

**REGISTER OF**

**ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA09/31

**TITLE:** State Water Corporation Enterprise Agreement 2009

**I.R.C. NO:** IRC9/1353

**DATE APPROVED/COMMENCEMENT:** 2 September 2009 / 1 July 2009

**TERM:** 36

**NEW AGREEMENT OR**

**VARIATION:** Replaces EA08/14, EA08/22, EA08/23.

**GAZETTAL REFERENCE:** Published 25 September 2009

**DATE TERMINATED:**

**NUMBER OF PAGES:** 62

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed State Water Corporation, located at Riverview Busienss Park, 36 Darling Street, Dubbo NSW 2830, who are engaged in the classifications listed in Schedule 1, and who fall within the coverage of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the State Water Corporation (Storages, Operations and River Infrastructure Staff) Award.

**PARTIES:** State Water Corporation -&- the Electrical Trades Union of Australia, New South Wales Branch, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales



State Water Corporation  
Enterprise Agreement 2009



State  
water

# Contents

Subject matter	Page number
<b>Part A – About this Agreement</b>	<b>6</b>
1 Name	6
2 Parties to this Agreement	6
3 Coverage and duration	6
4 Definitions	6
5 No extra claims	8
6 Objectives of this Agreement	8
7 Preventing and eliminating discrimination	9
<b>Part B – Consultation, workplace change and dispute resolution</b>	<b>10</b>
8 Consultation – Joint Consultative Committee	10
9 Consultation on policies	10
10 Consultation process	10
11 Dispute resolution	11
<b>Part C – Employee support</b>	<b>13</b>
12 Counselling and discipline	13
13 Employee planning and review program	13
14 First aid	14
15 Tools and personal protective equipment	14
16 Training, learning and development	15
17 Working in severe weather	15

---

<b>Part D – Hours of work</b>	<b>16</b>
18 Flexible working hours	16
19 Job share arrangements	18
20 Make-up time	19
21 Meal breaks	19
22 Ordinary hours of work	19
23 Overtime	20
24 Overtime - Annualised overtime and flexibility arrangements	21
25 Recall to work	23
26 Shift rosters	24
<b>Part E – Leave</b>	<b>27</b>
27 Annual leave	27
28 Annual leave loading	29
29 Agreement holidays	30
30 Family and community service leave	30
31 Jury service leave	31
32 Leave management	32
33 Leave without pay	32
34 Long service leave	32
35 Military leave	33
36 Observance of essential religious/cultural obligations	33

---

37	Parental leave	34
38	Personal carer's leave	35
39	Sick leave	36
40	Sick leave – illness during annual or long-service leave	36
41	Special leave	37
42	Trade Union leave	38
<b>Part F – Remuneration and other payments</b>		<b>42</b>
43	Allowances	42
44	Allowances – alternative work/higher duties allowance	42
45	Allowances – on call/standby allowance	43
46	Allowances – overtime meal allowance	43
47	Allowances – private motor vehicle use	43
48	Allowances – supervision allowance	43
49	Classification of positions	44
50	Classification review	45
51	Pay – base pay rates	45
52	Pay – how remuneration is paid	45
53	Pay – remuneration packaging	46
54	Pay – transition to the classification structure	46
55	Travel – payments for travelling time	49
56	Travel – payments for travel related expenses	50

---

<b>Part G – Terms of employment and engagement</b>	<b>51</b>
57 Contract work	51
58 Employment – ending employment	52
59 Employment – starting employment and probation periods	52
60 Redundancy and relocation	52
61 Types of employment – casual employment	52
62 Types of employment – part-time employment	55
63 Types of employment – permanent full-time employment	56
64 Types of employment – temporary employment	56
<b>Part H – Schedules</b>	<b>57</b>
Schedule 1 – Base rates of pay for 36 hour week	57
Schedule 2 – Allowances	59
Schedule 3 – Step definitions	60
Schedule 4 – Map of the Western and Central Division of NSW	61
<b>Part I – Signatories</b>	<b>62</b>

---

## Part A – About this Agreement

### 1 Name

- 1.1 This Enterprise Agreement is made for State Water Corporation (State Water) under Part 2, Division 1, Clause 29 of the Industrial Relations Act 1996 and is called the State Water Corporation Enterprise Agreement 2009 (the Agreement).

### 2 Parties to this Agreement

- 2.1 There are five parties to this Agreement:
- (a) The Australian Workers Union, New South Wales Branch;
  - (b) Public Service Association and Professional Officers Association Amalgamated Union of New South Wales;
  - (c) Association of Professional Engineers, Scientists and Managers Australia;
  - (d) Electrical Trades Union of Australia NSW Branch; and
  - (e) State Water.

### 3 Coverage and duration

- 3.1 This Agreement operates and remains in force for 3 years, starting on 1 July 2009 and ending on 30 June 2012.
- 3.2 This Agreement covers all employees employed in the classifications listed in [Schedule 1](#) of this Agreement. It is intended to be the prevailing terms and conditions of employment and replaces all other awards and agreements governing terms and conditions of employment.
- 3.3 An employee's total remuneration will not be reduced by the introduction of this Agreement.

### 4 Definitions

- 4.1 "Banked RDO" means a rostered day off that is deferred and then added to a bank for use at a later date.
- 4.2 "Family member" in relation to an employee, means:
- (a) the employee's spouse, or a de facto spouse or same sex partner who lives with the employee as the employee's de facto partner;
  - (b) any of the following members of the family of the employee or their spouse or de facto spouse or same sex partner:
    - (i) a child or an adult child (including an adopted child, step child, foster child or ex nuptial child);
    - (ii) a parent;
-

- (iii) a grandparent;
    - (iv) a grandchild;
    - (v) a brother or sister;
  - (c) a person related by blood, marriage or Aboriginal kinship structures who is a member of the employee's household.
- 4.3 "Flexible working hours" means an arrangement where:
- (a) employees work additional hours in a fortnightly cycle to accrue time to then take a rostered day off; and/or
  - (b) employees may vary, by agreement with State Water, their scheduled start and finish times to achieve work life balance.
- 4.4 "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.
- 4.5 "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.
- 4.6 "Ordinary hours" means the total hours of work each week the employee is required to be at work for which the employee receives the annual pay as set out in [Schedule 1](#) of this Agreement.
- 4.7 "Ordinary rate of pay" means the annual rate of pay paid for working ordinary hours as set out in [Schedule 1](#) of this Agreement.
- 4.8 "Purchased annual leave" means where an employee forgoes part of their salary to take additional annual leave each year beyond the normal entitlements provided for in this Agreement.
- 4.9 "Reasonable overtime" means additional hours worked above ordinary hours. Employees are not required to work unreasonable hours. What is reasonable or unreasonable is decided by a proper consideration of:
- (a) any risk to employee health and safety;
  - (b) the employee's personal circumstances, including any family and carer responsibilities;
  - (c) the needs of the workplace or enterprise;
  - (d) the amount of weekend work performed;
  - (e) the period of notice (if any) State Water gives of the overtime requirement and the employee gives of an intention to refuse it; and
-



- (f) any other relevant matter.
- 4.10 "Rostered day off" (RDO) means a day off in a regular cycle at a time that is operationally convenient.
- 4.11 "Standard hours" means set and regular hours of operation or work as determined by State Water. Different work locations or sections may have different standard hours to suit operational requirements.
- 4.12 "The Union" means:
  - (a) The Australian Workers Union, New South Wales Branch;
  - (b) Public Service Association and Professional Officers Association Amalgamated Union of New South Wales;
  - (c) Electrical Trades Union of Australia NSW Branch; and
  - (d) Association of Professional Engineers, Scientists and Managers Australia in respect of
    - (i) Professional Engineers as defined in the rules of the Association of Professional Engineers, Scientists and Managers Australia (New South Wales Branch) which, without limiting that category includes persons employed in the classification of Engineer and persons performing professional engineering work; and
    - (ii) existing members of the Association of Professional Engineers, Scientists and Managers Australia (New South Wales Branch) to the extent that they do not come within 4.12(d)(i).

## **5 No extra claims**

- 5.1 The parties will monitor the application of this Agreement to ensure that it is implemented properly. They agree not to make any other claims under this Agreement, but acknowledge that this Agreement may be changed during its term under section 43 of the Industrial Relations Act 1996.

## **6 Objectives of this Agreement**

- 6.1 State Water's vision is to be Australia's best value for money water utility. It aims to realise this vision by:
    - (a) fulfilling its stated purpose to deliver water and service efficiently to customers, the community and the environment and by these means, improving life and the economy;
    - (b) implementing its corporate and shared personal values; and
    - (c) improving individual and business performance.
  - 6.2 The parties regard this Agreement as a key element in developing a skilled, innovative, flexible and committed workforce that will help State
-

Water realise its vision. To that end, the parties have agreed on these objectives for this Agreement:

- (a) to implement a training and skills development program to equip all employees with the skills State Water needs to realise its vision;
- (b) to foster a mutual understanding of commercial competitiveness and productivity, of the importance of efficient and effective work practices, of employees' needs for security, job satisfaction and career development;
- (c) to establish procedures which enable management and employees, through active consultation and participation, to remove the real barriers to commercial competitiveness and improved productivity;
- (d) to remove those barriers by improving work processes and delegation;
- (e) to match employees' skills and training with the tasks to be performed and to do so in the context of meaningful job roles.

## **7 Preventing and eliminating discrimination**

- 7.1 The parties intend to prevent and eliminate discrimination in the workplace. Discrimination includes discrimination on the grounds of race, sex, marital status, disability, sexual orientation, transgender identity, age and responsibilities as a carer.
  - 7.2 The parties will take all necessary steps to ensure that this Agreement is not discriminatory in its effect, either directly or indirectly.
  - 7.3 This clause does not apply to:
    - (a) any conduct or act which is specifically exempted from anti discrimination legislation;
    - (b) offering or providing junior rates of pay to a person under 21.
  - 7.4 This clause does not create any extra legal rights or impose any extra obligations to those created or imposed by the Industrial Relations Act 1996 or the Anti Discrimination Act 1977. Nor does it prevent a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
-

## Part B – Consultation, workplace change and dispute resolution

### 8 Consultation – Joint Consultative Committee

- 8.1 The Joint Consultative Committee (JCC) provides a forum and sets ground rules and procedures for the parties to work within when they consult one another on workplace change and work performance at State Water. In working within such a framework the parties expect to act cooperatively and to build trust.
- 8.2 The JCC has its own constitution governing membership and terms of reference.
- 8.3 The parties will not use the JCC forum where a matter should be addressed under the [dispute resolution process](#) outlined in this Agreement.

### 9 Consultation on policies

- 9.1 This Agreement is to be read in conjunction with State Water's policies and procedures identified in this Agreement.
- 9.2 All policies and procedures that relate to working conditions at State Water will be developed, reviewed and amended in consultation with the Joint Consultative Committee.

### 10 Consultation process

- 10.1 Where workplace change is being considered and would have a significant impact on employees if implemented, State Water will consult with employees likely to be affected. Those likely to be affected may choose to include their representatives in the consultation. Through consultation, the parties will work together in a genuine effort to achieve an agreed solution.
- 10.2 Examples of potential workplace change expected to have a significant impact on employees, include:
- (a) potential [redundancy or redeployment](#);
  - (b) substantial change in workplace practices or core responsibilities;
  - (c) change in the main place of work that involves unreasonable extra travel or [relocation](#).
- 10.3 Where potential workplace change triggers the need for consultation, these provisions apply:
- (a) State Water will manage the workplace change objectively and openly over an appropriate period and will keep those employees likely to be affected (and their representatives, if included in the consultation) informed during that time;
-

- (b) State Water will provide information in a form that is easy to understand and may include:
  - (i) its reasoning behind the need for change;
  - (ii) the means proposed and the time needed to achieve change;
  - (iii) particulars of positions and stakeholders affected; and
  - (iv) financial, staffing and training implications.
- (c) if possible, in an effort to avoid or reduce potential redundancy, State Water will consider options like attrition, voluntary separations, job redesign, redeployment, training and development, use of leave by agreement, conversion to part time employment, secondment and transfer;
- (d) before issuing any finalised change details, State Water will give the [JCC](#) an opportunity to comment on and make recommendations about the proposed change;
- (e) State Water will then forward the finalised change details, including the outcome of any consultations, to employees likely to be affected (and their representatives, if included in the consultation);
- (f) if they need to, the parties may use the [dispute settlement process](#) outlined in this Agreement once the consultation process is exhausted.

