



# CORRECTION TO DECISION

*Fair Work Act 2009*

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

**Water NSW**

(AG2018/6853)

## **WATERNSW ENTERPRISE AGREEMENT 2018**

Water, sewerage and drainage services

DEPUTY PRESIDENT CROSS

SYDNEY, 22 MARCH 2019

*Correction to Application for approval of the WaterNSW Enterprise Agreement 2018.*

The decision issued by the Fair Work Commission on 27 February 2019 [2019] FWCA 1268 is corrected as follows:

**[1]** By deleting paragraph [3], and inserting:

‘The Australian Workers’ Union, the Professional Engineers, Scientists and Managers Australia, the Community and Public Sector Union, and the Australian Services Union NSW & ACT (Services) Branch, have given notice under s 183 of the Act that they wish to be covered by the Agreement. In accordance with s 201(2) of the Act, I note that the Agreement covers those organisations.’



DEPUTY PRESIDENT

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# DECISION

*Fair Work Act 2009*

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

**Water NSW**

(AG2018/6853)

## **WATERNSW ENTERPRISE AGREEMENT 2018**

Water, sewerage and drainage services

DEPUTY PRESIDENT CROSS

SYDNEY, 27 FEBRUARY 2019

*Application for approval of the WaterNSW Enterprise Agreement 2018.*

[1] An application has been made for the approval of an enterprise agreement known as the *WaterNSW Enterprise Agreement 2018* ('the Agreement'). The application was made by WaterNSW ('the Applicant') pursuant to s 185 of the *Fair Work Act 2009* ('the Act'). The Agreement is a single-enterprise agreement.

[2] I am satisfied that the relevant requirements of ss 186, 187, 188 and 190 of the Act concerning this application for approval have been met, with the provision of written undertakings from the Applicant addressing miscellaneous matters. Copies of the undertakings are attached to this decision and marked 'Annexure A' and 'Annexure B.' I note that the undertakings are taken to be terms of the Agreement.

[3] The Australian Workers' Union, the Professional Engineers, Scientists and Managers Australia, and the Australian Services Union NSW & ACT (Services) Branch, have given notice under s 183 of the Act that they wish to be covered by the Agreement. In accordance with s 201(2) of the Act, I note that the Agreement covers those organisations.

[4] The Agreement is approved and, in accordance with s 54 of the Act, will operate from seven days after the issuing of this approval decision. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

[2019] FWCA 1268

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Annexure A

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2018/6853

**Applicant:**

WaterNSW

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, David Harris, Chief Executive Officer for WaterNSW give the following undertakings with respect to the WaterNSW Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by WaterNSW to provide this undertaking in relation to the application before the Fair Work Commission.
2. WaterNSW provides the following undertaking:

*Clause 5.1 of the Agreement provides additional annual leave to 'shift workers who work a shift roster Monday to Sunday'. The definition of a shift worker for this clause is for the purposes of the National Employment Standards (NES) (in accordance with 87(1)(b) of the Fair Work Act 2009 (Cth) ('the Act')).*



**Signature**

14 JANUARY 2019

**Date**

Annexure B

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
**AG2018/6853**

**Applicant:**

**WaterNSW**

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking- Section 190**

I, David Harris, Chief Executive Officer for WaterNSW give the following undertakings with respect to the WaterNSW Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by WaterNSW to provide this undertaking in relation to the application before the Fair Work Commission.
2. WaterNSW provides the following undertaking:

*In Schedule 1 of the Agreement:*

- (a) *FY19 refers to the 2018 - 2019 financial year;*
- (b) *FY20 refers to the 2019 - 2020 financial year;*
- (c) *FY21 refers to the 2020 - 2021 financial year.*



Signature

04.02.2019

Date

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

# **WaterNSW Enterprise Agreement 2018**

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## **1. Part A – About this Agreement**

### **1.1 Name**

- (a) This Enterprise Agreement is called the WaterNSW Enterprise Agreement 2018 (Agreement).

