary Banding Structure.

(e) Movement from one Band to another Band will be by Evaluation of the position or by successful application to a position at a higher level.

(f) There is no automatic progression within the Band. Movement within the Band will be linked to superior performance assessed as part of the Achievement Plan process.

(2) *New Positions*

(a) The salary for new classifications will be assessed either by an established job evaluation methodology, benchmarking and/or market comparison (or a combination of some or all) to determine the appropriate salary band relative to the classification.

(b) At the conclusion of the assessment, the Corporation will forward to the Union the position profile and salary band assessed for the new position.

(c) The Union will be afforded five working days from written advice by the Corporation to raise in writing reasons for objection or issue, after which the Corporation may proceed.

(d) If the Union advises the Corporation of its disagreement to a Job Evaluation, a Committee will be established to review the job evaluation. The Committee will comprise equal Corporation and Union representation.

(e) If the process in (d) above does not resolve the disagreement, either party may notify Fair Work Australia and the matter will be dealt with in accordance with the Fair Work Act.

(3) *Payment of Salaries*

(a) Full-time employees shall be paid the Annual Salaries prescribed for their classification specified in Schedule 3 attached, on a fortnightly basis.

The fortnightly equivalent of annual salary shall be ascertained by multiplying the annual salary by the number of days in the period (being 14) and dividing that product by 365.25.

The weekly equivalent of annual salary shall be determined by dividing the fortnightly equivalent by two (2).

For the purpose of computing the daily rate, the following formula should apply:-
Weekly Equivalent of Annual Salary \times \text{Ordinary Daily Hours} \over \text{Ordinary Weekly Hours}

(b) The pay period shall be fortnightly from Friday to the appropriate following Thursday.

Payment will be made direct to a bank account or other financial institution provided that in isolated areas payment may be by cheque to a given address.

(c) Where an employee is absent for any reason without pay in a pay period and no deduction is made in that pay period, the deduction may be made in the next following pay period.

(d) Payments for overtime may be made in the pay period following the period in which the overtime was worked.

S2 RELIEF

(1) Relief at higher duties will be available to staff on the Salary Banding Structure.

An employee directed to relieve at a higher grade, shall be paid, provided the relief continues beyond three (3) days.

(2) Relief in a position on the Salary Banding Structure will be at the rate of the employees salary.

S3 VACANT POSITIONS

(1) The Corporation will advise the Union in writing of a vacant position when the Corporation takes the decision to fill the position. The Union will be afforded three working days from advice by the Corporation to raise in writing reasons for objection or issue prior to the position being filled.

(2) All positions that are advertised externally will be advertised internally.

(3) The Union will be provided with copies of advertisements and duty statements prior to publication.

S4 MEAL ALLOWANCES

(1) 38 Hour Per Week Employees

(a) Day Workers

(i) An employee who works overtime for more than one (1) hour beyond the usual ceasing time shall be provided with a suitable meal, where practicable, or paid $20.55 as a meal allowance.

If overtime continues, the employee shall be entitled to an additional allowance of $8.95 for each further four (4) hours such employee is required for duty and where practicable a 20 minute meal break to be paid as time worked:

1 after one (1) hour overtime is worked, and

2 for each completed four (4) hours thereafter

where it is not practicable for the 20 minute meal break to be taken it shall be added to the ceasing time and paid for as time worked.
(ii) All employees required to work overtime on a Saturday, Sunday or Public Holiday, and such work extends beyond the recognised meal break, shall have a meal break of twenty (20) minutes to be paid for as time worked [see Clause G13].

(b) Shift Workers

A meal allowance of $20.55 will be paid when required to commence work at a time which is in excess of one (1) hour before normal starting time. When required to work overtime in excess of one and one half hours after normal ceasing time, without having been notified the day prior, a meal allowance of $20.55 will be paid. If the overtime continues, an additional allowance of $8.95 for each further five (5) hours will be paid.

(2) 35 Hour Per Week Employees

An employee required to work or travel on the Corporation's business after the employee's ordinary hours where overtime or travelling time is payable and the time necessarily occupied is not less than three (3) hours on any day from Monday to Friday inclusive, shall be entitled to $20.55 for meal money provided that a meal break of not less than half an hour is taken.

(3) All Salaried Employees

(a) An employee recalled for overtime without being notified before ceasing ordinary hours of work for the day shall be entitled to a meal allowance of $20.55 for the first completed four (4) hours and $8.95 for each subsequent completed four (4) hours such employee is required for duty.

(b) A meal break of twenty (20) minutes shall be allowed without deduction of pay after each completed four (4) hours overtime worked.

(c) An employee required to work or travel on Corporation's business commencing at least one (1) hour before the employee's usual starting time, shall be paid an allowance of $20.55.

(d) Indoor employees undertaking field duties outside the radius of seven (7) kilometres from their usual office or depot during their lunch period shall be entitled to an amount of $20.55 for lunch money provided that where the duties extend beyond the Corporation's water district (excluding Dungog area) such amount shall be increased to $21.90.

For the purpose of this sub-clause, "indoor employee" means an employee who is regularly employed on duties which do not contemplate attendance in the field or on duties which only require attendance in the field on infrequent occasions.