## 11 Dispute resolution

11.1 The following arrangements apply to dispute resolution:

- (a) no party will be prejudiced by engaging in the dispute resolution procedure set out in this clause;
  - (b) while they are engaged in the procedure, the parties will maintain their normal work situation that existed before the grievance or dispute arose unless otherwise agreed between the parties, or, in the case of occupational health and safety issues, the normal work situation should be maintained only where there is no risk to the health and safety of employees or the public;
  - (c) an employee may consult with their Union representative or other employee representative and have that representative present during any part of or throughout the process;
  - (d) the procedure will not prevent State Water or the Union from making direct representations to one another on any matter giving rise to or likely to give rise to a grievance or dispute;
  - (e) the steps involved in resolving the grievance or dispute at the workplace level may be conducted at the same time;
  - (f) the parties will, at all times, act in good faith and without undue delay;
-

- (g) where the grievance or dispute involves confidential or other sensitive information (including issues of harassment or discrimination) making it impractical or inappropriate for the employee to notify a particular supervisor or manager, they may notify the next appropriate level of management.

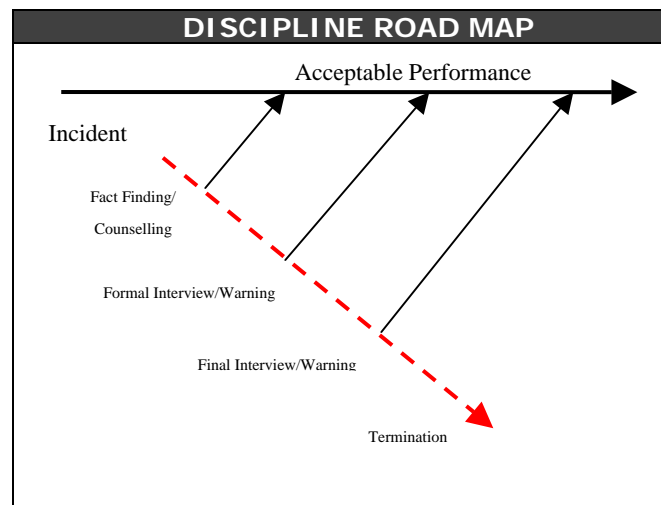
11.2 The steps involved in dispute resolution are as follows:

- (a) an employee who is concerned about any work-related matter may raise that matter with their immediate supervisor outlining the details of the issue and where possible, the remedy sought, with a view to resolving the concern. The supervisor will make every effort to respond to the employee's concern within 2 working days;
  - (b) if the employee's concern is not resolved, the employee will then give the next level manager written notice of the grievance or dispute outlining the details of the issue and where possible, the remedy sought. Within 2 working days, or as soon as practicable, of receiving the written notice, the manager must hold a meeting with the relevant people in an effort to resolve the grievance or dispute;
  - (c) if the grievance or dispute is still not resolved, the Human Resources Manager (or relevant nominee) and the appropriate Union Representative or other employee representative will be notified and a conference arranged between the employee and any relevant people in a further effort to resolve the grievance or dispute;
  - (d) if the grievance or dispute is still not resolved, State Water and the relevant Union may, if appropriate, refer the grievance or dispute to an agreed mediator for a mediation conference, attended by the employee with their Union Representative or other employee representative and a person with appropriate authority from State Water. In this instance the following will apply:
    - (i) State Water will meet the costs of the mediation;
    - (ii) the mediator will not make decisions or impose a solution on the parties to the grievance or dispute, unless the parties ask the mediator in writing to do so;
    - (iii) if a settlement is reached, the terms of the settlement must be written down and signed by both parties and the mediator before the mediation conference finishes. Such a signed settlement is binding on the parties and enforceable;
    - (iv) either party may end the mediation conference at any time, by giving written notice to the other;
  - (e) if the grievance or dispute is still not resolved, either party may refer the grievance or dispute to the NSW Industrial Relations Commission or other relevant tribunal for conciliation or arbitration, or both.
-

## Part C – Employee support

### 12 Counselling and discipline

- 12.1 Counselling and discipline is used under State Water policy to manage unsatisfactory performance or misconduct. It aims to bring the employee back to acceptable performance by adopting a cooperative problem solving approach. The counselling and discipline process is outlined in State Water's *Counselling and Disciplinary Policy*, the associated procedure and in the following Discipline Road Map:



### 13 Employee planning and review program

- 13.1 The employee planning and review program (EPR) at State Water encourages and supports:
- the development and maintenance of a culture of continuous improvement within a productive, positive and harmonious work environment;
  - employees and supervisors working in partnership to achieve personal, professional and organisational goals aligned with State Water's strategic and operational objectives.
- 13.2 The EPR program applies to all employees other than [casual employees](#) and is managed under State Water's *Employee Planning and Review Policy*. The process includes the following steps:
- employees develop an agreed work plan in conjunction with their supervisor at the beginning of each financial year;
  - a review is conducted at the end of the financial year, with the first review being conducted in July 2010;
-

- (c) the EPR system defines and provides for a review of performance in terms of 5 steps. The definition of each step is set out in Schedule 3 of this Agreement;
  - (d) each grade in the classification structure at Schedule 1 is divided into the 5 steps outlined in Schedule 3 of this Agreement;
  - (e) employees may move between the performance steps within each grade depending on the outcome of the EPR process.
  - (f) an employee's salary will not be reduced as a result of their evaluation under the EPR process
- 13.3 Disputes arising out of the operation of the EPR program may be resolved through the [dispute resolution process](#) outlined in this Agreement.

## **14 First aid**

- 14.1 State Water's goal is for all of its employees to obtain and maintain a recognised qualification in first aid. To that end, State Water will:
- (a) allow employees to attend first aid training and retraining courses during normal working hours; and
  - (b) meet the cost of approved first aid training and retraining to a level designed to meet its organisational needs.
- 14.2 Where an employee has received training in first aid as above, the employee will act as a designated first aid officer at State Water as required. First aid allowance has been rolled into the rates of pay established at [Schedule 1](#) of this Agreement. No Additional payment will be made for being the designated first aid officer as required.
- 14.3 State Water will provide and maintain first aid kits on all State Water work sites. It will also ensure that each kit complies with occupational health and safety regulations.
- 14.4 State Water will provide transport to the nearest hospital or doctor at its own expense where an employee is involved in a serious accident or incident or suffers serious sickness while at work.

## **15 Tools and personal protective equipment**

- 15.1 State Water will provide employees with the necessary tools and personal protective equipment to perform their duties and replace them when lost or worn.
- 15.2 Employees will take proper care of the tools and personal protective equipment, keeping them stored safely and using them safely and for their intended purpose.
-

## **16 Training, learning and development**

- 16.1 The parties to this Agreement recognise that if State Water is to increase efficiency, productivity and competitive performance within its business, employees need to achieve their performance objectives and State Water needs to provide employees with training, learning and development. So together, the parties are committed to:
- (a) establishing clear performance objectives;
  - (b) providing employees with career opportunities within State Water; and
  - (c) providing appropriate training, learning and development for employees; including supervision and leadership training for managers and supervisors.
- 16.2 State Water, in conjunction with employees, will prepare and implement employee learning and development plans to meet business and employee needs as part of the workforce planning process and the [Employee Planning and Review Policy](#) and system.
- 16.3 All employees are eligible to apply for study assistance to complete courses relevant to State Water's business and employees' career aspirations. Study assistance may be in the form of financial assistance, examination leave and study leave and will have regard to State Water's operational needs.
- 16.4 Training, learning and development are managed under State Water's *Learning and Development Policy*.

## **17 Working in severe weather**

- 17.1 For the purposes of this clause, severe weather means wet weather or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperature or any combination of those circumstances.
- 17.2 With the overriding concern of the parties to this Agreement being employee safety in the performance of work, the parties agree that:
- (a) appropriate functions can be carried out in severe weather as long as protective clothing of an agreed standard is issued and used; and
  - (b) supervisors, in consultation with employees, will assess risks before deciding to direct work in severe weather.
-



## Part D – Hours of work

### 18 Flexible working hours

- 18.1 While State Water expects employees to work regular work patterns for each site, it acknowledges the importance of work life balance and the part flexible working hours plays in achieving that balance.
- 18.2 Subject to operational requirements, State Water will manage flexible working hours in the following manner:
- (a) employees will commence work:
    - (i) at an agreed time between 7.30am and 9am each day;
    - (ii) local or individual arrangements may be agreed between State Water and the affected employees allowing for earlier or later start times to better meet operational needs or employee family and carer responsibilities. Agreement to local or individual arrangements will not be unreasonably withheld;
  - (b) an employee's ordinary hours will be:
    - (i) 72 hours worked across 9 days in each fortnight, Monday to Friday with the pay for the fortnight averaged across 10 days;
    - (ii) local or individual arrangements may be agreed between State Water and the affected employees allowing for employees to work standard hours or another work arrangement to better meet operational needs or employee family and carer responsibilities. Agreement to local or individual arrangements will not be unreasonably withheld;
    - (iii) one day in each fortnight will be scheduled as a rostered day off (RDO)
    - (iv) where an RDO falls on a public holiday an alternative day will be nominated as the RDO for that fortnight;
  - (c) State Water will name the RDO at least one month in advance, taking account of the interests of employees and its operational needs in light of seasonal, climate, business and workload factors;
  - (d) each day of paid leave taken and any public holidays occurring during the fortnight period will, for the purpose of this sub clause, be treated as a day worked;
  - (e) an employee who has worked less than 72 hours in the fortnight will be paid a pro rata amount for the RDO based on the accrued hours they have worked;
  - (f) to meet operational needs and without incurring a penalty, State Water may require employees to work on a RDO, but it must give
-

affected employees at least 12 hours notice. State Water and affected employees may agree:

- (i) on an alternative day off and that alternative day may only be deferred due to an emergency; or
  - (ii) to bank the RDO;
- (g) where an employee agrees with their manager to defer taking the [RDO](#) and instead bank it, the following arrangements will apply:
- (i) a total of 5 [RDO's](#) may be banked;
  - (ii) employees will be given an opportunity to take their [banked RDO's](#) at a time convenient to both the employee and State Water and prior to the end of January each year except where excluded by 18.3(c) of this Agreement;
- (h) [RDO's](#) may be taken:
- (i) on consecutive working days;
  - (ii) with other periods of authorised leave;

18.3 Restrictions and changes to [flexible hours](#):

- (a) an employee's attendance outside the hours of a [standard day](#) will be subject to the availability of work and must be approved by their manager beforehand, except in an emergency;
  - (b) [flexible working hours](#) are not available for employees who work permanent [standard hours](#) or work on a [shift or roster](#) arrangement;
  - (c) an employee with an accrued [annual leave](#) balance of more than 40 days may not take [banked RDO's](#) until that [annual leave](#) balance is reduced to at least 40 days;
  - (d) where an employee has been found to have deliberately and persistently breached the [flexible working hours](#)' scheme then, as part of any remedial action, State Water may direct the employee to work [standard hours](#) rather than [flexible hours](#). This change may be implemented immediately as part of the remedial action;
  - (e) State Water may direct an employee to work [standard hours](#) rather than [flexible hours](#) if State Water decides that [flexible work hours](#) or any local or individual arrangement does not suit the operational requirements of the business or a section of the business. In such a case State Water will [consult](#) with the affected employee and the employee's representative about the change prior to implementation. In this case, the employee will be given a minimum of 3 months notice before making the change. The change may be implemented earlier by agreement.
  - (f) flexible hours' trial – the flexible hours arrangements contained in this Agreement are new to some areas of the business. As a result the following arrangements will apply:
-

- (i) State Water will monitor the operation of the flexible working hour arrangements during the life of this Agreement;
- (ii) State Water will conduct a review of the arrangements and will discuss this review with the JCC no later than six months prior to the expiry of this Agreement;
- (iii) in the event that all parties to the JCC agree that the flexible working hours trial has been unsuccessful, the flexible hours' arrangements in operation prior to the commencement of this Agreement or another arrangement, as agreed between the parties, will be implemented at 1 July 2012 or other agreed date.

18.4 Where employment ends, the following arrangements will apply:

- (a) the employee will be paid for any [banked RDO's](#) and accumulated hours balance on the last day of service;
- (b) where the employee has a [flexible hours](#) debit balance on the last day of service, that balance must be deducted from any unpaid salary or from the monetary value of accrued [annual leave](#) and [long-service leave](#).

