
**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/22

TITLE: Hunter Water Corporation (Operations, Warehouse and Wastewater Treatment Employees) Annualised Agreement 2003

I.R.C. NO: IRC3/6224

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Hunter Water Corporation located at 426-432 King St, Newcastle West NSW 2302, engaged in the classifications of Operations Employee Trainee & levels 1-5; Warehouse Employees levels 1&2; and Wastewater Treatment Employee Trainee & levels 1&2, who fall within the coverage of the Hunter Water Corporation Employees (State) Award

PARTIES: Hunter Water Corporation -&- the Australian Services Union of N.S.W.

**ENTERPRISE AGREEMENT HUNTER WATER CORPORATION
(OPERATIONS, WAREHOUSE AND WASTEWATER TREATMENT
EMPLOYEES') ANNUALISED WAGE 2003**

ARRANGEMENT

PART 1 - GENERAL

Clause No.	Subject Matter
1.1	Parties To The Agreement
1.2	Enterprise
1.3	Occupations
1.4	Grievance Procedure - Individual Employees
1.5	Disputes Procedure
1.6	Scope Of Agreement
1.7	Term Of Agreement
1.8	Anti-Discrimination
2.1	Occupations
2.2	Annualised Wage Rate (AWR)
2.3	Excess Hours Bank (EHB) - Schedule "A" Employees Rostered for Standby
2.4	Operations - Schedule "A" Employees Rostered for Standby Hours of Work Relief Secondment Roster Operation
2.5	General

Part 2 - Schedule "A" - Operations Employees with EHB Rostered for Standby

Classifications
Base Annual Wage Rate
Operations Allowance
Operations Roster Allowance
Total Annualised Wage Rate
Bank of Excess Hours
Base Rate (hourly equivalent)
Total Annual Wage Rate (hourly equivalent)

Part 2 - Schedule "B" - Operations Employee without EHB

Classifications
Base Annual Wage Rate
Operations Allowance
Total Annualised Wage Rate
Base Rate (hourly equivalent)
Total Annual Wage Rate (hourly equivalent)

Part 3 - Warehouse Employees (WE)

3.1	Occupations
3.2	Annualised Wage Rate (AWR)
3.3	Excess Hours Payment (EHP)
3.4	Operations Hours of Work Relief

General

Part 3 - Schedule "A"

Classifications
Base Annual Wage
Operations Warehouse Allowance
Total Annualised Wage Rate
Base Hourly Rate
Annualised Hourly Rate

Part 4 - Wastewater Treatment Employees (WWTE)

4.1 Occupations
4.2 Annualised Wage Rate (AWR)
4.3 Operations
Hours of Work
Overtime
Relief
Secondment
Transfers
Work Areas
Appointments
General

Part 4 - Schedule "A"

Classifications
Base Annual Wage
Wastewater Treatment Operations
Total Annualised Wage
Base Hourly Rate
Annualised Hourly Rate

PART 1 - GENERAL

1.1 Parties to the Agreement

This Agreement is made pursuant to Part 2 of Chapter 2 of the *Industrial Relations Act 1996* between the Hunter Water Corporation (an Enterprise employer), and the Australian Services Union of NSW (an Industrial organisation of employees).

1.2 Enterprise

The Enterprise subject to this Agreement is the Hunter Water Corporation working out from 426 to 432 King Street, Newcastle West.

1.3 Occupations

The Occupations subject to this part are all classifications described by Schedule A and Schedule B of Part 2, Schedule A of Part 3 and Schedule A of Part 4.

1.4 Grievance Procedure - Individual Employees

- (i) An employee who has a grievance must notify the Corporation, in writing if requested, as to the substance of the grievance, request a meeting with the Corporation for bilateral discussions and state the remedy sought.

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- (ii) In the first instance, the employee must raise a grievance with the employee's immediate supervisor and if the matter is not settled at that level the grievance must be further discussed and resolution attempted at increasingly higher levels in the Corporation with final resolution being attempted between the Employee Services Representative, the manager concerned and the employee.
 - (iii) Reasonable time will be allowed for discussion at each level of authority.
 - (iv) At the conclusion of the discussion, if the matter has not been resolved, the Corporation shall provide a response to the employee's grievance including reasons for not implementing the employee's proposed remedy.
 - (v) While this procedure is being followed normal work must continue.
 - (vi) The employee may be represented by an accredited representative of the Association.
 - (vii) The procedure for resolving a grievance will be impartial, fair and non-discriminatory in accordance with anti-discrimination law.