Field duties does not include reporting to another established Depot or office within the Corporation's area of operation.

(e) Employees whose normal duties require them to work in the field will not be entitled to a luncheon allowance except when undertaking duties outside the Corporation's water district (excluding Dungog/Chichester area) when they will be entitled to a luncheon allowance of $21.90.

(f) When an employee travels to Sydney on the Corporation's business necessitating absence for a whole working day, the employee shall be entitled to an allowance of $61.65 to cover expenses for meals.

(g) The Allowances specified in this clause for meals will be reviewed annually.
(1) **First Aid Allowance**

Any employee who is the holder of a current St John's Ambulance First Aid Certificate and who is required by the Corporation to act as a first aid attendant shall be paid an allowance of $2.35 per day or shift in addition to the ordinary rate of pay.

(2) **Floor Warden Allowance**

(a) Building Emergency Control Officer and Assistant Building Emergency Control Officer shall be paid an allowance of $15.83 per week.

(b) District Office Emergency Control Officers shall be paid an allowance of $10.14 per week.

(c) Floor Wardens and Reserve Floor Wardens will be paid an allowance of $6.32 per week.

(3) **Out-of-Pocket Expenses**

Employees shall be entitled to be reimbursed for necessary out-of-pocket expenses incurred in connection with the performance of their duties.

(4) **Overseers' Allowance**

Working Overseers at Wastewater Treatment Works will be paid special disability allowance of $8.42 per day in lieu of all other penalties (except Sauna Allowance).

(5) **Travelling Time and Expenses (35 hr week employees)**

Journeys occupying one (1) day only but not including journeys to and from the employees regular depot:-

(a) Employees whose ordinary hours of work prescribed by this Agreement are 35 hours per week, shall be paid for travelling time on the Corporation's business outside such hours in excess of one (1) hour in any day at ordinary time rates.

(b) Employees other than those who report to a permanent depot or office who are required to travel to their place of employment shall be paid at ordinary time rates for all time in excess of four-fifths of one hour in any day, travelling time to be reckoned from their home to their place of employment and return by the shortest possible route.

(c) Employees transferred against their wishes so that they report to an office or depot a distance of not less than four (4) kilometres from their pre-existing office or depot shall be reimbursed the cost of public transport fares from their home to their new place of work, provided that where convenient public transport is not available the Corporation shall either maintain a vehicle for the employee's use or in lieu thereof pay the employee an allowance in accordance with Clause G15 - (iv).

Employees subject to the provisions of this sub-paragraph in receipt of a salary equal to or less than the minimum of Salary Band 6 shall be paid at ordinary time rates for all time spent travelling in excess of one (1) hour in any one (1) day.

Travelling time shall be reckoned from the employee's home to the place of work and return by the shortest practicable route.
The provisions of this sub-paragraph shall cease two (2) months after the effective date of any one transfer.

Overtime shall be paid to an employee driving a Corporation vehicle outside the Corporation's area of operations and outside normal working hours.

(6) **Availability Allowance**

(a) Notwithstanding the provisions of Clause G13 Overtime, of this Agreement, an employee directed to stand-by at home shall be paid a daily availability allowance equivalent to two (2) hours' salary at the employee's ordinary rate for each weekday night, Monday to Friday (excluding Public Holidays) actually standing-by.

(b) An employee directed to stand-by at home on a Saturday, Sunday or Public Holiday shall be paid a daily availability allowance equivalent to eight (8) hours' salary at the employee's ordinary rate for each day, Saturday, Sunday or Public Holiday the employee actually stands-by. Provided that for the purpose of this paragraph the period of standing by shall be deemed to commence from the close of normal work on the previous day and continue until normal starting time on the next working day.

(c) Any overtime worked during the period covered by the above availability allowances shall be paid for in accordance with the provisions of Clause G13 - Overtime, of this Agreement and shall be in addition to any availability allowance.

---

**S6 TEMPORARY EMPLOYEES**

The Corporation shall advise the Union prior to the engagement of any temporary employee, of the preferred period of employment.

In the event of a dispute arising as to the proposed engagement of a temporary employee for other than the purpose of providing relief for a particular identified employee, the matter may be referred to Fair Work Australia for determination prior to such engagement.

---

**S7 TRAINING AND DEVELOPMENT**

(1) Employees will be provided with assistance in gaining training and development that is jointly beneficial to themselves, allowing for career enhancement and the Corporation's objectives of continuous improvement which will result in the development of a more highly skilled and responsive workforce.

(2) The parties agree that all employees should have the opportunity to undertake and complete relevant training as agreed in consultation with their manager and as incorporated in the individuals annual review.

(3) It is recognised that training and development shall not be limited to internal and external training courses and may include exchange programs, secondments, attendance at conferences, seminars or short term study courses which have been approved by the Corporation and permission granted for the employee to attend.

Where practical, preference will be given to courses with relevant National and/or Industry accreditation.
Schedule 1 – Wages Rates & Classifications

All wage and salary rates contained in Schedules 1, 2 and 3 are inclusive of State Wage Case decisions.