## **19 Job share arrangements**

19.1 An employee may seek a job share arrangement by making an application in writing to the employee's supervisor.

19.2 When considering the application for a job share arrangement, the supervisor, in conjunction with the Human Resources Manager, will examine the following:

- (a) nature and requirements of the work;
- (b) delegation of work to employees;
- (c) effect on co-workers and customer service;
- (d) method of monitoring and assessing the arrangement.

19.3 The supervisor in conjunction with the Human Resources Manager, will consult with the supervisor's manager and approve the application if all parties are satisfied that State Water's operational needs can be met after the implementation of the job share arrangement.

19.4 If the application is approved, the task assignment, hours of work, duration, details of the arrangement and other terms and conditions must be placed on the employee's personnel file.

19.5 The terms and conditions applying to [part time](#) employees under this Agreement also apply to a job share arrangement.

---

## 20 Make-up time

20.1 With State Water's agreement, an employee may elect to take time off during [standard hours](#) and "make-up time", by working those missed hours at another agreed time at the [ordinary rate of pay](#).

## 21 Meal breaks

21.1 An employee:

- (a) within 5 hours of starting work, must take an unpaid meal break of at least 30 minutes; and
- (b) may extend the break to 1 hour;
- (c) may take more than 1 hour for the unpaid meal break as long as the employee's supervisor approves and the employee [makes up](#) their [ordinary hours of work](#) in the fortnight.

21.2 An employee may take a paid morning tea break of 10 minutes.

21.3 Depending on operational needs and subject to sub clause 21.1 (a) above, State Water and the employee may agree to change:

- (a) the timing and duration of meal breaks; and
- (b) the timing of morning tea breaks.

21.4 Employees working [overtime](#) are entitled to a paid meal break of 30 minutes:

- (a) after working every 4 hours of [overtime](#) without a meal break;
- (b) after working 2 hours [overtime](#) on top of a full period of [ordinary hours](#), where more than 2 hours [overtime](#) is required;
- (c) where [overtime](#) on a Saturday, Sunday or [public holiday](#) continues after 12 noon, the 30-minute paid meal break must be taken after 4 hours of work.

## 22 Ordinary hours of work

22.1 [Ordinary hours](#) of work are arranged in the following manner:

- (a) [ordinary hours](#) of work for all employees covered by this Agreement, other than [casual employees](#), are 36 hours a week;
  - (b) the span of hours for a normal working day is 6am to 7pm Monday to Friday; except for [shift workers](#) where ordinary hours may span 6am to 7pm each day as per the [Shift rosters](#) clause in this Agreement;
  - (c) [ordinary hours](#) of work may extend up to 10 hours on any 1 day;
  - (d) State Water will establish various arrangements for [ordinary hours](#) of work to suit its operational needs.
-

- 22.2 Working arrangements may be varied in the following manner:
- (a) by an employee with agreement of State Water prior to making any change;
  - (b) by State Water after proper consultation and:
    - (i) by agreement between State Water and the majority of employees affected by the change; or
    - (ii) by giving affected employees at least 2 weeks' notice before making the change. Change may be implemented earlier by agreement.

## 23 Overtime

- 23.1 Employees may be required to work [reasonable overtime](#) to meet the needs of State Water. Employees are not required to work unreasonable hours. An employee may refuse to work overtime where to do so would amount to working unreasonable hours.
- 23.2 Overtime is the time an employee is directed and authorised to work in excess of:
- (a) 10 continuous hours in any day; or
  - (b) 36 [ordinary hours](#) a week (as defined in the clause [Ordinary hours of work](#) in this Agreement);
  - (c) For the purpose of this clause, each day of paid leave taken is to be regarded as a day worked.
- 23.3 Employees will be paid overtime at overtime rates, except where excluded as per the [Annualised overtime and flexibility arrangements](#) clause and clause 54.3 [Pay – transition to the classification structure](#) regarding maintained shift roster and on call payments in this Agreement.
- 23.4 The following overtime rates apply:
- (a) overtime worked Monday to Friday is paid at time and a half;
  - (b) overtime worked on a Saturday is paid at time and half for the first 2 hours and then double time after that;
  - (c) overtime worked on a Sunday is paid at double time;
  - (d) overtime worked on a [public holiday](#) will be paid at double time and a half;
  - (e) employees will be paid for no less than 3 hours work at the appropriate rate where they work overtime on Saturday, Sunday or a [public holiday](#).
- 23.5 After completing overtime, an employee will either:
- (a) be released from a return to ordinary duty for an unpaid break of 10 consecutive hours, excluding travel; or
-

- (b) be required to return to ordinary duty without having that break, but will be paid at double time until the break is given.
- 23.6 With State Water's agreement, an employee may elect to take time off on one or more occasions instead of payment for overtime provided that:
- (a) the time off is added to the employee's RDO bank; and
  - (b) it does not cause that [RDO bank](#) to exceed 5 days at any one time; and
  - (c) time off taken in place of payment for overtime is taken at the [ordinary hour's rate](#), that is to say, an hour for each hour worked;
  - (d) State Water will not unreasonably withhold such agreement.

## **24 Overtime - Annualised overtime and flexibility arrangements**

- 24.1 State Water may elect to offer employees an annualised overtime and flexibility arrangement as follows:
- (a) where [shift arrangements](#) are not appropriate for business needs yet a level of coverage of the worksite is required outside normal business hours; and
  - (b) where employees are paid under the annualised overtime arrangement, the employee may elect at 1 July each year to opt out of the annualised overtime arrangement.
- 24.2 These arrangements aim to:
- (a) offer flexibility for employees and the business;
  - (b) provide cost efficiencies;
  - (c) act as an efficiency driver;
  - (d) provide an incentive to deliver outcomes with minimal hours outside of normal business hours;
  - (e) increase accountability for employees to manage State Water assets within time and budgetary constraints.
- 24.3 The payment for the arrangement will be as follows:
- (a) be paid at 15% of the [base salary](#) of the employee as detailed in [Schedule 1](#) of this Agreement. This payment will be treated as part of superable salary;
  - (b) substitute for all other [roster](#) payments, [on call](#) payments and [overtime](#) up to and including 150 hours per annum; including 3 public holidays each year if required. Employees will receive payment for overtime if they work in excess of 20 hours overtime per fortnightly pay period;
  - (c) include compensation for the following:
-

- (i) [reasonable overtime](#) up to the limits specified above;
  - (ii) providing relief coverage for employees who are absent;
  - (iii) discontinued isolation allowance;
  - (iv) living on site as required;
  - (v) being [on call](#) according to the established on call roster as indicated below;
  - (vi) being [on call](#) to other work sites away from the normal place of work;
  - (vii) previously paid shift roster payments;
  - (viii) being contactable outside of business hours as required;
  - (ix) travel to and attendance at meetings and training as required up to the limits specified above;
- (d) where additional hours are required to be worked outside of the above arrangements, [overtime](#) will be paid as per the [Overtime](#) clause of this Agreement;

24.4 In addition, employees in receipt of this payment will be expected to carry out additional responsibilities according to the grade of their position without additional payment as follows:

- (a) Grade 5 will:
  - (i) retain accountability for the assets under their control whether or not they are on site except when the employee is on leave;
  - (ii) be contactable outside of business hours within reason. However, normal chain of command arrangements will apply in dealing with issues that may arise; and
  - (iii) be available to be [on call](#) 1 week in 4 if required.
- (b) Grade 4 will:
  - (i) be accountable for their own work and the work performed under their direction and supervision; and
  - (ii) be [on call](#) 1 week in 4.
- (c) Grade 3 will:
  - (i) be accountable for their own work and the work performed under their direction and supervision; and
  - (ii) be [on call](#) 1 week in 3.

24.5 Changes to the arrangements

- (a) short term changes - In emergencies and exceptional climatic and/or dam safety events, employees may be required without notice to move onto a [shift roster](#) arrangement. In this event:
-

- (i) if the period of change does not exceed 2 months, the 15% payment under this clause would apply in lieu of payments detailed in the [Shift rosters](#) clause and the [Allowances – on call/standby allowance](#) clause in this Agreement;
  - (ii) if the period of the change continues beyond 2 month's, roster payments would apply retrospectively for the entire period of the change as per the clause [Shift rosters](#) and the clause [Allowances – on call/standby allowance](#) in this Agreement in lieu of the 15% Annualised overtime and flexibility allowance;
- (b) longer term changes
  - (i) as business needs change, for example due to technological or regulatory change, the conditions of the annualised overtime and flexibility clause may be changed, may cease, employees may move to day work and employees may move to [shift work](#);
  - (ii) if employees are no longer required to work the annualised overtime and flexibility arrangements due to a change in business needs, then the 15% loading would no longer apply;
- (b) State Water will use the [consultative mechanisms](#) outlined in this Agreement if a change to these arrangements, or the numbers of employees working these arrangements, or the positions attracting these arrangements is required, including the requirement to move from day work to this annualised overtime and flexibility arrangement or to [shift work](#) or any such combination in order to meet business needs;
- (c) employees will be given a minimum of 3 months notice before making the change. The change may be implemented earlier by agreement.

## 25 Recall to work

- 25.1 An employee recalled to work [overtime](#) after leaving State Water's premises will be paid for a minimum of 3 hours' work at the appropriate [overtime](#) rates except where excluded in the [Overtime - Annualised overtime and flexibility arrangements](#) clause and clause 54.3 [Pay – transition to the classification structure](#) regarding maintained shift roster and on call payments in this Agreement. If the job can be completed within a shorter period, the employee need not work the full 3 hours.
- 25.2 When an employee returns to the place of work more than once on the same day and the first recall to work period overlaps into the next call out period/s, the time is calculated as one continuous period from the start of the first recall until the end of work with the employee being paid for the actual time worked or the 3 hour minimum (whichever is the greater).
- 25.3 When an employee returns to the place of work on a second or subsequent occasion and a period of 3 hours has passed since the
-



employee was first recalled, overtime will be paid for the actual time worked for the subsequent periods.

- 25.4 A recall to work excludes time spent travelling between the employee's residence and normal place of work.
- 25.5 An employee recalled to work within 3 hours of starting usual hours of work, will be paid at the appropriate overtime rate from the time of recall to the time of starting those usual hours.
- 25.6 This clause does not apply where the employee:
  - (a) usually returns to State Water's premises to perform a specific job outside the employee's ordinary hours of work; or
  - (b) is recalled to work immediately after the end of the employee's usual hours of work, in which case the employee will be paid at the appropriate overtime rate for actual overtime worked.

## **26 Shift rosters**

- 26.1 To meet its operational needs, State Water may require some employees to work on a regular roster which includes shifts scheduled outside normal business hours of operation.
  - 26.2 Shift roster types and arrangements may be added, changed or deleted to meet business needs as they arise.
  - 26.3 At the date of commencement of this Agreement there are three shift rosters:
    - (a) '10 On 4 Off' roster;
    - (b) '9 On 5 Off' roster;
    - (c) '11 On 3 Off' Roster.
  - 26.4 For an employee working the '10 On 4 Off' roster:
    - (a) the rostered-on period starts on a Tuesday and finishes on Thursday the following week - a continuous 10 day period;
    - (b) the off-duty period starts on the Friday after the continuous 10 day rostered-on period and finishes on the following Monday - a continuous 4 day period;
    - (c) the daily rostered hours are:
      - (i) Monday to Friday: 8 hours, excluding the lunch break;
      - (ii) Saturday and Sunday: 4 hours;
    - (d) shift penalties include compensation for working 4 hours a day on 23 Saturdays, 4 hours on Easter Saturday, 4 hours a day on 24 Sundays and 8 hours on 5 public holidays.
  - 26.5 For an employee working the '9 On 5 Off' roster:
-

- (a) the rostered-on period begins on a Tuesday and finishes on Wednesday the following week - a continuous 9 day period;
- (b) the off-duty period starts on the Thursday after the continuous 9 day rostered-on period and finishes on the following Monday - a continuous 5 day period;
- (c) the daily rostered hours are 8 hours, excluding the lunch break;
- (d) shift penalties include compensation for working 8 hours a day on 23 Saturdays, Easter Saturday, 24 Sundays and 5 public holidays.