1.5 Disputes Procedure

- (i) If a question, dispute or difficulty arises in respect to matters covered by this Agreement between a group of employees and the Corporation the matter must first be raised with the immediate supervisor of the employees concerned in the dispute. If the matter is not resolved at that level the matter shall continue to be discussed between the employees and the next level of management in an endeavour to resolve the matter.
- (ii) The Corporation may require the issues in dispute be advised in writing before discussion takes place on the matter.
- (iii) A reasonable period of time shall be allowed for discussion to take place in an attempt to resolve the dispute at each level of authority.
- (iv) If the matter is not resolved between representatives of the Corporation and the employees the matter may be notified to the Industrial Relations Commission of NSW for resolution in accordance with the Act.
- (v) Whilst this procedure is being followed normal work must continue.
- (vi) The employee may be represented by an accredited representative of the Union
- (vii) The procedure for resolving a dispute will be impartial, fair and non-discriminatory in accordance with anti-discrimination law.

1.6 Scope of Agreement

This agreement shall be read in conjunction with:

- (i) the Hunter Water Corporation Employees (State) Award 1999,
- (ii) Hunter Water Corporation Employees Enterprise Agreement 2003,

provided that where any inconsistency occurs, this agreement shall prevail to the extent of that inconsistency.

This agreement rescinds and replaces the Hunter Water Corporation (Operations Employees) Annualised Wage Agreement 1999.

This is a voluntary agreement and was not entered into under duress by any party to it.

1.7 Term of Agreement

This Agreement shall operate from the 1 June 2003 for a period of twelve (12) months.

1.8 Anti-Discrimination

- (1) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

PART 2

OPERATIONS EMPLOYEES (OE's)

2.1 Occupations

The Occupations subject to this part are all classifications as prescribed by Schedule A and Schedule B, of this part.

2.2 Annualised Wage Rate (AWR)

- (i) 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 "A" for those with an excess hours bank (EHB) (refer Cl 2.3), and Schedule "B" for those without an excess hours bank.
- (ii) There will be a single Annualised Wage Rate for each classification level except in Port Stephens.
- (iii) The AWR includes Award/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 "A" as an excess hours bank). Schedule "B" rates do not include shift allowances, standby payments or excess hours payments.
- (iv) 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, bereavement, termination and superannuation entitlements.
- (v) Duties required of Maintenance employees appointed under Schedule "A" or Schedule "B" differ only in their requirements for participation on standby roster and attending after hours emergencies.

2.3 Excess Hours Bank (EHB) - Schedule "A" Employees Rostered for Standby

- (i) Each employee on the annualised wage rate (Schedule "A") will have an excess hours bank (EHB).
- (ii) The EHB will be determined by the employee's classification and is listed in Schedule "A".
- (iii) 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.
- (iv) 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:-
 - 1. All emergency work on the CTGM (Chichester Trunk Gravitation Main)
 - 2. 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.
 - 3. 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).

- (v) 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

- (vi) 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.

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- (vii) 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 :-
- (a) No 4 hour minimum callout, and
 - (b) No other allowances. These have been factored into the AWR. and such time will not be credited to their EHB.
- (viii) 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/sewer mains/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.

- (ix) 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.
- (x) 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.
- (ix) 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.

2.4. Operations - Schedule "A" Employees Rostered for Standby

- (i) Hours of Work
 - (a) All employees appointed to Schedule "A" positions are required to participate in a standby roster.
 - (b) Any alterations to rosters will only be in exceptional circumstances and with the approval of the Field Supervisor.
 - (c) 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 the Hunter Water Corporation Employees (State) Award 1999 but subject to Clause 2.5 (k) 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, refer Clause 2.4(iv)(a).

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

(ii) Relief

- (a) Relief is when an employee is required to work in a higher classification as determined by base annual wage, Schedule "A".
- (b) Any employee may be directed to carry out the duties of any position as defined by sub-clause (vii) of clause G3 in the Hunter Water Corporation Employees (State) Award 1999.
- (c) An employee relieving in another position shall be paid the AWR for that position.
- (d) 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,

ie Level 4 ½ year as Level 4	310 hours
½ year as Level 5	<u>360 hours</u>
	670 hours

- 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 2.3 (vi) 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.

- (e) 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).

(iii) Secondments

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

(iv) Roster Operation

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

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

* Subject to trial for minimum 6 months from 6 June 2003.