(1) Wage Rates @ 1/6/2009

(a) Classifications

Wastewater Treatment (weekly rates)

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Trainee</td>
<td>759.77</td>
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<tr>
<td>Grade 1/1</td>
<td>782.52</td>
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<tr>
<td>Grade 1/2</td>
<td>795.37</td>
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<tr>
<td>Grade 2/1</td>
<td>808.35</td>
</tr>
<tr>
<td>Grade 2/2</td>
<td>822.77</td>
</tr>
<tr>
<td>Ganger 1</td>
<td>837.31</td>
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<tr>
<td>Ganger 2</td>
<td>868.72</td>
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<tr>
<td>Ganger 3</td>
<td>923.51</td>
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</table>

Mobile Equipment (weekly rate)

Plant Operators

<table>
<thead>
<tr>
<th>Group</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Group A 1</td>
<td>769.20</td>
</tr>
<tr>
<td>Group A 2</td>
<td>779.11</td>
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<tr>
<td>Group B 1</td>
<td>788.41</td>
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<tr>
<td>Group B 2</td>
<td>798.15</td>
</tr>
<tr>
<td>Group C 1</td>
<td>807.90</td>
</tr>
<tr>
<td>Group C 2</td>
<td>817.66</td>
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<tr>
<td>Group D</td>
<td>872.30</td>
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<tr>
<td>Dual Qualified Operator</td>
<td>846.44</td>
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Motor Lorry Drivers

<table>
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<tr>
<th>Tonnes</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Up to 2</td>
<td>760.22</td>
</tr>
<tr>
<td>2 to 5</td>
<td>767.37</td>
</tr>
<tr>
<td>5 to 7</td>
<td>771.83</td>
</tr>
<tr>
<td>7 to 10</td>
<td>780.82</td>
</tr>
<tr>
<td>10 to 12</td>
<td>791.02</td>
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Stores (weekly rates)

General Stores and Clerical Employee

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Trainee</td>
<td>759.76</td>
</tr>
<tr>
<td>Grade 1</td>
<td>800.78</td>
</tr>
<tr>
<td>Grade 2</td>
<td>806.65</td>
</tr>
</tbody>
</table>
### Trades Groups (weekly rates)

#### Mechanical Trades

<table>
<thead>
<tr>
<th>Code</th>
<th>Trade</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>MT 1</td>
<td>874.53</td>
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<tr>
<td>46</td>
<td>MT 2</td>
<td>918.25</td>
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<td>47</td>
<td>MT 3</td>
<td>961.99</td>
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<tr>
<td>48</td>
<td>Building Trades</td>
<td>874.53</td>
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</tbody>
</table>
  - Bridge Carpenter
  - Carpenter
  - Painter
  - Plasterer

#### Electrical Trades

<table>
<thead>
<tr>
<th>Grade</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>874.53</td>
</tr>
<tr>
<td>2</td>
<td>918.25</td>
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<td>3</td>
<td>961.99</td>
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<tr>
<td>4</td>
<td>1005.72</td>
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<tr>
<td>5</td>
<td>1049.43</td>
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### Trades Assistants (weekly rates)

<table>
<thead>
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<th>Code</th>
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<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>50</td>
<td>Trainee</td>
<td>752.18</td>
</tr>
<tr>
<td>51</td>
<td>ME 1</td>
<td>789.63</td>
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<tr>
<td>52</td>
<td>ME 2</td>
<td>827.38</td>
</tr>
<tr>
<td>53</td>
<td>Other than Elec/Mech Trades</td>
<td>752.18</td>
</tr>
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</table>

### Apprentice Tradesperson

<table>
<thead>
<tr>
<th>Year</th>
<th>Rate</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>54% of the prescribed rate for a tradesperson</td>
<td></td>
</tr>
<tr>
<td>2nd</td>
<td>64% of the prescribed rate for a tradesperson</td>
<td></td>
</tr>
<tr>
<td>3rd</td>
<td>72% of the prescribed rate for a tradesperson</td>
<td></td>
</tr>
<tr>
<td>4th</td>
<td>80% of the prescribed rate for a tradesperson</td>
<td></td>
</tr>
</tbody>
</table>

*(the above rates to be rounded off to the nearest 10 ¢)*

For the purposes of this sub-clause, the prescribed rate for a tradesperson shall be the base weekly rate (excluding industry allowance and tool allowances) applicable to a Tradesperson Carpenter in the employ of the Hunter Water Corporation.