26.6 For an employee working the '11 on 3 Off' roster:

- (a) the rostered-on period begins on a Tuesday and finishes on Friday the following week - a continuous 11 day period;
- (b) the off-duty period starts on the Saturday after the continuous 11 day rostered-on period and finishes on the following Monday - a continuous 3 day period;
- (c) the daily rostered hours are:
  - (i) Monday to Friday: 7.11 hours, excluding the lunch break;
  - (ii) Saturday and Sunday: 4 hours;
- (d) shift penalties include compensation for 4 hours a day on 23 Saturdays, 4 hours on Easter Saturday, 4 hours a day on 24 Sundays and 7.11 hours on 5 public holidays;

26.7 The payment arrangements for shift rosters are as follows:

- (a) an employee working shifts will be paid a shift penalty as follows:
    - (i) 6 day roster from Monday to Saturday will be paid 8% of base salary;
    - (ii) 7 day roster from Monday to Sunday will be paid 12% of base salary;
  - (b) for the purpose of calculating the shift penalties listed above the following rates are used:
    - (i) all rostered time worked on a Saturday is paid at time and a half;
    - (ii) all rostered time worked on a Sunday is paid at time and three quarters;
    - (iii) all rostered time worked on [public holidays](#) is paid at double time and a half;
  - (c) employees will also receive, in addition to the shift penalties included in this clause, the [on call allowance](#) if they are working as part of the call out roster as per the [on call](#) arrangements in this Agreement;
-

- (d) shift penalties will be treated as part of base salary for superannuation purposes;
- (e) a [public holiday](#) falling within the rostered-on period is treated as a normal working day;
- (f) each day of paid leave taken is to be regarded as a day worked for accrual purposes;
- (g) employees who are required to work rosters under this Agreement are entitled to extra [annual leave](#) as per the [Annual leave](#) clause in this Agreement;

employees who work directed [overtime](#) on a Saturday, Sunday, or [public holiday](#) for periods in addition to those compensated by the shift penalties, will be paid for actual hours worked at the appropriate [overtime](#) rate as per the [Overtime](#) clause in this Agreement.

26.8 The working arrangements for shift rosters are as follows:

- (a) the [ordinary working hours](#) for an employee working on a roster, will be 72 hours each fortnight (based on an average of 36 [ordinary hours](#) a week);
  - (b) State Water may set starting and finishing times at each work location between the hours of 6am and 7pm to meet its operational needs;
  - (c) where practicable, State Water will give at least 48 hours' notice when requiring an employee to change from one shift to another;
  - (d) if, to meet business needs, State Water needs to change shift arrangements, it will:
    - (i) initiate the [consultation process](#) in this Agreement; and
    - (ii) give employees at least 2 weeks' notice before making the change. Shift changes may be implemented earlier by agreement;
    - (iii) give employees additional lead time where practicable, before making the change where the employee has carer responsibilities that may impact on their ability to change shift patterns;
    - (iv) 2 week's notice to employees will only be waived in an emergency such as a flood, where a short term change or move to shift arrangements may be required without notice to employees to meet business needs;
    - (v) shift changes may include such changes as changing starting and finishing times; changing shift roster systems; changing the number of employees required to work the shift rosters; moving employees from day work to a roster; moving employees from a roster to day work; moving employees between different types of roster or work arrangements or other such change.
-

## Part E – Leave

### 27 Annual leave

#### 27.1 Annual leave entitlement

- (a) employees accrue annual leave at the rate of 20 working days a year;
- (b) employees who work west of the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913 before its repeal and as per the map included at Schedule 4 of this Agreement accrue additional annual leave as follows:
  - (i) 5 working days a year;
  - (ii) employees entitled to this additional annual leave can elect at any time to cash out this additional accrued annual leave;
  - (iii) this additional [annual leave](#) must be used by 30 June of the financial year in which it is accrued or it will be paid out to the employee at that time;
  - (iv) payment for this extra leave excludes leave loading and shift penalties;
- (c) part time employees accrue annual leave on a pro rata basis determined on the average weekly hours worked per leave year;
- (d) annual leave accrues from day to day.

#### 27.2 Annual leave entitlement for [shift workers](#)

- (a) [shift workers](#) accrue extra paid annual leave each year as follows:
    - (i) 2.5 working days per year, when working a 6 day shift roster from Monday to Saturday;
    - (ii) 5 working days per year, when working a 7 day shift roster from Monday to Sunday;
    - (iii) a [shift worker](#) entitled to this additional annual leave can elect at any time to cash out this additional accrued annual leave;
  - (b) an employee who has worked as a 6 day or 7 day [shift worker](#) for a portion of the year will receive the additional leave on a proportionate basis;
  - (c) payment for this extra leave includes [shift allowance and penalties](#) or [annual leave loading](#), whichever is the greater.
-

27.3 Purchased annual leave

- (a) employees, excluding those covered by sub clauses 27.1 (b) and 27.2 above, may elect at 1 July each year to '[purchase](#)' an extra week's annual leave by reducing their [salary](#) by 1 week per year;

27.4 State Water will manage the arrangement for this additional '[purchased](#)' [annual leave](#) in the following manner:

- (i) the employee's adjusted salary for the year after funding the additional '[purchased](#)' [annual leave](#) is calculated in the following manner:

$$AS = NP - \frac{NP}{52.1786}$$

Where:

AS = Adjusted salary after leave purchase

NP = Employee's notional rate of pay before leave purchase

365.25 = Average days in a year (including leap year)  
( (365\*3+366) ÷ 4 )

52.1786 = Average number of weeks in a year  
(365.25 ÷ 7 days)

- (ii) the additional '[purchased](#)' [annual leave](#) must be used by 30 June the following year or it will be paid out to the employee at that time;
- (iii) payment for this additional '[purchased](#)' annual leave excludes leave loading and shift penalties;

27.5 Taking annual leave

- (a) State Water may shut down operations for 2 weeks over the Christmas-New Year period and require employees to take annual leave along with [public holidays](#) at that time;
  - (b) employees must take at least 2 consecutive weeks' annual leave every 12 months. However, State Water may agree on alternative arrangements with the employee;
  - (c) with State Water's consent, an employee may elect in any calendar year to take up to 10 days annual leave in single day or part-day periods at agreed times;
  - (d) when an employee has accrued more than 30 days' annual leave, the employee, in conjunction with their supervisor, will prepare a leave management plan to assist with the management of that leave for the employee's benefit, while having due regard to State Water's operational needs. As part of this leave management plan, State Water may elect to buy back any '[purchased](#)' [annual leave](#).
-

## 28 Annual leave loading

28.1 Annual leave loading for all employees, except [shift workers](#), is calculated at the rate of 17.5% loading on a maximum of 4 weeks' [annual leave](#) accrued each year and is calculated as follows:

$$LL = \frac{NP \times L}{365.25} \times LP$$

Where:

LL = Leave loading

NP = Employee's notional rate of pay

L = Annual leave loading expressed as a percentage rate of 17.5

LP = Leave period expressed in days

365.25 = Average days in a year (including leap year)

( (365\*3+366) ÷ 4 )

28.2 Annual leave loading for [shift workers](#) is calculated in the following manner:

- (a) for employees working regularly on Sundays or public holidays, the annual leave loading will be calculated on the actual [annual leave](#) accrued or on 5 weeks' leave, whichever is the lesser;
- (b) payment for the additional leave accrued by shift workers will include the greater of either:
  - (i) [shift allowance and penalties](#); or
  - (ii) [annual leave loading](#) as calculated above for all other employees.

28.3 Annual leave loading payments

- (a) annual leave loading will be paid in the first pay in December each year;
  - (b) for the purpose of calculating annual leave loading, the leave year will commence on 1 December each year and end on 30 November of the following year;
  - (c) payment of the annual leave loading, as calculated above, will be based on the [annual leave](#) accrued during the previous leave year up to and including 30 November. For example, leave loading paid in the first pay period in December 2010 will be based on annual leave accrued from 1 December 2009 to 30 November 2010;
  - (d) except in cases of [redundancy](#), proportionate annual leave loading is not payable on cessation of employment.
-

## 29 Agreement holidays

- 29.1 Employees will be given any day proclaimed as a NSW State-wide public holiday as an Agreement holiday with ordinary pay.
- 29.2 In addition, employees will be given an extra Agreement holiday with ordinary pay on the first working day after Boxing Day each year.
- (a) the extra Agreement Holiday replaces:
    - (i) Union Picnic Day;
    - (ii) August Bank Holiday;
    - (iii) Public Service Holiday; and
    - (iv) any other local holiday;
  - (b) an employee who is required to work on the first working day after Boxing Day may take this extra day's leave on another agreed day before the end of February.
  - (c) all usual public holiday arrangements apply to this extra holiday. While its offices may be closed on this day, State Water's operational needs must still be met with stand by arrangements being put in place.

## 30 Family and community service leave

- 30.1 Employees are entitled to paid leave for the purpose of attending to unplanned and emergency family and community services responsibilities (FACS leave).
- 30.2 Non-emergency appointments or responsibilities should be scheduled or performed outside of normal working hours and are not intended to be covered by FACS leave.
- 30.3 Unplanned and emergency responsibilities covered by FACS leave may include the following:
- (a) to provide unplanned and emergency support for [family members](#) when they are ill;
  - (b) compassionate grounds such as the death or illness of a close [member of the family](#) or a member of an [employee's household](#);
  - (c) emergency accommodation matters, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required in order to remove furniture and effects as a result of an emergency;
  - (d) emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from attending work;
-

- (e) attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
- (f) attendance at court by an employee to answer a charge for a criminal offence, but only if State Water considers the granting of family and community service leave to be appropriate in a particular case.

30.4 Family and community service leave may be granted for:

- (a) attendance as a competitor in a major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State;
- (b) where an employee holds office in Local Government and is required to perform responsibilities that cannot be scheduled out of working hours such as meetings or conferences, except where the employee holds the position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.

30.5 FACS leave accrues as follows:

- (a) 2.5 days in the first year of service;
- (b) 2.5 days in the second year of service;
- (c) 1 day per year after that;
- (d) additional paid FACS leave of up to 2 days may be granted on a discrete, per occasion basis on the death of an employee's [family member](#), if an employee has exhausted all FACS leave;
- (e) any unused accrued FACS leave accumulates each year.

## **31 Jury service leave**

- 31.1 An employee who is required for jury service must notify State Water promptly of the date on which that service is to start.
  - 31.2 State Water will pay the difference between the jury service fee the employee receives and the employee's [ordinary rate of pay](#) for jury service during the employee's usual [ordinary hours](#) of work.
  - 31.3 If an employee is required for jury service while on [annual leave](#) or [long-service leave](#) or paid [parental leave](#) then, at the employee's request and on production of satisfactory evidence, State Water will credit the employee with an amount of that leave equal to the time spent on jury service.
  - 31.4 An employee may use accrued leave and [leave without pay](#) as per the conditions of this Agreement, to attend court on matters unrelated to State Water business.
-



## **32 Leave management**

32.1 All leave is managed under State Water's leave policies.

## **33 Leave without pay**

33.1 State Water may grant leave without pay at its discretion to an employee on a full-time or a part-time basis.

33.2 Where an employee is granted leave without pay for a period of up to 10 consecutive working days, the employee will be paid for any [public holidays](#) falling within that period.

33.3 Where an employee is granted leave without pay amounting in total to no more than 5 working days in a 12 month period that leave will count as service for accrual of [annual leave](#).

33.4 An employee, who has been granted leave without pay, must not engage in employment of any kind during the period of leave without pay without first obtaining State Water's approval.

33.5 An employee must take accrued [annual leave](#) before seeking leave without pay. However, State Water may make other arrangements with an employee at its discretion.

## **34 Long service leave**

34.1 Employees are entitled to long-service leave in accordance with the provisions of the Public Sector Employment and Management Amendment (Extended Leave) Act 2005.

34.2 Under that Act, long-service leave is accrued at the rate of:

- (a) 44 days paid leave for the first 10 completed years of service with State Water; and
- (b) 11 days paid leave for each completed year of service after that.