The trial reduction of Level 5 appointees on standby from three to two may require the occasional callout of personnel not on standby to cope with temporary peaks in workload for these personnel. Payment for such callouts will apply as detailed in Clause 2.3(vii). The callout of such additional personnel will be subject to prior approval of a field supervisor. This arrangement will require the continued full co-operation of all employees on standby to work together as a team during and after this trial period as they have prior to the trial. The intent of this reduction of Level 5 appointees on standby is not to shift workload to other employees on standby. If workload circumstances permit, other employees on standby will not be excluded from such paid overtime but preference will be given to callout of personnel not on standby to minimise the potential for impact on those staff who are on standby. If issues arise in respect to this matter during the trial period giving rise to disputes or grievances then the normal protocols under Clause 2.5(d) shall apply. A review of the arrangement will be undertaken with employee representatives prior to confirming the arrangement on an ongoing basis.

- (b) 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.
- (c) 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

* Subject to trial for minimum 6 months from 6 June 2003. (Refer (a) above).

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

Level 5	11* subject to trial (refer (a) above)
Level 4	10
Level 3	12
Level 2	8
Level 1	8
Port Stephens	16

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 (refer also Clause 2.4 (ii)(e)).

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, Schedule "A". 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) 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.
- (e) 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.
 - (f) 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.
 - (g) OEL1/2 when on standby will be provided a vehicle for work obligations when on standby.
 - (h) Weekly standby roster will operate from 7.00am Friday to 7.00am the following Friday irrespective of the fall of public holidays.
 - (i) 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.
 - (j) 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.

Classification	No. of Employees	Max. off/depot	Max off (Total)
5	9	1	3
4	15	2	6
3	8	1	3
2/1	18	2	6
Port Stephens	3	1	1
Total	53	7	19

- (k) 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.
- (l) 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.

- (m) 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.

2.5 General

- (a) There will be no constraints to maintenance employees working anywhere within the Corporations area of operations.
- (b) When maintenance employees are on standby, the distribution of work outside normal hours will be managed, as far practicable, in an equitable manner.
- (c) 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.
 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.
- (d) 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.
- (e) 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 Operations, or nominee.
- (f) The operations roster allowance will be paid only to those employees who are participating in the standby roster arrangements.
- (g) 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 Operations

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 .

- (h) Employees on Workers' Compensation will be paid at their substantive appointment AWR ie Schedule "A" or Schedule "B".
- (i) Employees on the annualised wage rate will receive their pay on a weekly basis.
- (j) 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.
- (k)
 - 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.
- (l) 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.
- (m) 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.
- (n) 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.
- (o) Appointments to positions under Schedule "A" will be on merit and applications are not restricted to appointees under Schedule "B".
- (p) Employees, Schedule "B" shall work hours as prescribed for 38 hour week employees by the HWC Employees (State) Award 1999.
- (q) 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 the Hunter Water Corporation Employees (State) Award 1999.

- (r) 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.
- (s) 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
- (t) Public Holidays - Christmas/New Year/Easter

Employees (Schedule "A") rostered for standby on Public Holidays nominated for Christmas Day, Boxing Day, New Years 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."

- (u) 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.

- (v) 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.

- (w) The parties will continue to consult in respect to outstanding issues. Where agreement is reached between the parties in respect to those outstanding issues, this agreement may be varied pursuant to Division 3 of part 2 of Chapter 2 of the *Industrial Relations Act 1996*.

PART 2**SCHEDULE "A"**

Operations Employees with Excess Hours Bank (EHB)

Rates effective from 1 June 2003

Classification	Base Annual Wage \$	Operations Allowance \$	Operations Roster Allowance \$	Total Annualised Wage \$	Bank of Excess Hours	Base Hourly Rate \$	Annualised Hourly Rate \$
(1) Operations Employee Level 5	41,453	5,872	23,466	70,791*	720**	20.91	35.70
(2) Operations Employee Level 4	39,773	5,872	16,235	61,880	620	20.06	31.21
Port Stephens	39,773	5,872	15,859	61,504	670	20.06	31.02
(3) Operations Employee Level 3	38,209	5,957	16,571	60,737	645	19.27	30.63
4) Operations Employee Level 2	36,286	5,957	15,525	57,768	645	18.30	29.13
5) Operations Employee Level 1	35,039	5,957	15,876	56,872	645	17.67	28.68