### Miscellaneous (weekly rates)

<table>
<thead>
<tr>
<th>Code</th>
<th>Trade</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>Cleaner</td>
<td>747.23</td>
</tr>
<tr>
<td>62</td>
<td>Cleaner Head Office</td>
<td>789.02</td>
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<tr>
<td>63</td>
<td>Clerical/Operations</td>
<td>853.56</td>
</tr>
<tr>
<td>64</td>
<td>Construction Worker Group 1</td>
<td>748.16</td>
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<tr>
<td>65</td>
<td>Construction Worker Group 2</td>
<td>758.06</td>
</tr>
<tr>
<td>66</td>
<td>Construction Worker Group 3</td>
<td>767.96</td>
</tr>
<tr>
<td>67</td>
<td>Field Services Operator</td>
<td>780.23</td>
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<tr>
<td>68</td>
<td>Ganger Contracts</td>
<td>966.08</td>
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<tr>
<td>69</td>
<td>Ganger Stormwater Channels</td>
<td>878.48</td>
</tr>
<tr>
<td>70</td>
<td>Garage Attendant</td>
<td>763.34</td>
</tr>
<tr>
<td>71</td>
<td>Labourer General</td>
<td>743.81</td>
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<tr>
<td>72</td>
<td>Linesperson Electrical</td>
<td>804.66</td>
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<tr>
<td>73</td>
<td>Linesperson Electrical Special Rate</td>
<td>830.65</td>
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<tr>
<td>74</td>
<td>Maintenance Employee Stormwater Drainage</td>
<td>759.77</td>
</tr>
<tr>
<td>75</td>
<td>Meter Mechanic</td>
<td>788.87</td>
</tr>
</tbody>
</table>
Employees engaged on any construction or maintenance work shall receive an allowance at the rate of $24.72 per week or $4.94 per day in addition to the ordinary rate of pay. This allowance is in consideration of working in the open and thereby being subject to climatic conditions, ie dust and sand blowing in the wind, extremes of weather, concrete drippings, obnoxious odours, sloppy and muddy conditions, lack of usual amenities in the field compared with depot conditions and any other general disabilities associated with the Corporation’s conditions and any other general disabilities associated with the Corporations work not compensable by the payment of a disability allowance payable in accordance with the Agreement. This allowance shall form part of the rate of pay for all purposes and is incorporated in the schedule of rates of pay as listed in this clause.

A tool allowance of $25.75 per week shall be paid to all tradesperson and apprentices. This allowance shall form part of the rate of pay for all purposes and in the case of tradespersons, is incorporated in the schedule of rates of pay as listed in this clause.

In addition to the rates prescribed in this clause, Licensed Electrical Tradespersons shall be paid an allowance at the rate of $27.80 per week, to be included in the rate of pay for all purposes. The Electrical Licence Allowance will vary in accordance with movements in the Electrical and Communication Contractors Industry (State) Award.

Electrical and Mechanical trades personnel who are required to undertake the role of a Team Leader will be paid an all purpose allowance of $45.32 pw whilst so engaged.

(1) Non-trade, 2 to 5 employees $ 4.41 per day
(2) Trade, 2 to 5 employees $ 7.32 per day

Where gangs include one or more major plant items as defined, a Ganger shall be paid $3.47 for each day or part thereof.

Major plant items shall mean tractors, front or back end loaders, concrete pavers or power graders, provided that such items are of 30 kW or more and any other items of earth moving, stone crushing or sand getting equipment of 30 kW or more but shall not include motor lorries.
### Additional Classifications

#### Wages

<table>
<thead>
<tr>
<th>Rank Description</th>
<th>P/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Operations Employee Level 5</td>
<td>$981.23</td>
</tr>
<tr>
<td>2) Operations Employee Level 4</td>
<td>$941.47</td>
</tr>
<tr>
<td>3) Operations Employee Level 3</td>
<td>$904.46</td>
</tr>
<tr>
<td>4) Operations Employee Level 2</td>
<td>$858.93</td>
</tr>
<tr>
<td>5) Operations Employee Level 1</td>
<td>$829.43</td>
</tr>
<tr>
<td>6) Operations Employee Trainee</td>
<td>$796.08</td>
</tr>
</tbody>
</table>

#### Salaried

<table>
<thead>
<tr>
<th>Rank Description</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>7) Operations Support Officers</td>
<td>Grade 1  - $48,459 pa</td>
</tr>
<tr>
<td></td>
<td>Grade 2  - $54,989 pa</td>
</tr>
<tr>
<td>8) Operations Field Supervisors</td>
<td>$98,419 pa</td>
</tr>
</tbody>
</table>
Schedule 2 - Annualised Wage Rates

(1) Wage Rates Effective from 1 June 2009 - Including 3% increase

(i) Operations Employees with Excess Hours Bank "Schedule A"

<table>
<thead>
<tr>
<th>Schedule A</th>
<th>Base Annual Wage $</th>
<th>Operations Allowance $</th>
<th>Total Annualised Wage $</th>
<th>Base Hourly Rate $</th>
<th>Annualised Hourly Rate $</th>
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</thead>
<tbody>
<tr>
<td>Operations Employee Level 5</td>
<td>51,199</td>
<td>7,253</td>
<td>28,984</td>
<td>87,436</td>
<td>25.82</td>
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<tr>
<td>Operations Employee Level 4</td>
<td>49,125</td>
<td>7,253</td>
<td>20,052</td>
<td>76,430</td>
<td>24.77</td>
</tr>
<tr>
<td>Port Stephens</td>
<td>49,125</td>
<td>7,253</td>
<td>19,588</td>
<td>75,966</td>
<td>24.77</td>
</tr>
<tr>
<td>Operations Employee Level 3</td>
<td>47,194</td>
<td>7,357</td>
<td>20,467</td>
<td>75,018</td>
<td>23.80</td>
</tr>
<tr>
<td>Operations Employee Level 2</td>
<td>44,817</td>
<td>7,357</td>
<td>19,175</td>
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<td>22.61</td>
</tr>
<tr>
<td>Operations Employee Level 1</td>
<td>43,279</td>
<td>7,357</td>
<td>19,610</td>
<td>70,246</td>
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</table>