34.3 When employment ends an employee is eligible for payment of long-service leave:

- (a) after completing at least 7 years' service where employment ends for any reason;
  - (b) after completing at least 5 years' service where employment ends because:
    - (i) State Water ends the employment for any reason other than the employee's serious and wilful misconduct; or
    - (ii) the employee ends the employment due to illness, incapacity or domestic or other pressing necessity; or
    - (iii) the employee has died.
-

## 35 Military leave

- 35.1 Under the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from performing or volunteering to perform, ordinary defence Reserve service.
- 35.2 In any financial year, State Water will grant military leave on full pay to an employee who is a volunteer part-time member of the Defence Forces. This leave is granted to enable the employee to undertake compulsory annual training and to attend schools, classes, instruction courses or compulsory parades conducted by the employee's unit.
- 35.3 State Water will grant military leave on full pay for up to:
- (a) 24 working days each financial year to members of the Naval and Army Reserves;
  - (b) 28 working days each financial year to members of the Air Force Reserve.
- 35.4 State Water will grant an employee up to 1 day's [special leave](#) each year to attend medical examinations and tests required for acceptance as volunteer part-time members of the Australian Defence Forces.
- 35.5 Where the Australian Defence Forces ask an employee to perform extra military service requiring more leave than the entitlement above, State Water may grant the employee additional leave through Military Leave Top Up Pay, provided that the total military leave taken does not exceed 36 days in any financial year.
- 35.6 Military Leave Top Up Pay is the amount by which an employee's [ordinary rate of pay](#), assuming the employee had been at work, exceeds the pay the employee receives as a reservist.
- 35.7 While Military Leave Top up Pay is being paid:
- (a) the employee continues to accrue [sick leave](#), [annual leave](#) and [long-service leave](#); and
  - (b) State Water continues making superannuation contributions at the normal rate.
- 35.8 On ending a period of military leave, the employee will supply State Water with a certificate of attendance and the employee's reservist pay details signed by the commanding officer or other responsible officer.

## 36 Observance of essential religious/cultural obligations

- 36.1 An employee may use [annual leave](#), [long-service leave](#), [banked RDO's](#), [FACS leave](#) or [leave without pay](#) to observe:
- (a) essential religious obligations of their faith; or
  - (b) essential cultural obligations of their culture.
-

- 36.2 As long as the employee gives adequate notice when asking for leave and it is convenient to release the employee from duty, State Water will grant leave.
- 36.3 Having obtained State Water's approval beforehand, an employee of any religious faith may take time off during daily working hours to observe essential religious obligations of that faith. However, the employee must arrange with State Water to [make up](#) the time off.
- 36.4 State Water will grant up to 1 day's [special leave](#) each year to employees who regard themselves as Indigenous Australians so they can take part in the National Aborigines and Islander Day of Commemoration Celebrations (NAIDOC). An employee who qualifies for this leave may negotiate with their supervisor exactly when the leave will be taken. It may be taken at any time leading up to, during or immediately after NAIDOC week.

### **37 Parental leave**

- 37.1 Employees will have access to maternity, paternity or adoption leave under the NSW Industrial Relations Act, 1996.
- 37.2 After 12-months continuous service with State Water, an employee may elect:
- (a) to take either 14 weeks maternity leave on full pay or 28 weeks maternity leave on half pay;
  - (b) to take either 1 week paternity leave on full pay or 2 weeks paternity leave on half pay;
  - (c) to take either 14 weeks adoption leave on full pay or 28 weeks adoption leave on half pay.
- 37.3 An employee may take extra leave without pay to top up a period of maternity leave or adoption leave as long as the total period of leave does not exceed 52 weeks.
- 37.4 An employee may use all or part of any [annual leave](#) or [long-service leave](#) or other paid leave as long as the total period of leave does not exceed 52 weeks.
- 37.5 To assist the employee in reconciling work and parental responsibilities,
- (a) an employee entitled to parental leave may make a request (in writing):
    - (i) for an extension of the period of simultaneous unpaid parental leave up to a maximum of 8 weeks;
    - (ii) for an extension of the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
    - (iii) to return from a period of parental leave on a part time basis until the child reaches school age. Such a request will be made as soon as possible but no less than 7 weeks
-

prior to the date the employee is due to return to work from parental leave;

- (b) State Water will 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 business including such grounds as cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service. State Water's response to the employee will be made in writing.

37.6 Paid leave granted under this clause is counted as service for the purposes of this Agreement.

37.7 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, State Water will take reasonable steps to make information available to the employee and provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave;
- (b) The employee will take reasonable steps to inform State Water about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis;
- (c) The employee will also notify State Water of any changes of address or other contact details which may affect State Water's ability to communicate with the employee while on parental leave.

## **38 Personal carer's leave**

38.1 An employee may use their [FACS leave](#) accrual to provide unplanned and emergency care and support for [family members](#) when they are ill.

38.2 Where an employee has exhausted all [FACS leave](#), they may access all of their previous 3 year's unused [sick leave](#) accruals (excluding the current year's sick leave accrual) for personal carer's leave. In this case, an employee must provide satisfactory evidence of the illness of the [family member](#) as defined in State Water's *Personal Carer's and Sick Leave Management Policy*.

38.3 In normal circumstances, an employee must not take personal carer's leave where someone else or an institution is providing care for the same person.

38.4 Where possible, and within an hour of the usual starting time, the employee must notify the employee's supervisor or manager of the need

---

to care for an ill [family member](#) and how long the employee expects to be off work.

### **39 Sick leave**

39.1 An employee who is absent from work due to personal illness or injury will have access to 15 days sick leave each year with pay on these terms:

- (a) where possible, and within an hour of the usual starting time, the employee must notify the employee's supervisor or manager of the personal illness or injury and how long the employee expects to be off work;
- (b) the employee must satisfy the employee's supervisor or manager that an absence is due to personal illness or injury. However, unless this Agreement requires otherwise, the employee need not produce a medical certificate;
- (c) the employee may be required to produce satisfactory medical or other approved evidence (as detailed in State Water's *Personal Carer's and Sick Leave Management Policy*) in the following instances:
  - (i) for all absences of 3 days or more;
  - (ii) for all absences where 5 uncertified days sick leave have been taken for the year;
  - (iii) if an employee is to undergo sick leave case management;
- (d) an employee who has been absent on a long period of sick leave may be required to participate in a return to work program;
- (e) if the employee has taken approved sick leave and receives compensation under any Act or law for that period of leave, the employee must reimburse State Water any amounts paid as sick leave.

39.2 Sick leave accrues from day to day at the rate of 15 days per year of service.

39.3 Any unused accrued sick leave accumulates each year.

### **40 Sick leave – illness during annual or long-service leave**

40.1 State Water will re-credit [annual leave](#) and [long service leave](#) to an employee who suffers sickness or injury whilst on annual or long service leave where the employee:

- (a) produces satisfactory medical evidence outlining the period of illness or injury; and
  - (b) where the period stated in the medical evidence is 5 working days or more; and
-

- (c) the employee has a sufficient [sick leave](#) balance from which to debit the period of illness or injury.

40.2 Paid sick leave will not be granted during a period of unpaid leave.

## **41 Special leave**

### 41.1 Special leave for emergency services volunteers

- (a) employees who are volunteer members of recognised emergency service groups may be granted special leave for the purpose of attending training or emergency incidents occurring locally to the employee's normal place of work in their capacity as a volunteer in any of these organisations. A maximum of 8 days may be taken in any calendar year for this purpose;
  - (b) declared emergencies
    - (i) if a situation arises requiring a major operational response, or an emergency is declared under section 44 of the Rural Fires Act 1997, under other relevant legislation or by the Premier, employees who volunteer to assist are granted special leave with no upper limit;
    - (ii) emergency services leave granted for declared emergencies does not count towards the 8 day upper limit specified above in this clause;
  - (c) State Water emergencies will take precedence over any other emergencies;
  - (d) rest periods
    - (i) if a volunteer employee remains on emergency duty for several days, the employee will be granted special leave to allow reasonable time for recovery before returning to work;
    - (ii) if a volunteer employee assists in an emergency at a time where it would be unreasonable to expect the employee to report for work at the normal time, the employee will be granted up to 1 day special leave for rest;
    - (iii) rest periods are in addition to the maximum 8 days emergency services volunteers leave provided for in this clause;
  - (e) notice to State Water

Prior to attending training or an emergency that would require the employee to be absent from work, the employee or their nominee, will notify State Water as follows:

    - (i) prior to leaving the workplace if the employee is on duty when called to attend the emergency;
    - (ii) ordinarily within 1 hour of the employee's usual starting time or as soon as reasonably practicable, of the employee's
-

intention to attend an emergency and the estimated duration of the absence if and/or when known;

- (iii) at least 48 hours prior to the commencement of the employee's usual working time or sooner where practicable, if required to attend an emergency services training course;
- (f) approval of leave

Approval and payment for leave will be subject to:

- (i) notice being given to State Water as per this clause;
- (ii) written confirmation of attendance from the relevant Emergency Service Group;
- (iii) State Water's operational requirements and convenience.

#### 41.2 Special leave for relocation and living away from home

- (a) State Water will grant special leave to an employee to visit dependants when, due to work requirements, the employee is temporarily living away from home or has moved to a new location ahead of dependants;
- (b) the period of leave must be sufficient to enable the employee to return home once a month for 2 days and 2 nights to be with family. It must be taken before or after a weekend or a long weekend or, in the case of a [shift worker](#), before or after rostered days off;
- (c) if the employee wishes to return home more often, the employee may use [annual leave](#), [long-service leave](#), [banked RDO's](#) or [leave without pay](#) (as per this Agreement), if State Water's operational needs permit.

#### 41.3 Special leave for other purposes

- (a) State Water may grant an employee special leave on full pay for other purposes set out in this Agreement or that may arise.

## 42 Trade Union leave

#### 42.1 State Water will grant [special leave](#) with pay to:

- (a) employees for undertaking accredited Occupational Health and Safety (OHS) courses or training for OHS Committee members;
  - (b) union delegates for undertaking the following activities:
    - (i) annual or biennial conferences of the delegate's Union;
    - (ii) meetings of the Union Executive, Committee of Management or Councils;
    - (iii) annual conference of Unions New South Wales and the biennial Congress of the Australian Council of Trade Unions;
-

- (iv) attending meetings called by Unions New South Wales involving the delegate's Union and requiring attendance of a delegate;
- (v) giving evidence before an Industrial Tribunal as a witness for the delegate's Union;
- (c) union members up to 12 days in any 2 year period for undertaking courses organised and conducted for or by the employee's Union or a training provider nominated by the employee's Union;
- (d) this leave is granted subject to:
  - (i) State Water's operational requirements;
  - (ii) the employee's absence being able to be covered by existing employees;
  - (iii) pay being paid at the [ordinary hours](#) rate, that is the base rate of pay excluding extraneous payments such as shift allowances, penalty rates, overtime, overtime in lieu, or other costs;
  - (iv) all travelling and associated expenses being met by the employee or the employee's Union;
  - (v) the employee's Union or a nominated training provider confirming the employee's attendance in writing;
  - (vi) the Union advising State Water in writing, in advance and as soon as the date, time and expected duration of meetings, trainings or activities are known;
- (e) State Water will allow the employee reasonable travel time to and from such meetings, conferences and training where [special leave](#) applies;
- (f) State Water will re-credit any rostered day off or other leave applied for on the day to which [special leave](#) applies;

42.2 Subject to operational requirements, union delegates will be released from the performance of their normal duties but be considered to be on duty when required to undertake any of the following activities in their role as delegate:

- (a) attendance at JCC meetings;
  - (b) attendance at OHS meetings and activities as an OHS representative;
  - (c) attendance at meetings with State Water requiring an employee to attend in the capacity of union delegate;
  - (d) attendance at disciplinary or grievance meetings where an employee requires a delegate to be in attendance;
  - (e) giving evidence in court on behalf of State Water;
-



- (f) presenting information about the union to new employees inducted at State Water;
  - (g) distributing official information from the delegate's Union at the workplace provided a minimum of 24 hours notice is given to State Water management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- 42.3 Where union delegates are carrying out on duty union delegate functions as described in sub clause 42.2 above, State Water will:
- (a) allow the union delegate reasonable preparation time before attending meetings with management;
  - (b) allow for reasonable travel time to and from meetings;
  - (c) meet the approved travel and accommodation costs incurred from meetings called by State Water management;
  - (d) re-credit any rostered day off or other leave applied for on the days which on duty union delegate responsibilities are required;
  - (e) provide delegates with reasonable access to the following facilities for authorised union activities:
    - (i) telephone, facsimile, e-mail if available;
    - (ii) access to staff notice boards for material authorised by the delegate's Union;
    - (iii) workplace conference or meeting facilities, where available, for meetings with members as agreed with State Water and the delegate's Union.
- 42.4 State Water and the Union may enter into an "on loan" arrangement allowing a union member to be seconded to the Union. This on loan arrangement is granted subject to:
- (a) the employee not working on State Water related matters, unless otherwise agreed in advance with State Water;
  - (b) the Union reimbursing State Water all employee related costs including salary and on costs such as superannuation, etc;
  - (c) written agreement being reached with State Water prior to the commencement of the on loan arrangement including the details of the on loan arrangement, duration and the cost reimbursement schedule;
  - (d) the on loan arrangement being kept to a minimum time;
  - (e) any application to extend the on loan arrangement being made in writing to State Water and agreement reached about the arrangement well in advance of the expiry date of the current arrangement;
  - (f) State Water will continue to pay the employee while they are on loan;
-

- (g) on loan arrangements are to be considered as service with State Water for the accrual of leave. The Union will advise State Water of any leave taken by the employee while they are on loan;
  - (h) State Water may grant the on loan arrangement at its discretion to an employee on a full-time or a part-time basis subject to State Water's operational requirements.
-

## Part F – Remuneration and other payments

### 43 Allowances

- 43.1 Allowances are set out in [Schedule 2](#).
- 43.2 All other allowances previously paid prior to the implementation of this Agreement have either been removed or absorbed into the [base pay rates](#) set out in [Schedule 1](#).