### **1.2 Coverage and duration**

- (a) This Agreement will commence operation on the date that is 7 days after the Agreement is approved in accordance with the Fair Work Act and shall have a nominal expiry date of 30 June 2021.
- (b) The Agreement shall continue to apply beyond its nominal expiration date until it ceases to apply to the employees or ceases to operate by virtue of the operation of sections 58, 224 or 227 of the Fair Work Act.

- (c) This Agreement will apply to:

- (i) WaterNSW; and
- (ii) all employees employed in the classifications listed in Schedule 1 of this Agreement;

The Agreement is intended to be the prevailing terms and conditions of employment and replaces all other awards and agreements governing an employee's terms and conditions of employment.

- (d) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (e) Parties to the Agreement will endeavour to commence renegotiation of this Agreement within the twelve months prior to the nominal expiry date.
- (f) No employee will experience a reduction in their annual base pay through the introduction of this Agreement. This includes the value of any legacy allowances that have been incorporated into base pay. In cases where an employee is in receipt of retained grade pay or above grade pay, the same principle applies i.e. there will be no reduction in base pay through the introduction of this Agreement.
- (g) WaterNSW will evaluate all positions for which employees are engaged. All positions evaluated within the points range in Schedule 1 are covered by the Agreement.

### **1.3 Definitions**

- (a) "Employee" means a person
  - (i) employed by WaterNSW; and
  - (ii) who performs work in any state or Territory in Australia; and
  - (iii) who is employed in a position within the points range in Schedule 1 of this agreement and
  - (iv) consistent with the meaning in the Fair Work Act

- (b) "Fair Work Act" means the *Fair Work Act 2009* (Cth).
- (c) "FWC" means Fair Work Commission.
- (d) "Family member" in relation to an employee means:
  - (i) 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;
  - (ii) any of the following members of the family of the employee or their spouse or de facto spouse or same sex partner:
    - (A) a child or an adult child (including an adopted child, step child, foster child or ex nuptial child);
    - (B) a parent;
    - (C) a grandparent;
    - (D) a grandchild; or
    - (E) a brother or sister.
- (e) "Household member" in relation to an employee, means any person who lives with the employee
- (f) "Day" means 7.2 hours in relation to leave entitlements for Full Time employees
- (g) "Week" means 36 hours in relation to leave entitlements for Full Time employees
- (h) "National Employment Standards" means the National Employment Standards in the Fair Work Act.
- (i) "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.
- (j) "Ordinary rate of pay" means the rate of pay paid for working ordinary hours consistent with the Position Grade determined in accordance with Schedule 1.
- (k) "Parties" to this agreement shall mean WaterNSW and WaterNSW employees employed under Schedule 1 of this Agreement.
- (l) "Settlement Period" means the 4 week period over which an employee records their time and meets their ordinary hours through time worked and approved leave.
- (m) "Span of ordinary hours" means the period between 6:00am until 7:00pm Monday to Friday, or Monday to Sunday for shift workers, in which ordinary hours can be worked.
- (n) "Union" means:
  - (i) The Australian Workers Union, New South Wales Branch; and
  - (ii) The CPSU, Community and Public Sector Union; and
  - (iii) Australian Services Union NSW; and

- (iv) Association of Professional Engineers, Scientists and Managers Australia.

#### **1.4 No extra claims**

- (a) During the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by this Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the FWC or any other industrial tribunal.
- (b) Clause 1.4 does not prevent any proceedings with respect to the interpretation, application or enforcement of existing provisions in this Agreement.
- (c) This Agreement will be monitored by the parties covered to ensure that it is implemented properly. This Agreement may be varied during its term under Part 2-4, Division 7, Subdivisions A and B of the Fair Work Act.

#### **1.5 Principles of this Agreement**

This Agreement sets out employment terms and conditions for the Employer's employees.

This Agreement should not be interpreted in a way that would hinder WaterNSW's pursuit of the following objectives:

- delivering essential and sustainable water services for the benefit of customers and the community
- performing its functions in a safe, efficient and effective
- protecting the environment; and
- protecting public health.