(ii) Operations Employees without Excess Hours Bank "Schedule B"

<table>
<thead>
<tr>
<th>Schedule B</th>
<th>Base Annual Wage $</th>
<th>Operations Allowance $</th>
<th>Total Annualised Wage $</th>
<th>Base Hourly Rate $</th>
<th>Annualised Hourly Rate $</th>
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</thead>
<tbody>
<tr>
<td>Operations Employee Level 5</td>
<td>51,199</td>
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<td>58,452</td>
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<td>7,253</td>
<td>56,378</td>
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<td>28.43</td>
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<tr>
<td>Port Stephens</td>
<td>49,125</td>
<td>7,253</td>
<td>56,378</td>
<td>24.77</td>
<td>28.43</td>
</tr>
<tr>
<td>Operations Employee Level 3</td>
<td>47,194</td>
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<td>23.80</td>
<td>27.51</td>
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<td>7,357</td>
<td>52,174</td>
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<td>26.31</td>
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<td>7,357</td>
<td>50,636</td>
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<td>25.54</td>
</tr>
<tr>
<td>Operations Employee Trainee - New</td>
<td>41,511</td>
<td>7,237</td>
<td>48,748</td>
<td>20.94</td>
<td>24.59</td>
</tr>
</tbody>
</table>

(iii) Wastewater Treatment Employees

<table>
<thead>
<tr>
<th>Wastewater Treatment Employee</th>
<th>Base Annual Wage $</th>
<th>Wastewater Treatment Allowance $</th>
<th>Total Annualised Wage $</th>
<th>Base Hourly Rate $</th>
<th>Annualised Hourly Rate $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater Treatment Employee Level 2</td>
<td>49,125</td>
<td>7,253</td>
<td>56,378</td>
<td>24.77</td>
<td>28.43</td>
</tr>
<tr>
<td>Wastewater Treatment Employee Level 1</td>
<td>43,279</td>
<td>7,357</td>
<td>50,636</td>
<td>21.83</td>
<td>25.54</td>
</tr>
<tr>
<td>Wastewater Treatment Employee Trainee</td>
<td>41,511</td>
<td>7,237</td>
<td>48,748</td>
<td>20.94</td>
<td>24.59</td>
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</tbody>
</table>
### Training Allowance for Wastewater Treatment Employees

<table>
<thead>
<tr>
<th>Training Allowance</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1\textsuperscript{st} Tier: Completion of Cert II</td>
<td>$831.91</td>
</tr>
<tr>
<td>2\textsuperscript{nd} Tier: Completion of Cert III</td>
<td>$1187.62</td>
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(iv) Warehouse Employees

<table>
<thead>
<tr>
<th>Warehouse Employee Level</th>
<th>Base Annual Wage</th>
<th>Operations Warehouse Allowance</th>
<th>Total Annualised Wage</th>
<th>Base Hourly Rate</th>
<th>Annualised Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 2</td>
<td>48,014</td>
<td>4,609</td>
<td>52,623</td>
<td>24.21</td>
<td>26.54</td>
</tr>
<tr>
<td>Level 1</td>
<td>45,494</td>
<td>936.27</td>
<td>46,431</td>
<td>22.95</td>
<td>23.42</td>
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(v) Operations Support Officers

<table>
<thead>
<tr>
<th>Grade</th>
<th>Salary</th>
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<tr>
<td>1</td>
<td>48,459</td>
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<tr>
<td>2</td>
<td>54,989</td>
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</table>
(2) **Wage Rates Effective from 1 June 2010 - Including 4% increase**

(i) **Operations Employees with Excess Hours Bank "Schedule A"**

<table>
<thead>
<tr>
<th>Level</th>
<th>Base Annual Wage</th>
<th>Operations Allowance</th>
<th>Total Annualised Wage</th>
<th>Base Hourly Rate</th>
<th>Annualised Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations Employee Level 5</td>
<td>53,247</td>
<td>7,543</td>
<td>30,143</td>
<td>26.85</td>
<td>45.86</td>
</tr>
<tr>
<td>Operations Employee Level 4</td>
<td>51,090</td>
<td>7,543</td>
<td>20,854</td>
<td>25.76</td>
<td>40.08</td>
</tr>
<tr>
<td>Port Stephens</td>
<td>51,090</td>
<td>7,543</td>
<td>20,372</td>
<td>25.76</td>
<td>39.84</td>
</tr>
<tr>
<td>Operations Employee Level 3</td>
<td>49,082</td>
<td>7,651</td>
<td>21,286</td>
<td>24.75</td>
<td>39.34</td>
</tr>
<tr>
<td>Operations Employee Level 2</td>
<td>46,610</td>
<td>7,651</td>
<td>19,942</td>
<td>23.51</td>
<td>37.42</td>
</tr>
<tr>
<td>Operations Employee Level 1</td>
<td>45,010</td>
<td>7,651</td>
<td>20,394</td>
<td>22.70</td>
<td>36.84</td>
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</table>