### 44 Allowances – alternative work/higher duties allowance

- 44.1 To facilitate a collegial environment in the workplace and to foster multi skilling and development, employees may be required to perform alternative work, where competent to do so, without changes in pay.
  - 44.2 Where an employee performs the work of a higher grade position or performs extra duties from another position in addition to their own duties for a period of:
    - (a) less than 5 days, then the employee will not be paid any additional payments;
    - (b) for 5 days or more, then the employee will receive a higher duties allowance for the entire time spent acting in the position. In this instance, the allowance will be paid as follows:
      - (i) the allowance will equal the difference between the employee's current rate of pay and the [Step 1 rate of pay](#) for the position where all the functions and responsibilities of the role are undertaken during the acting period;
      - (ii) where the relieving employee does not undertake all the functions and responsibilities of the position, the allowance will be determined by State Water by multiplying the allowance determined above and the percentage of the role undertaken by the employee;
    - (c) 2 months or more, then the employee will be temporarily appointed to the position or the revised position.
      - (i) Where a temporary appointment is made, a temporary rate will be established for that position that is consistent with the [job size, classification structure](#) and the [Step 1 rate of pay](#) in this Agreement;
      - (ii) The temporary rate will be effective from the time the person is temporarily appointed to the position to the time they cease acting in that position.
    - (d) An employee's rate of pay will not be reduced when performing the work of a higher grade position or performing extra duties from another position in addition to their own duties.
-

## **45 Allowances – on call/standby allowance**

- 45.1 Where State Water directs an employee to be on call or on standby for a possible [recall to work](#) outside the employee's [ordinary hours](#) of work, that employee will be paid the on call allowance set out in [Schedule 2](#) for the time spent on call, except where the employee has been otherwise compensated for being on call as per the [Annualised overtime and flexibility arrangement](#) clause in this Agreement.
- 45.2 Where State Water calls out an employee who is on call, the [overtime](#) provisions of this Agreement will apply to the time worked.
- 45.3 If on a weekday, weekend or public holiday, an employee is able to resolve a work problem without travelling to the place of work, the work performed will be compensated at the [ordinary rate of pay](#) for the actual time worked, calculated to the next 15 minutes.
- 45.4 An employee who is on call may leave their place of work, although they must be contactable and able to return within 60 minutes (or 90 minutes in the case of employees on call at Burrinjuck Dam and Menindee Lakes).
- 45.5 An employee who is on call will be provided with a State Water vehicle wherever practicable for responding to call outs, for travel between the employee's residence and place of work and for limited private use of the vehicle with prior approval of the employee's supervisor.

## **46 Allowances – overtime meal allowance**

- 46.1 Employees, who work [overtime](#) after being directed to do so with less than 24 hours' notice, will be paid an allowance for any [meal break](#) authorised under this Agreement at the [Meal Allowance rates](#) set out in [Schedule 2](#).

## **47 Allowances – private motor vehicle use**

- 47.1 An employee who uses a privately owned motor vehicle in their job, with State Water's approval, will be reimbursed for the kilometres travelled at the Australian Taxation Office rates.

## **48 Allowances – supervision allowance**

- 48.1 An employee named as a supervisor or work site controller and required to supervise the work of other employees, is entitled to be paid a [supervision allowance](#) if that responsibility is not already included in the employee's [evaluated position description](#). The named supervisor or work site controller need not necessarily be on site or at the work location at all times.
- 48.2 The applicable rate for this allowance is set out in [Schedule 2](#) of this Agreement.
- 48.3 Where employees of the same classification level are working on a particular job and each receives compensation within their [evaluated](#)
-

[position](#) for supervising the work of others, State Water may name one of them to be the supervisor. However, that employee is not entitled to an extra payment for being so named.

## **49 Classification of positions**

- 49.1 The purpose of the [classification structure](#) and system is to provide a clear, transparent and simplified structure that is competitive, fair (with correct relativities), practical, cost effective and efficient. In meeting this purpose, it:
- (a) recognises position size;
  - (b) groups all employees covered by this Agreement into one of several levels;
  - (c) allows for cross skilling and career progression;
  - (d) links classification levels to relevant industry or market rates.
- 49.2 The classification of a position is decided by analysing the position having regard to:
- (a) its scope and impact;
  - (b) level of control and autonomy;
  - (c) extent of supervisory or management responsibility;
  - (d) overall and financial accountability;
  - (e) problem solving complexity;
  - (f) competencies, knowledge, experience and qualifications; and
  - (g) special conditions.
- 49.3 State Water will use a recognised job evaluation system such as Cullen Egan Dell or Hay Methodology to evaluate positions and allocate them to a grade within the [classification structure](#) set out in [Schedule 1](#) of this Agreement.
- 49.4 Employee progression within each grade of the classification structure will occur as per the following arrangements:
- (a) each grade in the classification structure is divided into 5 steps;
  - (b) the definition of each step, as used in the [classification structure](#) and in the [employee planning and review](#) system, is set out in [Schedule 3](#);
  - (c) employees will move between the performance steps within each grade depending on the outcome of the [employee planning and review](#) process.
-

## **50 Classification review**

- 50.1 Each occupied position is reviewed annually as part of the [Employee Planning and Review](#) process or when substantial change occurs to the role. The employee and the employee's manager conduct the review and, if necessary, update the position description
- 50.2 If the review of an occupied position discloses a substantial change in the role, the manager will arrange for a [job evaluation](#) to be completed. The manager will advise the employee promptly of the outcome of the job evaluation process. No incumbent will have their [base salary](#) reduced as a result of their position being re-evaluated.
- 50.3 A [job evaluation](#) is also completed when a new position is created.
- 50.4 Any disagreement about a position's classification will be resolved using the [consultation process](#) and if necessary, the [dispute resolution process](#) outlined in this Agreement.
- 50.5 All positions at State Water at the time of making this Agreement have been included on a job grading map tendered to the NSW Industrial Relations Commission at the time of registering the Agreement. Where positions change according to State Water needs revisions will be made to the position description, evaluation and grades in accordance with sub clauses 50.1 to 50.4 above.

## **51 Pay – base pay rates**

- 51.1 Base pay rates covered by this Agreement are set out in [Schedule 1](#).
- 51.2 The pay rates in this Agreement are payable from the first full pay period after 1 July 2009.
- 51.3 Under this Agreement employees are entitled to a 4% wage increase each year for a period of 3 years effective from the first full pay period as specified above.

## **52 Pay – how remuneration is paid**

- 52.1 [Ordinary rate of pay](#) is paid for the current fortnight. Adjustments for [overtime](#), [penalties](#) and [allowances](#) are paid either currently or a fortnight in arrears.
  - 52.2 All payments are made by electronic funds transfer into a bank or other account.
  - 52.3 State Water will make deductions from an employee's pay at the written request of that employee.
  - 52.4 State Water will issue a pay advice for each employee under section 123 of the Industrial Relations Act 1996.
-

- 52.5 When an employee's employment ends State Water will pay all amounts due to the employee on or before the employee's next normal pay day.

### **53 Pay – remuneration packaging**

- 53.1 With an employee's agreement, State Water may introduce total remuneration or salary packaging for that employee according to State Water policy.
- 53.2 Total remuneration packaging allows an employee to seek a combination of cash salary and benefits to suit the employee's individual needs. It also creates an opportunity to increase disposable income.
- 53.3 In effect, remuneration packaging replaces employee entitlements under [Schedule 1 - Base Pay Rates](#), as the employee will have part of their salary packaged as a non-cash benefit.

### **54 Pay – transition to the classification structure**

- 54.1 The transition arrangements detailed in this clause will not apply to employees joining State Water after this Agreement is made.
- 54.2 For employees working at State Water prior to the introduction of this Agreement, State Water will manage their transition to the classification structure in the following manner:
- (a) a 4% wage increase for 2009 of this Agreement will be applied to the employee's annual base rate effective from the first full pay period after 1 July 2009 as per the [Pay – base pay rates](#) clause in this Agreement;
  - (b) an employee working a 35 hour week (excluding any that were previously working a 38 hour week prior to the 1 July 2008 organisational restructure) will have an additional 1 hour's pay at single time added to their weekly base rate to adjust working hours from 35 to 36 hours per week effective from the first full pay period after approval of this agreement by the NSW Industrial Relations Commission. This will then be converted to an annual base rate. The employee's hours of work will then be as per the [Ordinary hours of work](#) clause in this Agreement;
  - (c) current employees in receipt of the following allowances at the time of implementing this Agreement will have the equivalent amount of those allowances added to their annual base rate effective from the first full pay period after the approval of this agreement by the NSW Industrial Relations Commission and a converted rate will be established prior to transition to the new classification structure:
    - (i) acquired skills allowance \$1,304 p.a.
    - (ii) electrician allowance \$1,508 p.a.
    - (iii) first Aid Allowance \$666 p.a.
-

- (iv) remote area allowance \$1,157 p.a. no dependants  
\$1,659 p.a. dependants
- (v) distant places allowance \$346 p.a. western  
\$212 p.a. mid western
- (vi) skills shortage allowance Varies per employee  
entitled to this allowance;
- (d) all other allowances not listed at [Schedule 2](#) or above in this clause, have been absorbed into the rates established in [Schedule 1](#) and separate payments for these allowances will no longer be paid on implementation of this Agreement. No additional payments for these allowances will be added to employee's base rates of pay as part of these transition arrangements. These allowances include:
  - (i) confined spaces allowance;
  - (ii) isolation allowance;
  - (iii) laundry allowance;
  - (iv) meal allowances for 1 day journeys;
- (e) employees will then be transitioned, without loss of pay, onto the new [classification structure](#) according to their [position description evaluation](#);
- (f) where an employee's base rate of pay is higher than their grade rate, the employee will receive ongoing salary maintenance. These employees will continue to receive wage increases as provided for in the [Pay – base pay rates](#) clause in this Agreement however, any step increments received will reduce the salary maintenance payment received by the same amount;
- (g) travelling to work payment for field based employees will no longer be paid on the implementation of this Agreement. Employees working at State Water at the time of implementing this Agreement who were in receipt of the travelling to dam site allowance on 1 July 2008, will receive a one off lump sum payment as compensation for the loss of this payment, calculated as follows:

Employee's 2008 weekly travel entitlement X 48 weeks X 3 years

54.3 State Water will maintain the payment arrangements for employees who, prior to the 1 July organisational structure, were permanently working a shift roster; and were in receipt of shift roster and on call payments; and are now not required to work roster arrangements. This clause will replace any other arrangement or offer put in place between 1 July 2008 and 1 July 2009. The payment arrangements will be maintained as follows:

- (a) the employee's base salary prior to 1 July 2008 will be maintained and treated as per sub clause 54.2 above;
-



- (b) the employee will receive wage increases as provided for in the [Pay – base pay rates](#) clause in this Agreement;
- (c) the dollar amount of the employee’s shift roster and on call payment as at 1 July 2008 will be maintained subject to the following arrangements:
  - (i) any increases to the employee’s base rate of pay through step increments or promotion to higher grades will reduce the salary maintenance amount of the shift roster and on call payment as described in 54.3(c) above by the same amount. For example, if an employee’s base salary was \$65,000 prior to 1 July 2008 and the employee moves to the salary of \$70,380 at Step 2 Grade 5 on the classification structure at [Schedule 1](#) through a step increment, the maintained payment would be reduced by the difference between \$70,380 and \$65,000, that is by \$5,380;
  - (ii) the salary maintained shift roster and on call payment will not be increased or subject to the wage increases at the [Pay – base pay rates](#) clause in this Agreement;
  - (iii) the maintained shift roster and on call payment is subject to the same conditions as described in the [Overtime - Annualised overtime and flexibility arrangements](#) clause in this Agreement, except that it is ongoing and cannot be terminated. As such the employee may be required to be on call as per those arrangements and may be required to work 150 hours overtime per annum without further payment, excluding any overtime worked each fortnightly pay period above 20 hours;
  - (iv) where the shift roster payment is reduced (as described in sub clause 54.3(c)(i) above), the 150 hours overtime and the 20 hours overtime cap per fortnightly pay period will be reduced by the same proportion that the maintained shift roster payment is reduced. This means that the amount of overtime the employee may be required to work to retain the maintained shift roster and on call payment will be reduced. This reduction in overtime that may be required to be worked will be calculated as follows:
 
$$\frac{\text{New Salary Maintenance Amount}}{\text{Old Salary Maintenance Amount}} \times 150 \text{ hrs overtime}$$
  - (v) Using the same figures from the above example:  
 An employee’s base salary is \$65,000 prior to 1 July 2008 and they are paid \$10,000 as a maintained shift roster and on call payment. The employee moves to a salary of \$70,380 through a step increment. The maintained shift roster and on call payment of \$10,000 would be reduced by \$5,380 to \$4,620.