* applies for 2:9 roster frequency or for 1:3 frequency

** applies for 2:9 roster frequency otherwise 860 for 1:3 frequency

PART 2**SCHEDULE "B"**

Operations Employees without Excess Hours Bank

Rates effective from 1 June 2003

Classification	Base Annual Wage \$	Operations Allowance \$	Total Annualised Wage \$	Base Hourly Rate \$	Annualised Hourly Rate \$
1) Operations Employee Level 5	41,453	5,872	47,325	20.91	23.87
2) Operations Employee Level 4	39,773	5,872	45,645	20.06	23.02
Port Stephens	39,773	5,872	45,645	20.06	23.02
3) Operations Employee Level 3	38,209	5,957	44,166	19.27	22.27
4) Operations Employee Level 2	36,286	5,957	42,243	18.30	21.30
5) Operations Employee Level 1	35,039	5,957	40,996	17.67	20.68
6) Operations Employee Trainee	33,609	5,860	39,469	16.95	19.91

PART 3

WAREHOUSE EMPLOYEES (WE)

3.1 Occupations

Occupations subject to this part are all classifications as prescribed by Schedule "A" 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.

3.2 Annualised Wage Rate (AWR)

- (i) 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.
- (ii) There will be a single Annualised Wage Rate for each classification level.
- (iii) The AWR includes Award/Agreement wage rates and all allowances, leave loading, non-taxable benefits (licence refund and telephone allowances) and excess hours payments for WE Level 2.
- (iv) 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, bereavement, termination and superannuation entitlements.

3.3 Excess Hours Payment (EHP)

- (i) The classification of WE Level 2 on the annualised wage rate has an excess hours payment (EHP) included in the wage rate.
- (ii) The EHP will not apply to the classification of WE Level 1.
- (iii) 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:

- (a) 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.
- (b) 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.
- (c) 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.
- (iv) The rate of payment for WE's for overtime will be as follows:
 - (a) The AWR will be the ordinary rate on which overtime loadings are calculated.
 - (b) Overtime loadings will be time and half, double time or double time and a half as prescribed by the Hunter Water Corporation Employees (State) Award 1999.
 - (c) 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.

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

3.4 Operations

(i) 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 the Hunter Water Corporation Employees (State) Award 1999.

(ii) Relief

- (a) Relief is when an employee is required to work in a higher classification.
- (b) 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.
- (c) An employee relieving in a higher graded position shall be paid the AWR for that position.

(iii) General

- (a) There are no constraints to Warehouse Employees working anywhere within the Corporation's area of operations.
- (b) The normal provisions regarding weekday stand-down will apply to all employees working excess hours.
- (c) 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.
- (c) 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.

- (d) Employees on Workers' Compensation will be paid at the AWR.
- (e) Employees will receive their pay on a weekly basis.
- (f) Hours of work for Warehouse employees shall be as prescribed by the Hunter Water Corporation Employees (State) Award 1999 for 38 hour week employees.

PART 3**SCHEDULE "A"**

Warehouse Employees rates effective from 1 June 2003.

Classifications	Base Annual Wage \$	Warehouse Allowance \$	Total Annualised Wage \$	Base Hourly Rate \$	Annualised Hourly Rate \$
Warehouse Employee Level 2	38,873	3,732	42,605	19.61	21.49
Warehouse Employee Level 1	36,834	758	37,592	18.58	18.96

PART 4**WASTEWATER TREATMENT EMPLOYEES**

4.1 Occupations

Occupations subject to this part are all classifications as prescribed by Schedule "A" 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.

4.2 Annualised Wage Rate (AWR)

- (i) 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.
- (ii) There will be a single Annualised Wage Rate for each classification level.
- (iii) The AWR includes Award/Agreement wage rates and all allowances, leave loading and non-taxable benefits (eg. licence refund).
- (iv) 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, bereavement, termination and superannuation entitlements.

4.3 Operations

(i) 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 the of the Hunter Water Corporation Employees (State) Award 1999.

(ii) Overtime

(a) 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 the Hunter Water Corporation Employees (State) Award 1999.

- (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 (vi)(h)] will be payable as these have been factored into the AWR.
- (b) 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 (vi).
- (iii) Relief
- (a) Relief is when an employee is required to work in a higher classification.
 - (b) 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.
 - (c) An employee relieving in a higher graded position shall be paid the AWR for that position.
 - (d) 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.

(iv) Secondment

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

- (a) For periods in excess of one (1) week;
 - (i) Where a situation arises necessitating the secondment of an employee to a different work location volunteers will be called for.
 - (ii) Where there are no volunteers, an employee may be directed to work in a different area to the employees allocated work area.
- (b) For periods up to one (1) week;
 - (i) 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.
 - (ii) The allocation of employees for these short term secondments will be managed as far as practicable in an equitable manner.