(ii) **Operations Employees without Excess Hours Bank "Schedule B"**

<table>
<thead>
<tr>
<th>Level</th>
<th>Base Annual Wage</th>
<th>Operations Allowance</th>
<th>Total Annualised Wage</th>
<th>Base Hourly Rate</th>
<th>Annualised Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations Employee Level 5</td>
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<td>60,790</td>
<td>26.85</td>
<td>30.66</td>
</tr>
<tr>
<td>Operations Employee Level 4</td>
<td>51,090</td>
<td>7,543</td>
<td>58,633</td>
<td>25.76</td>
<td>29.57</td>
</tr>
<tr>
<td>Port Stephens</td>
<td>51,090</td>
<td>7,543</td>
<td>58,633</td>
<td>25.76</td>
<td>29.57</td>
</tr>
<tr>
<td>Operations Employee Level 3</td>
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<td>7,651</td>
<td>56,733</td>
<td>24.75</td>
<td>28.62</td>
</tr>
<tr>
<td>Operations Employee Level 2</td>
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<td>7,651</td>
<td>54,261</td>
<td>23.51</td>
<td>27.36</td>
</tr>
<tr>
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<td>45,010</td>
<td>7,651</td>
<td>52,661</td>
<td>22.70</td>
<td>26.56</td>
</tr>
<tr>
<td>Operations Employee Trainee - New</td>
<td>43,171</td>
<td>7,526</td>
<td>50,697</td>
<td>21.78</td>
<td>25.57</td>
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(iii) **Wastewater Treatment Employees**

<table>
<thead>
<tr>
<th>Level</th>
<th>Base Annual Wage</th>
<th>Wastewater Treatment Allowance</th>
<th>Total Annualised Wage</th>
<th>Base Hourly Rate</th>
<th>Annualised Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater Treatment Employee Level 2</td>
<td>51,090</td>
<td>7,543</td>
<td>58,633</td>
<td>25.76</td>
<td>29.57</td>
</tr>
<tr>
<td>Wastewater Treatment Employee Level 1</td>
<td>45,010</td>
<td>7,651</td>
<td>52,661</td>
<td>22.70</td>
<td>26.56</td>
</tr>
<tr>
<td>Wastewater Treatment Employee Trainee</td>
<td>43,172</td>
<td>7,526</td>
<td>50,698</td>
<td>21.77</td>
<td>25.57</td>
</tr>
</tbody>
</table>
### Training Allowance for Wastewater Treatment Employees

<table>
<thead>
<tr>
<th>Training Allowance</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Tier: Completion of Cert II</td>
<td>$865.19</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Tier: Completion of Cert III</td>
<td>$1235.12</td>
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</table>

(iv) Warehouse Employees

<table>
<thead>
<tr>
<th></th>
<th>Base Annual Wage $</th>
<th>Operations Warehouse Allowance $</th>
<th>Total Annualised Wage $</th>
<th>Base Hourly Rate $</th>
<th>Annualised Hourly Rate $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warehouse Employee Level 2</td>
<td>49,935</td>
<td>4,793</td>
<td>54,728</td>
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<td>973.72</td>
<td>48,288</td>
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<td>24.36</td>
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</table>

(v) Operations Support Officers

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>50,397</td>
</tr>
<tr>
<td>Grade 2</td>
<td>57,189</td>
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</tbody>
</table>
(3) Wage Rates Effective from 1 June 2011 - Including 4% increase

(i) Operations Employees with Excess Hours Bank “Schedule A”

<table>
<thead>
<tr>
<th></th>
<th>Base Annual Wage $</th>
<th>Operations Allowance $</th>
<th>Operations Roster Allowance $</th>
<th>Total Annualised Wage $</th>
<th>Base Hourly Rate $</th>
<th>Annualised Hourly Rate $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations Employee Level 5</td>
<td>55,377</td>
<td>7,845</td>
<td>31,349</td>
<td>94,570</td>
<td>27.92</td>
<td>47.69</td>
</tr>
<tr>
<td>Operations Employee Level 4</td>
<td>53,134</td>
<td>7,845</td>
<td>21,688</td>
<td>82,666</td>
<td>26.79</td>
<td>41.68</td>
</tr>
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<td>7,845</td>
<td>21,187</td>
<td>82,165</td>
<td>26.79</td>
<td>41.43</td>
</tr>
<tr>
<td>Operations Employee Level 3</td>
<td>51,045</td>
<td>7,957</td>
<td>22,137</td>
<td>81,140</td>
<td>25.74</td>
<td>40.91</td>
</tr>
<tr>
<td>Operations Employee Level 2</td>
<td>48,474</td>
<td>7,957</td>
<td>20,740</td>
<td>77,171</td>
<td>24.45</td>
<td>38.92</td>
</tr>
<tr>
<td>Operations Employee Level 1</td>
<td>46,810</td>
<td>7,957</td>
<td>21,210</td>
<td>75,977</td>
<td>23.61</td>
<td>38.31</td>
</tr>
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</table>

(ii) Operations Employees without Excess Hours Bank “Schedule B”