All parties agree to work together to continually improve productivity, flexibility and customer service to ensure that WaterNSW is a successful business. To facilitate this process, all employees will demonstrate WaterNSW's Values.

The parties also agree to collaborate for mutual benefit in:

- providing safety for employees and the public;
- building a one team culture;
- rewarding people for performance and outcomes;
- assisting employees to balance their work and private commitments;
- ensuring availability of our employees to serve our customers and communities;
- providing an environment that is free from bullying, harassment and discrimination;
- making the most efficient use of resources and supporting innovation;
- respecting and valuing diversity; and
- ensuring freedom of association.

The Employer acknowledges the right of employees to be represented by their union in relation to workplace, health and safety, their industrial interests and in negotiating industrial change.

#### **1.6 Preventing and eliminating unlawful discrimination**

- (a) This Agreement intends to help prevent and eliminate unlawful discrimination in the workplace. Unlawful discrimination includes discrimination on the grounds of race, sex, marital status, disability, sexual orientation, transgender identity, age and carer responsibilities.

- (b) WaterNSW and its employees will take all reasonable steps to ensure that this Agreement is not discriminatory in its effect, either directly or indirectly.
- (c) This clause does not apply to:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation; or
  - (ii) offering or providing junior rates of pay to a person under 21.
- (d) This clause does not create any extra legal rights or impose any extra obligations to those created or imposed by the Fair Work Act 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.

## **2. Part B – Consultation, workplace change and dispute resolution**

### **2.1 Consultation – Joint Consultative Committee**

- (a) WaterNSW will collaborate with the established Joint Consultative Committee (JCC), employees and appointed representatives to consult on matters pertaining to the employment relationship and the introduction of major changes.
- (b) The functions of the JCC may include:
  - (i) discussion on employment relations matters that may be raised by either management or the unions; and
  - (ii) consider reports on a range of issues including management reports on relevant materials that would affect the well-being and interests of employees.
- (c) The JCC will not become involved in individual matters which should be addressed via the dispute resolution provisions of this agreement, where those processes have commenced.
- (d) The JCC will meet on a quarterly basis scheduled at the commencement of the year.

### **2.2 Consultation – the role of Union Delegates**

- (a) 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:
  - (i) attendance at JCC meetings;
  - (ii) attendance at WHS meetings and activities as a WHS representative;
  - (iii) attendance at meetings with WaterNSW requiring an employee to attend in the capacity of union delegate;
  - (iv) attendance at disciplinary meeting where an employee requires a delegate to be in attendance;

- (v) attendance at a dispute meeting where an employee requires a delegate to be in attendance;
  - (vi) giving evidence in court or a similar body on behalf of WaterNSW;
  - (vii) presenting information about the union to new employees inducted at WaterNSW; and
  - (viii) distributing official information from the delegate's Union at the workplace at an agreed time convenient with WaterNSW management, unless otherwise agreed between WaterNSW and the union delegate. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- (b) Where union delegates are carrying out on duty union delegate functions as described in subclause 2.2 (a) above, WaterNSW will:
- (i) allow the union delegate reasonable preparation time before attending meetings with management;
  - (ii) allow for reasonable travel time to and from meetings;
  - (iii) meet the approved travel and accommodation costs incurred from meetings called by WaterNSW management;
  - (iv) re-credit any leave applied for on the days which on duty union delegate responsibilities are required; and
  - (v) provide delegates with reasonable access to the following facilities for authorised union activities:
    - (A) telephone, facsimile, e-mail if available;
    - (B) access to staff noticeboards for material authorised by the delegate's union; and
    - (C) workplace conference or meeting facilities, where available, for meetings with members as agreed with WaterNSW and the delegate's union.