The overtime required to be worked would also reduce as follows:

---

$$\frac{4,620}{10,000} \times 150 \text{ hrs} = 69.3 \text{ hrs}$$

The 20 hour overtime cap each fortnightly pay period would also be reduced as follows:

$$\frac{4,620}{10,000} \times 20 \text{ hrs} = 9.24 \text{ hrs}$$

- (vi) if the employee is required to work shift roster arrangements at any time in the future, the roster payments as per the [Shift rosters](#) clause in this Agreement would apply in lieu of the maintained shift roster and on call payment provided for in this clause. If the employee then comes off those roster arrangements, the maintained shift roster and on call payment in this clause would then be reinstated. For example, using the figures from the above example:

The employee has a base of \$70,380 and a maintained roster allowance of \$4,620.

If the employee works a 7 day shift roster arrangement, the base salary is \$70,380. The roster payment would be 12% of the base salary, which is \$8,446. The on call payment of \$132 per week would be paid when the employee is on call. The maintained roster allowance of \$4,620 would be replaced with the \$8,446 roster payment and the on call payment.

If the employee then comes off those roster arrangements, the base salary would be \$70,380 and the maintained shift roster and on call payment of \$4,620 would be reinstated. The \$312 per week on call allowance and the 12% roster payment of \$8,446 would be discontinued.

## 55 Travel – payments for travelling time

- 55.1 When an employee travels on official business to a place that is not the employee's normal place of work, the employee will be paid for travelling time at the employee's [ordinary rate of pay](#) on an hourly basis.
- 55.2 If it is convenient operationally, State Water may grant an employee time off in lieu at single time instead of paying travelling time. This time in lieu should be taken where practicable on the day after the employee travelled to ensure the employee is adequately rested before starting work.
- 55.3 An employee is not entitled to paid travelling time:
- (a) for travel from home to the normal place of work and return;
  - (b) for any period of travel of less than 30 minutes on any 1 day;
  - (c) for travel to a new place of work on permanent transfer, if [special leave](#) has been granted for the day or days of travel;
-

- (d) for the period from 11pm on 1 day to 7.30am on the next day, if a place to sleep has been provided;
  - (e) for travel not undertaken by the most practical available route and by the most practical and economic means of transport;
  - (f) where the employee's salary includes an all incidents of employment component;
  - (g) for travel overseas.
- 55.4 State Water will decide whether to provide overnight accommodation for a travelling employee after considering the start and finish times, travel times and employee safety.

## **56 Travel – payments for travel related expenses**

- 56.1 In this clause, travel-related expenses are an employee's reasonable travel and associated expenses for authorised official travel which the employee has incurred properly, according to State Water's policy and procedure.
- 56.2 When an employee is required to remain away from home overnight as part of a travelling field based work crew arrangement to perform their normal work, State Water will pay the employee in advance a lump sum allowance equal to the Australian Tax Office approved travel allowances.
- 56.3 Where an employee is required to remain away from home overnight for any reason other than when the employee is part of the travelling field based work crew, State Water may elect:
- (a) to arrange and pay directly for accommodation costs, meals and incidental expenses; or
  - (b) to pay the employee in advance meal and incidental allowances as per Australian Tax Office approved allowances, with State Water paying for accommodation costs only; or
  - (c) to pay the employee in advance a lump sum allowance equal to the Australian Tax Office approved travel allowances.
- 56.4 Where an employee is, or is expected to be, away from home for more than 35 days, State Water may make other arrangements for meeting extra travel-related expenses incurred due to longer absences from home.
- 56.5 An employee who has been issued a corporate card may use the card to pay for travel-related expenses.
- 56.6 State Water will reimburse any actual approved travel-related expenses on production of receipts, or in reliance on any lesser evidence it may choose to accept.
- 56.7 Overnight accommodation for employees should be at least three star standard.
-

## Part G – Terms of employment and engagement

### 57 Contract work

- 57.1 State Water will ensure that all tenders for contract work are checked properly to ensure that, if successful, a tenderer would be paying applicable award rates, meeting conditions and complying with applicable laws and State Waters' specified standards, including its safe working procedures.
- 57.2 On becoming aware that a contractor or sub-contractor is not complying with any relevant terms of an Award, State Water will act promptly to ensure compliance. If the contractor or sub-contractor still fails to comply then State Water will take further steps to ensure compliance, including if appropriate, ending the contract.
- 57.3 Occupational Health and Safety
- (a) where a [labour hire](#) business and/or a [contract business](#) is engaged to perform work wholly or partially on State Water's premises, State Water will, either directly, or through the agency of the labour hire or contract business:
    - (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
    - (ii) 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;
    - (iii) provide the 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
    - (iv) 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;
  - (b) nothing in this sub clause 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*.
  - (c) where a dispute arises as to the application or implementation of this clause, the matter will be dealt with as per the [disputes settlement procedure](#) in this Agreement.
-

## **58 Employment – ending employment**

- 58.1 Either State Water or the employee may end the employee's employment by giving the other at least 2 weeks written notice, or an agreed shorter period of written notice.
- 58.2 If the employee fails to give the required written notice, State Water may deduct from the employee's final termination wages an amount equivalent to the wages that would have been earned by the employee in the notice period less any wages earned in the actual period of written notice, if any.
- 58.3 State Water may elect to pay the employee in place of notice.
- 58.4 Notice is not required for ending the employment of [casual employees](#) or where an employee's employment is ended due to conduct justifying instant dismissal.
- 58.5 State Water will provide, when requested, a written statement of employment to an employee leaving its employment. The statement of employment will set out the:
- (a) period of employment;
  - (b) position title;
  - (c) position classification or the type of work performed; and
  - (d) remuneration.

## **59 Employment – starting employment and probation periods**

- 59.1 When offering employment, State Water may include a probation period of up to 3 months in the letter of offer.
- 59.2 State Water may extend the initial probation period by up to a further 3 months, but must explain its reasons for the extension to the employee.

## **60 Redundancy and relocation**

- 60.1 If State Water has to make any position redundant or relocate the position to a different work site, State Water's redundancy and relocation policies and the [consultation process](#) in this Agreement will apply.

## **61 Types of employment – casual employment**

- 61.1 Casual employees are those employees who are engaged intermittently in work of an irregular, occasional or unexpected nature and who could not properly be classified as a full-time or part-time employee.
- 61.2 Rates of pay and overtime
- (a) casual employees are engaged and paid by the hour. The hourly rate is calculated by dividing the appropriate weekly [ordinary rate](#)
-

of pay by the number of full-time ordinary hours worked by an employee in the same classification, plus:

- (i) 15% to compensate for the disadvantages of casual work and in place of all paid and unpaid leave entitlements, except annual leave and long-service leave; and
  - (ii) 8.33% loading in lieu of annual leave;
- (b) casual employees are paid for at least 4 hours for each engagement, except for casual cleaners who may be engaged for less than 4 hours for each engagement;
- (c) casual employees receive overtime rates under this Agreement for any time worked over and above the ordinary hours of work for a full-time employee. Overtime payments for casual employees are calculated on the casual employee's rate, i.e. the hourly ordinary rate of pay plus the 15% loading referred to above.

### 61.3 Leave

- (a) casual employees are entitled to long-service leave under the provisions of the Long-service Leave Act 1955;
- (b) casual employees may take unpaid leave of up to 2 days per occasion or other period as agreed with State Water for personal carer's leave to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency or the birth of a child. In this case:
- (i) the casual employee must provide satisfactory evidence of the illness of the family member as defined in State Water's *Personal Carer's and Sick Leave Management Policy*;
  - (ii) in normal circumstances, the casual employee must not take personal carer's leave where someone else or an institution is providing care for the same person;
  - (iii) where possible, and within an hour of the usual starting time, the casual employee must notify the employee's supervisor or manager of the need to care for an ill family member and how long the employee expects to be off work;
- (c) casual employees may take unpaid leave of up to 2 days per occasion or other period as agreed with State Water on compassionate grounds such as the death or illness of a close member of the family or a member of an employee's household;
- (d) casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996;
- (e) State Water will not fail to re-engage a casual employee because the employee:
-

- (i) accessed the entitlements of unpaid [personal carer's leave](#);  
or
- (ii) the employee or the employee's spouse is pregnant; or
- (iii) the employee is or has been immediately absent on [parental leave](#).

#### 61.4 Secure Employment

- (a) State Water will take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions and by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees;
  - (b) where a casual employee is engaged on a regular and systematic basis for a calendar period of six months, State Water will within 4 weeks of the employee having worked for 6 months, write to the employee giving them the option to convert their contract of employment to permanent full time or part time employment if the employment is to continue beyond the six month period;
  - (c) any casual employee who has a right to elect to convert to permanent employment can write to State Water upon receiving the notice from State Water or after 4 weeks of becoming eligible to convert to permanent employment if State water has not yet written to the employee, giving four weeks' notice in writing to State Water that they seek to convert to permanent full time or part time employment;
  - (d) within 4 weeks of receiving such a notice from the employee, State Water will advise the employee if they agree to or refuse the conversion to permanent employment. State Water will not unreasonably refuse the conversion. Where State Water does refuse an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt made to reach agreement;
  - (e) any casual employee who does not, within four weeks of receiving written notice from State Water, elect to convert their ongoing contract of employment to full time employment or part time employment will be deemed to have decided to remain a casual employee;
  - (f) once a casual employee has elected to become and been converted to a permanent full time or part time employee, the employee may only revert to casual employment by written agreement with State Water;
  - (g) if a casual employee has elected to have their contract of employment converted to permanent full time or part time employment, State Water and the employee will discuss and agree on:
    - (i) whether the employee will convert to full-time or part time employment. Where an employee has worked on a full time basis throughout the period of casual employment, the
-

employee has the right to elect to convert their 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 their contract of employment to part time employment based on the same number of hours and times of work as previously worked, unless other arrangements are agreed between State Water and the employee; and

- (ii) 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. The terms of the part-time employment will be consistent with the conditions of part time work in this Agreement;
- (h) following an agreement being reached, the employee will convert to full time or part time employment;
- (i) an employee will not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this sub clause.
- (j) if there is any dispute about State Water's refusal of an election to convert an ongoing casual contract of employment to permanent employment or the arrangements to apply to an employee converting from casual employment to permanent employment, it will be dealt with as far as practicable through the [disputes settlement procedure](#);

## **62 Types of employment – part-time employment**

- 62.1 Part time employees are those employees working less than 36 hours per week on a permanent part time basis. Working arrangements are subject to the provisions of Part 5 of the Industrial Relations Act 1996.
  - 62.2 The employee and State Water must agree on the [ordinary hours](#) of work at the start of employment. The terms of the agreement must be in writing and may only be varied with the consent of both parties.
  - 62.3 The [ordinary hours](#) must:
    - (a) fall within the span of hours applying to a full-time employee undertaking the same duties; and
    - (b) be at least 4 hours for each day worked except for cleaners who may work less than 4 hours for each day worked depending on State Water's business requirements.
  - 62.4 With State Water's agreement, a part-time employee may work extra hours:
    - (a) at single time up to the number of hours per week worked by full-time employees in the same classification. The employee is to receive all pro-rata leave entitlements for those extra hours;
    - (b) at [overtime](#) rates as per this Agreement for the number of hours worked per week in excess of those worked by full time employees in the same classification.
-



- 62.5 If the employee regularly works more than the nominated hours, State Water will conduct a review with a view to:
- (a) increasing the nominated hours;
  - (b) converting the position to full time; or
  - (c) converting the position to a job share arrangement.
- 62.6 Part-time employees are paid a pro rata salary based on the proportion that their hours bear to those of [full-time employees](#) in the same classification.
- 62.7 Part-time employees receive Agreement conditions and payments on a pro rata basis for [annual leave](#), [sick leave](#), [long-service leave](#) and all other authorised leave in the proportion that their hours of work bear to those of [full-time employees](#) in the same classification.
- 62.8 Leave accrues for part-time employees in proportion to the number of hours actually worked, up to a maximum of equivalent [full-time employees' ordinary hours](#) of work each week.