<table>
<thead>
<tr>
<th></th>
<th>Base Annual Wage $</th>
<th>Operations Allowance $</th>
<th>Total Annualised Wage $</th>
<th>Base Hourly Rate $</th>
<th>Annualised Hourly Rate $</th>
</tr>
</thead>
<tbody>
<tr>
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<td>31.89</td>
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<td>60,978</td>
<td>26.79</td>
<td>30.75</td>
</tr>
<tr>
<td>Port Stephens</td>
<td>53,134</td>
<td>7,845</td>
<td>60,978</td>
<td>26.79</td>
<td>30.75</td>
</tr>
<tr>
<td>Operations Employee Level 3</td>
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<td>7,957</td>
<td>59,002</td>
<td>25.74</td>
<td>29.76</td>
</tr>
<tr>
<td>Operations Employee Level 2</td>
<td>48,474</td>
<td>7,957</td>
<td>56,431</td>
<td>24.45</td>
<td>28.45</td>
</tr>
<tr>
<td>Operations Employee Level 1</td>
<td>46,810</td>
<td>7,957</td>
<td>54,767</td>
<td>23.61</td>
<td>27.62</td>
</tr>
<tr>
<td>Operations Employee Trainee - New</td>
<td>44,898</td>
<td>7,827</td>
<td>52,725</td>
<td>22.65</td>
<td>26.59</td>
</tr>
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</table>

(iii) Wastewater Treatment Employees

<table>
<thead>
<tr>
<th></th>
<th>Base Annual Wage $</th>
<th>Wastewater Treatment Allowance $</th>
<th>Total Annualised Wage $</th>
<th>Base Hourly Rate $</th>
<th>Annualised Hourly Rate $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater Treatment Employee Level 2</td>
<td>53,134</td>
<td>7,845</td>
<td>60,978</td>
<td>26.79</td>
<td>30.75</td>
</tr>
<tr>
<td>Wastewater Treatment Employee Level 1</td>
<td>46,810</td>
<td>7,957</td>
<td>54,767</td>
<td>23.61</td>
<td>27.62</td>
</tr>
<tr>
<td>Wastewater Treatment Employee Trainee</td>
<td>44,898</td>
<td>7,827</td>
<td>52,725</td>
<td>22.65</td>
<td>26.59</td>
</tr>
</tbody>
</table>
Training Allowance for Wastewater Treatment Employees

<table>
<thead>
<tr>
<th>Training Allowance</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Tier: Completion of Cert II</td>
<td>$899.80</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Tier: Completion of Cert III</td>
<td>$1284.52</td>
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(iv) Warehouse Employees

<table>
<thead>
<tr>
<th></th>
<th>Base Annual Wage $</th>
<th>Operations Warehouse Allowance $</th>
<th>Total Annualised Wage $</th>
<th>Base Hourly Rate $</th>
<th>Annualised Hourly Rate $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warehouse Employee Level 2</td>
<td>51,932</td>
<td>4,985</td>
<td>56,917</td>
<td>26.19</td>
<td>28.70</td>
</tr>
<tr>
<td>Warehouse Employee Level 1</td>
<td>49,207</td>
<td>1,013</td>
<td>50,220</td>
<td>24.82</td>
<td>25.33</td>
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</table>

(v) Operations Support Officers

<table>
<thead>
<tr>
<th>Grade</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>52,413</td>
</tr>
<tr>
<td>Grade 2</td>
<td>59,477</td>
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## Schedule 3 – Salary Banding Structure

<table>
<thead>
<tr>
<th>Band</th>
<th>Base Rate as at 1/06/09 3%</th>
<th>Base Rate as at 1/06/10 4%</th>
<th>Base Rate as at 1/06/11 4%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band 1</td>
<td>$46,546</td>
<td>$48,408</td>
<td>$50,344</td>
</tr>
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<td></td>
<td>$38,203</td>
<td>$39,731</td>
<td>$41,320</td>
</tr>
<tr>
<td>Band 2</td>
<td>$54,291</td>
<td>$56,463</td>
<td>$58,722</td>
</tr>
<tr>
<td></td>
<td>$46,649</td>
<td>$48,515</td>
<td>$50,456</td>
</tr>
<tr>
<td>Band 3</td>
<td>$61,718</td>
<td>$64,187</td>
<td>$66,754</td>
</tr>
<tr>
<td></td>
<td>$54,436</td>
<td>$56,613</td>
<td>$58,878</td>
</tr>
<tr>
<td>Band 4</td>
<td>$69,319</td>
<td>$72,092</td>
<td>$74,976</td>
</tr>
<tr>
<td></td>
<td>$61,862</td>
<td>$64,336</td>
<td>$66,909</td>
</tr>
<tr>
<td>Band 5</td>
<td>$77,271</td>
<td>$80,362</td>
<td>$83,576</td>
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<tr>
<td></td>
<td>$69,484</td>
<td>$72,263</td>
<td>$75,154</td>
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<tr>
<td>Band 6</td>
<td>$85,686</td>
<td>$89,113</td>
<td>$92,678</td>
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<td></td>
<td>$77,387</td>
<td>$80,482</td>
<td>$83,701</td>
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<td>Band 7</td>
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<td>$104,442</td>
<td>$108,620</td>
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<td></td>
<td>$87,447</td>
<td>$90,945</td>
<td>$94,583</td>
</tr>
</tbody>
</table>
Schedule 4 – Cadet Scale

Subject to satisfactory performance through individual development plans and or relevant industry experience, and successful annual completion of tertiary studies, Cadets and Industrial Trainees will progress through the following incremental scale.