### **2.3 Consultation process**

- (a) Where WaterNSW has made a decision to introduce a major change to production, program, organisation, structure or technology in relation to the organisation which has the likelihood to have a significant effect on its employees; or proposes to introduce a change to rosters or regular hours of work, WaterNSW will notify the relevant employees and their representatives of the decision.
- (b) Potential major changes include but are not limited to:
  - (i) redundancy, restructure or redeployment;
  - (ii) introduction of new technology or competencies;
  - (iii) substantial changes to work practise, hours of work or core accountabilities and
  - (iv) change in work location, regular roster or ordinary hours of work.
- (c) In instances where this occurs, the following provision will apply.
- (d) As soon as practicable, WaterNSW will ensure they:



- (i) notify the relevant employees and their representatives of the decision to introduce the major change; and
  - (A) discuss the changes with the relevant employees and their nominated representative/s; and
  - (B) explain the reason behind the change; and
  - (C) outline the effect the change is likely to have on the employees; and
  - (D) outline the measures which will be taken to avert or mitigate the adverse effect of the change on the employees
- (e) For the purposes of the discussion WaterNSW will provide in writing, to the relevant employees and their representatives all relevant information:
  - (i) about the change including the nature of the change proposed;
  - (ii) about the expected effects of the change on the employees; and
  - (iii) about any other matters likely to affect the employees.
- (f) During the consultation period employees and their representatives will be given the opportunity to provide real and meaningful input on the proposed change, express views and provide alternative options.
- (g) WaterNSW will genuinely consider matters raised about the major change by the relevant employees and their representatives and provide feedback to employees and their representatives on their input.
- (h) Notwithstanding, nothing prevents the parties from enacting the dispute resolution provisions outlined in this agreement.
- (i) WaterNSW will not be required to disclose confidential or commercially sensitive information to relevant employees.

## **2.4 Dispute resolution**

- (a) If a dispute relates to a matter under this agreement, or the National Employment Standards, the following procedure will be used.
- (b) The parties will endeavour to resolve the dispute in a timely manner at the workplace level by discussions between the employee or employees concerned and the relevant supervisor or subsequently either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
- (c) Where the dispute involves confidential or other sensitive information (including issues of harassment, bullying or discrimination) making it impractical or inappropriate for the employee to notify a supervisor or manager, they may notify the next appropriate level of management or their human resources representative.
- (d) Tier 1 Disputes
  - (i) Tier 1 disputes will be resolved at the local level as far as practicable and in a timely manner, with the involvement of the following:
    - (A) the employee(s) concerned;

- (B) the employee's chosen support person (who may be a union representative or other individual) (if requested by the employee(s)); and
  - (C) the supervisor, and manager (if required).
- (e) Tier 2 Disputes
  - (i) If the issue or dispute is not resolved at Tier 1 level or is a corporate wide issue, it may be referred to the Tier 2 level with involvement of the following:
    - (A) the employee(s) concerned;
    - (B) the employee's chosen support person or union organiser (or other person designated by the union organiser);
    - (C) relevant senior manager(s), affected local manager(s), and Manager Industrial Relations (or other person designated by the Manager Industrial Relations); and
    - (D) An independent third-party facilitator may be engaged to assist in resolving the issue or dispute, if agreed by all affected parties.
- (f) Tier 3 Disputes
  - (i) If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 2.3 and 2.4, a party to the dispute may refer the matter to the FWC.
  - (ii) The FWC may deal with the dispute in two stages:
    - (A) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
    - (B) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
      - a. arbitrate the dispute; and
      - b. make a determination that is binding on the parties.
  - (iii) Either party to the dispute may nominate or appoint another person, organisation or association to accompany and/or represent them in a Tier 3 dispute.
- (g) While the parties are trying to resolve the dispute using the procedures in this clause:
  - (i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; or
  - (ii) an employee must comply with a direction given by WaterNSW to perform other available work at the same workplace or at another workplace, unless:
    - (A) the work is not safe; or applicable work health and safety legislation would not permit the work to be performed; or
    - (B) the work is not appropriate for the employee to perform; or