### **63 Types of employment – permanent full-time employment**

- 63.1 Full-time employees are those employees working 36 [ordinary hours](#) per week on a permanent basis.

### **64 Types of employment – temporary employment**

- 64.1 Temporary employees are those employees who are engaged on a temporary basis and are not [casual employees](#).
- 64.2 Temporary employees are paid a rate of pay and receive Agreement conditions appropriate to either their [full-time](#) or [part-time](#) employment under this Agreement.
- 64.3 State Water may make temporary appointments, in each case for a period of up to 12 months. At the end of that period, State Water will review work requirements relating to the appointment.
- 64.4 Temporary employment must not be used as an alternative to permanent employment.
-

## Part H – Schedules

(Schedules 1, 2 and 3 follow)

### Schedule 1 – Base rates of pay for 36 hour week

Grades	Points Range *	Step Increments	Base Rates	Base Rates 1/07/2009 4% Inc	Base Rates 1/07/2010 4% Inc	Base Rates 1/07/2011 4% Inc
Grade 1	90–119	Step 1	\$33,840	\$35,190	\$36,600	\$38,060
		Step 2	\$36,850	\$38,320	\$39,850	\$41,440
		Step 3	\$39,850	\$41,440	\$43,100	\$44,820
		Step 4	\$42,850	\$44,560	\$46,340	\$48,190
		Step 5	\$45,850	\$47,680	\$49,590	\$51,570
Grade 2	120–159	Step 1	\$41,230	\$42,880	\$44,600	\$46,380
		Step 2	\$44,690	\$46,480	\$48,340	\$50,270
		Step 3	\$48,160	\$50,090	\$52,090	\$54,170
		Step 4	\$51,630	\$53,700	\$55,850	\$58,080
		Step 5	\$55,100	\$57,300	\$59,590	\$61,970
Grade 3	160–199	Step 1	\$45,440	\$47,260	\$49,150	\$51,120
		Step 2	\$49,420	\$51,400	\$53,460	\$55,600
		Step 3	\$53,410	\$55,550	\$57,770	\$60,080
		Step 4	\$57,390	\$59,690	\$62,080	\$64,560
		Step 5	\$61,380	\$63,840	\$66,390	\$69,050
Grade 4	200–259	Step 1	\$53,100	\$55,220	\$57,430	\$59,730
		Step 2	\$57,800	\$60,110	\$62,510	\$65,010
		Step 3	\$62,510	\$65,010	\$67,610	\$70,310
		Step 4	\$67,220	\$69,910	\$72,710	\$75,620
		Step 5	\$71,930	\$74,810	\$77,800	\$80,910

\* As evaluated using Mercer's Cullen Egan Dell Job Evaluation Manual

<b>Grades</b>	<b>Points Range *</b>	<b>Step Increments</b>	<b>Base Rates</b>	<b>Base Rates 1/07/2009 4% inc</b>	<b>Base Rates 1/07/2010 4% inc</b>	<b>Base Rates 1/07/2011 4% inc</b>
Grade 5	260–369	Step 1	\$64,690	\$67,280	\$69,970	\$72,770
		Step 2	\$70,380	\$73,200	\$76,130	\$79,180
		Step 3	\$76,070	\$79,110	\$82,270	\$85,560
		Step 4	\$81,770	\$85,040	\$88,440	\$91,980
		Step 5	\$87,460	\$90,960	\$94,600	\$98,380
Grade 6	370–429	Step 1	\$75,870	\$78,900	\$82,060	\$85,340
		Step 2	\$82,540	\$85,840	\$89,270	\$92,840
		Step 3	\$89,220	\$92,790	\$96,500	\$100,360
		Step 4	\$95,890	\$99,730	\$103,720	\$107,870
		Step 5	\$102,570	\$106,670	\$110,940	\$115,380
Grade 7	430–519	Step 1	\$85,590	\$89,010	\$92,570	\$96,270
		Step 2	\$93,150	\$96,880	\$100,760	\$104,790
		Step 3	\$100,710	\$104,740	\$108,930	\$113,290
		Step 4	\$108,260	\$112,590	\$117,090	\$121,770
		Step 5	\$115,820	\$120,450	\$125,270	\$130,280

\* As evaluated using Mercer's Cullen Egan Dell Job Evaluation Manual

## Schedule 2 – Allowances

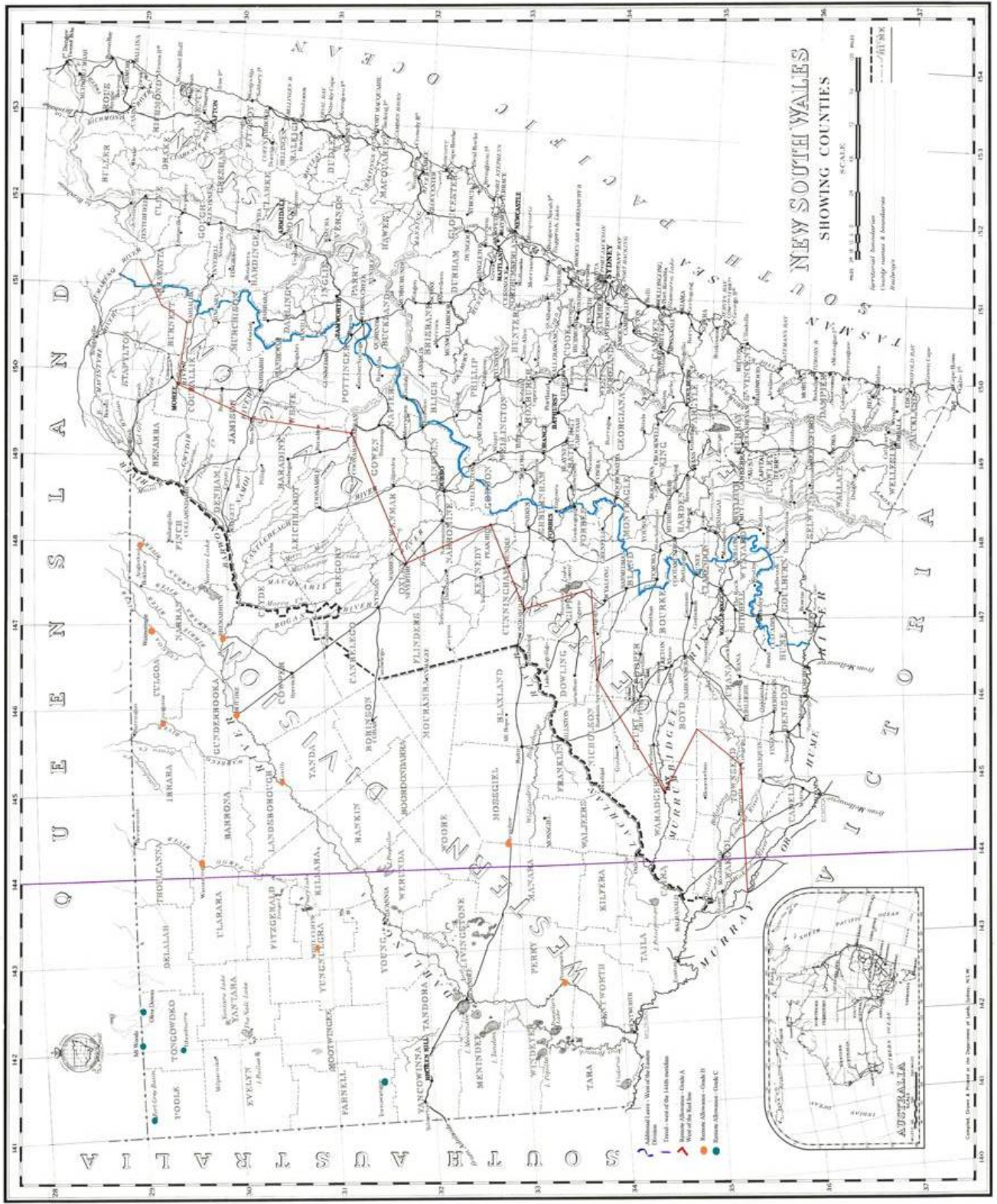
Item No	Clause No.	Description	Amount
1	56	<a href="#">Incidentals allowance</a>	As per ATO Rates
2	45	<a href="#">On call allowance</a>	\$132 per week
3	46	<a href="#">Overtime meal allowance</a>	As per ATO Rates
4	47	<a href="#">Private motor vehicle use allowance</a>	As per ATO Rates
5	48	<a href="#">Supervision allowance</a>	\$30 per day
6	56	<a href="#">Travelling allowance</a>	As per ATO Rates

---

### Schedule 3 – Step definitions

Step level	Definition
<b>Step 1</b>	<p>Rate of pay for an employee entering the position.</p> <p>The employee would have entry level knowledge of the role and require close supervision and lots of coaching as they learn the position requirements.</p> <p>The employee typically would have 1 year or less experience in the role.</p>
<b>Step 2</b>	<p>The employee understands the position and can carry out the functions required in less complex situations or contexts, usually with some direction and coaching.</p> <p>The employee is developing in the role according to expectations. There is still room for growth and development in their performance of the position requirements.</p> <p>The employee would typically have between 1 to 2 year's experience in the role.</p>
<b>Step 3</b>	<p>The employee effectively and consistently carries out the requirements of the position in more complex situations and contexts. They meet their set work plans and objectives.</p> <p>The employee typically only requires direction and coaching on extraordinary or new matters.</p> <p>The employee is able to share knowledge and practice with others.</p>
<b>Step 4</b>	<p>The employee is able to carry out the requirements of the position with a well developed knowledge in highly complex, changing and challenging situations.</p> <p>The employee typically requires little or no direction and coaching.</p> <p>The employee is recognised as having specialist expertise within the organisational unit or area of practice.</p> <p>The employee meets set objectives and targets along with stretch targets.</p>
<b>Step 5</b>	<p>The employee demonstrates mastery and leading edge knowledge and experience. The employee effectively applies the most complex aspects to their role and establishes new ways in which the position requirements are carried out. The employee typically requires little or no direction and coaching.</p> <p>The employee is acknowledged as an organisation wide or "industry" expert.</p> <p>The employee meets set objectives and targets along with extra stretch targets.</p>

# Schedule 4 – Map of the Western and Central Division of NSW



# Part I – Signatories

## Signed on behalf of State Water Corporation

_____	_____
Name	Position
_____	_____
Signature	Date

## Signed on behalf of the Australian Workers Union

_____	_____
Name	Position
_____	_____
Signature	Date

## Signed on behalf of the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales

_____	_____
Name	Position
_____	_____
Signature	Date

## Signed on behalf of the Association of Professional Engineers, Scientists and Managers Australia

_____	_____
Name	Position
_____	_____
Signature	Date

## Signed on behalf of the Electrical Trades Union of Australia NSW Branch

_____	_____
Name	Position
_____	_____
Signature	Date

---