- (c) Any grievances in respect to the allocation of secondments will be dealt with in accordance with the appropriate Grievance Handling Procedures.
- (v) Transfers
 - (a) 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.
 - (b) 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.
 - (c) If no expressions of interest are received, an employee may be directed to transfer to a new or different work crew/work area.
- (vi) Work Areas
 - (a) Within reason there will generally be no constraints to WWTE working anywhere within the Corporations area of operations.
 - (b) WWTE will be allocated to work areas which are arranged for the convenience of managing work requirements.
 - (c) Work areas are defined below, but may change in response to workload and operational needs.

Work Area A - Paxton, Kearsley, Cessnock, Kurri, Farley, Branxton, Bolwarra, Morpeth

Work Area B - Toronto, Dora Creek, Edgeworth, Belmont, Windale

Work Area C - Burwood Beach, Shortland, Minmi

Work Area D - Boulder Bay, Tanilba Bay, Raymond Terrace, Medowie, Stockton
 - (d) Mobile work crews will be assigned to each of the work areas.
 - (e) 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.
 - (f) 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.
 - (g) Subject to sub-clause (h) there will be no additional allowances paid for secondments as all relevant allowances have been factored into the AWR.
 - (h) 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:-

- (i) Payment is only made for distances travelled on Corporation business in excess of seventy (70) kilometres per day, covering:-
 - 1. Travel within employee's allocated work area after commencing at their nominated site/depot.
 - 2. Travel to and from another work area apart from the employees allocated work area. Calculation will be from employee's home and return.
 - (ii) Payment is not made for employees travelling to and from their allocated work area (excluding Boulder Bay).
 - (iii) Payment is not made to employees who travel in a Corporation supplied vehicle.
 - (iv) Where an entitlement exists in accordance with this clause, payment will be made in terms of the relevant provisions in the Hunter Water Corporation Employees (State) Award 1999.
- (vii) Appointments
- (a) WWTE will be appointed to one of the classification level of WWTE Level 2, WWTE Level 1 or WWTE Trainee.
 - (b) Appointees will be allocated to mobile crews within a work area.
 - (c) When a vacancy occurs within WWTO the following procedure will occur:
 - (i) For WWTE Level 2 Position -
 - 1. The vacant position will be advertised either internally only or internally and externally. (Advertising externally will depend on expertise required.)
 - 2. 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.
 - 3. 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.
 - ii. For WWTE Level 1 and Trainee Positions -
 - 1. "Expressions of Interest" will be invited from either existing Level 1 or existing Trainees as relevant
 - 2. Where a subsequent vacant position is to be filled, it will be advertised internally

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

(viii) General

- (a) 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.
- (b) 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:
 - (i) The employee having sick leave available, and
 - (ii) Written application from the employee concerned, and
 - (iii) 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.
- (c) Employees on Workers' Compensation will be paid at the AWR.
- (d) Employees will receive their pay on a weekly basis.
- (e) Hours of work for Wastewater Treatment Employees shall be as prescribed for 38 hour week employees by the Hunter Water Corporation Employees (State) Award 1999.
- (f) Rates of pay prescribed for WWTE Level 2 are inclusive of an allowance for responding to incidental after hours telephone calls of short duration.
- (g) For time spent, during weekdays between 10.00pm and 6.30am and between 7pm and 6.30am on Saturday, Sunday or public holidays, 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:-
 - (i). A minimum of 1 hour overtime payment will be made. However, if resolution of the problem takes less than an hour any subsequent calls requiring resolution on any problem will only incur additional payments when the accumulated time dealing with the various problems exceeds the 1 hour minimum payment.

- (ii). 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)
- (iii). Payment will not be made for employees accessing the Corporation's SCADA system from home for "interest" purposes
- (iv). Overtime payments must be approved by the Engineer WWT.

PART 4

SCHEDULE "A"

Wastewater Treatment Employees rates effective from 1 June 2003

Classifications	Base Annual Wage \$	Wastewater Treatment Allowance \$	Total Annualised Wage \$	Base Hourly Rate \$	Annualised Hourly Rate \$
Wastewater Treatment Employee Level 2	39,773	5,872	45,645	20.06	23.02
Wastewater Treatment Employee Level 1	35,039	5,957	40,006	17.67	20.68
Wastewater Treatment Employee Trainee	33,609	5,860	39,469	16.95	19.91

Signed for and on behalf of the
Hunter Water Corporation

Signed for and on behalf of the
Australian Services Union
of New South Wales