- (C) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (h) While a dispute is being dealt with under this dispute resolution procedure a union may apply to the FWC for a recommendation or interim order imposing the status quo (that is the situation which existed immediately prior to the issue which gave rise to the dispute) for a period of up to 8 weeks after the application for the recommendation or order or longer period as the FWC may determine.
- (i) The parties to the dispute agree to be bound by a decision made by the FWC subject to the parties' rights of appeal under the FW Act.
- (j) Disputes raised under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, SCA Consolidated Award 2015 – 2016 and the State Water Corporation Enterprise Agreement 2015, Agreements that were active at the time of ratification of this Enterprise Agreement shall be considered for this purpose of this dispute settlement procedure to be covered by the terms of this procedure.

### **3. PartC – Terms of employment and engagement**

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

- (a) The employment of all new employees will be subject to a six month probationary period.
- (b) Feedback will be provided to the employee at regular intervals during the probationary period.

#### **3.2 Types of employment – permanent full time employment**

- (a) Full time employees are those employees engaged to work 36 ordinary hours per week (144 hours per 4 week settlement period) on a permanent basis.

#### **3.3 Types of employment – part time employment**

Part time employees are those employees working less than 36 hours per week on a permanent part time basis.

- (a) The employee and WaterNSW must agree on the ordinary hours of work at the start of employment which may be varied in accordance with the Clause 4.2 Flexible Work.
- (b) A part time employee may be required to work reasonable additional ordinary hours or overtime hours at the appropriate rate as outlined in Clause 4.6 Overtime.
- (c) Part time employees are paid a pro rata salary based on the proportion that their hours bear to those of full time employees.
- (d) Part time employees receive Agreement conditions and payments on a pro rata basis for annual leave, personal/carers leave, long service leave and other authorised leave in the proportion that their hours of work bear to those of full time employees, where pro-rating is relevant.
- (e) Leave accrues for part time employees in proportion to the number of hours actually worked, up to a maximum equivalent to full time employee's ordinary hours of work each week.



### 3.4 Types of employment – casual employment

- (a) 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 permanent full time or part time employee.
- (b) Rates of pay and overtime
  - (i) Casual employees are engaged and paid by the hour. The hourly rate is calculated by dividing the appropriate weekly ordinary rate by the number of full time ordinary hours worked by an employee in the same classification, plus:
    - (A) 25% to compensate for the disadvantages of casual work and in place of all paid and unpaid leave entitlements, except long service leave;
    - (B) Casual employees are paid for at least four hours for each engagement, except for casual cleaners who may be engaged for less than four hours for each engagement; and
    - (C) Casual employees receive overtime rates under this Agreement for any time worked outside the ordinary hours of work for a full time employee.
  - (ii) Overtime payments for casual employees are calculated on the casual employee's rate, i.e. the hourly ordinary rate of pay plus the 25% loading referred to above.
- (c) Leave
  - (i) Casual employees are entitled to long service leave under the provisions of this Agreement.
  - (ii) Casual employees may take unpaid leave of up to two days per occasion or other period as agreed with WaterNSW for personal/carer's leave to care for a family member who is ill or injured and requires care and support, or who requires care due to an unexpected emergency or the birth of a child. In this case:
    - (A) the casual employee must provide satisfactory evidence of the illness of the family member as defined in WaterNSW policy;
    - (B) in normal circumstances, the casual employee must not take carer's leave where someone else or an institution is providing care for the same person; and
    - (C) 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.
  - (iii) Casual employees may take unpaid leave of up to two days per occasion or other period as agreed with WaterNSW on compassionate grounds such as the death or illness of a close member of the family or a member of an employee's household.
  - (iv) Casual employees are entitled to unpaid parental leave in accordance with the Fair Work Act.
  - (v) WaterNSW will not fail to re-engage a casual employee because the employee:
    - (A) accessed the entitlements of unpaid personal/carer's leave; or