<table>
<thead>
<tr>
<th>YRS OF SERVICE/RELEVANT INDUSTRY EXPERIENCE</th>
<th>Base Rate as at 1/6/09 3%</th>
<th>Base Rate as at 1/6/10 4%</th>
<th>Base Rate as at 1/6/11 4%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>34,823</td>
<td>36,216</td>
<td>37,665</td>
</tr>
<tr>
<td>2nd Year</td>
<td>37,739</td>
<td>39,249</td>
<td>40,819</td>
</tr>
<tr>
<td>3rd Year</td>
<td>40,656</td>
<td>42,282</td>
<td>43,973</td>
</tr>
<tr>
<td>4th Year</td>
<td>43,572</td>
<td>45,315</td>
<td>47,128</td>
</tr>
<tr>
<td>5th Year</td>
<td>46,489</td>
<td>48,349</td>
<td>50,283</td>
</tr>
<tr>
<td>6th Year</td>
<td>49,405</td>
<td>51,381</td>
<td>53,436</td>
</tr>
</tbody>
</table>
## Schedule 5 – Allowances/Special Rates

### Agreement Clause

**Clause G16 – Special Rates**

1. **Diving Allowance**  
   - depth allowances per 0.3 metres  
     - 01/06/09: 1.50  
     - 01/06/10: 1.56  
     - 01/06/11: 1.62

2. **Sauna Bathing Allowance**  
   - over 3 days per week  
     - 01/06/09: 8.46  
     - 01/06/10: 8.80  
     - 01/06/11: 9.15  
   - Less than 3 days per week  
     - 01/06/09: 4.23  
     - 01/06/10: 4.40  
     - 01/06/11: 4.58

3. **Hot Places**  
   - (a)  
     - 01/06/09: 0.63  
     - 01/06/10: 0.66  
     - 01/06/11: 0.69
   - (b)  
     - 01/06/09: 0.73  
     - 01/06/10: 0.76  
     - 01/06/11: 0.79

**Clause S5 – Special Rates**

1. **First Aid Allowance**  
   - 01/06/09: 2.71  
   - 01/06/10: 2.82  
   - 01/06/11: 2.93

2. **Floor Warden Allowance**  
   - (a) BECO  
     - 01/06/09: 18.25  
     - 01/06/10: 18.98  
     - 01/06/11: 19.74
   - (b) District Office  
     - 01/06/09: 11.68  
     - 01/06/10: 12.15  
     - 01/06/11: 12.64
   - (c) Floor Wardens  
     - 01/06/09: 7.28  
     - 01/06/10: 7.57  
     - 01/06/11: 7.87

**Clause W5 – Special Rates**

1. **Wet Work**  
   - (a) First hour  
     - 01/06/09: 2.74  
     - 01/06/10: 2.85  
     - 01/06/11: 2.96
   - Subsequent hours  
     - 01/06/09: 0.67  
     - 01/06/10: 0.70  
     - 01/06/11: 0.73
   - (b) EWW  
     - 01/06/09: 2.04  
     - 01/06/10: 2.12  
     - 01/06/11: 2.20
   - (c) EDW  
     - 01/06/09: 7.58  
     - 01/06/10: 7.88  
     - 01/06/11: 8.20

2. **Dirty Work**  
   - (a)  
     - 01/06/09: 2.04  
     - 01/06/10: 2.12  
     - 01/06/11: 2.20
   - (b) EDW - sewage  
     - 01/06/09: 7.58  
     - 01/06/10: 7.88  
     - 01/06/11: 8.20
   - (c) Machine  
     - 01/06/09: 2.32  
     - 01/06/10: 2.41  
     - 01/06/11: 2.51
   - (d) EDW - sewage  
     - 01/06/09: 7.58  
     - 01/06/10: 7.88  
     - 01/06/11: 8.20

3. **Handling Chemicals**  
   - (a) up to 4 hours  
     - 01/06/09: 0.61  
     - 01/06/10: 0.63  
     - 01/06/11: 0.66
   - over 4 hours  
     - 01/06/09: 3.94  
     - 01/06/10: 4.10  
     - 01/06/11: 4.26
   - (b)  
     - 01/06/09: 2.65  
     - 01/06/10: 2.76  
     - 01/06/11: 2.87
   - (c)  
     - 01/06/09: 0.67  
     - 01/06/10: 0.70  
     - 01/06/11: 0.73
   - (d)  
     - 01/06/09: 1.27  
     - 01/06/10: 1.32  
     - 01/06/11: 1.37

4. **Height Allowance**  
   - 01/06/09: 4.42  
   - 01/06/10: 4.60  
   - 01/06/11: 4.78

5. **Confined Space**  
   - 01/06/09: 0.77  
   - 01/06/10: 0.80  
   - 01/06/11: 0.83

6. **Towing Allowance**  
   - (a)  
     - 01/06/09: 4.71  
     - 01/06/10: 4.90  
     - 01/06/11: 5.10

7. **First Aid Allowance**  
   - 01/06/09: 1.29  
   - 01/06/10: 1.34  
   - 01/06/11: 1.39
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<th>Indicator</th>
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<td>(9) Scaffolding &amp; Rigging Allowance</td>
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