- (B) the employee or the employee's spouse is pregnant; or
  - (C) the employee is or has been immediately absent on parental leave.
- (d) Secure employment
  - (i) Where a casual employee is engaged on a regular and systematic basis for a calendar period of six months, WaterNSW will, within four weeks of the employee having worked for six 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.
  - (ii) Any casual employee who has a right to elect to convert to permanent employment can write to WaterNSW upon receiving the notice from WaterNSW or after four weeks of becoming eligible to convert to permanent employment if WaterNSW has not yet written to the employee, giving four weeks' notice in writing to WaterNSW that they seek to convert to permanent full time or part time employment.
  - (iii) Within four weeks of receiving such a notice from the employee, WaterNSW will advise the employee if they agree to or refuse the conversion to permanent employment. WaterNSW will not unreasonably refuse the conversion. Where WaterNSW 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.
  - (iv) Any casual employee who does not, within four weeks of receiving written notice from WaterNSW, elect to convert their contract of employment to full time employment or part time employment will be deemed to have decided to remain a casual employee.
  - (v) 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 WaterNSW.
  - (vi) If a casual employee has elected to have their contract of employment converted to permanent full time or part time employment, WaterNSW and the employee will discuss and agree on:
    - (A) whether the employee will convert to fulltime 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. 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 WaterNSW and the employee; and
    - (B) if it is agreed that the employee will become a part time employee, WaterNSW and the Employee must agree 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.
  - (vii) Following an agreement being reached, the employee will convert to full time or part time employment.
  - (viii) An employee will not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

- (ix) If there is any dispute about WaterNSW 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 dispute resolution process.

### **3.5 Types of employment – temporary employment**

- (a) Temporary employees:
  - (i) are engaged for a limited and specified amount of time (a term) to work for a defined period of up to 24 months where there will be no on-going need for either the person or the position; and
  - (ii) may be engaged either full-time or part-time.
- (b) Temporary employees are entitled to the provisions contained in this Agreement provided if employment or a part of the employment is for a period less than twelve (12) months, entitlements will be on a pro-rata basis.
- (c) WaterNSW may terminate the engagement of a temporary employee by giving two (2) weeks' notice or two weeks' pay in lieu of notice.
- (d) Temporary employment must not be used as an alternative to permanent employment.

### **3.6 Flexibility**

- (a) WaterNSW and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (i) the arrangement deals with one or more of the following matters:
    - (A) arrangements about when work is performed;
    - (B) overtime rates;
    - (C) penalty rates;
    - (D) allowances;
    - (E) leave loading; and
  - (ii) the arrangement meets the genuine needs of WaterNSW and the employee in relation to one or more of the matters mentioned in paragraph 3.6 (a) (i); and
  - (iii) the arrangement is genuinely agreed to by WaterNSW and the employee.
- (b) WaterNSW must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the Fair Work Act; and
  - (ii) are not unlawful terms under section 194 of the Fair Work Act; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) WaterNSW must ensure that the individual flexibility arrangement:

- (i) is in writing; and
- (ii) includes the name of WaterNSW and the employee; and
- (iii) is signed by WaterNSW and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (iv) includes details of:
  - (A) the terms of the Agreement that will be varied by the arrangement; and
  - (B) how the arrangement will vary the effect of the terms; and
  - (C) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (D) states the day on which the arrangement commences.
- (d) WaterNSW must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) WaterNSW or the employee may terminate the individual flexibility arrangement:
  - (i) by giving no less than 28 days written notice to the other party to the arrangement; or
  - (ii) if the employer and employee agree in writing at any time.

### 3.7 Counselling and discipline

- (a) Counselling and discipline is used under WaterNSW policy to manage unsatisfactory performance. It aims to bring the employee back to acceptable performance by adopting a co-operative problem-solving approach.
- (b) Disciplinary action is used under WaterNSW policy to address misconduct. It aims to return employee conduct to acceptable standards through warnings. It may result in termination of employment.
- (c) Allegations of misconduct and/or unsatisfactory performance will be dealt with in accordance with the principles of procedural fairness and the relevant WaterNSW policy.

### 3.8 Employment – ending employment

- (a) Where WaterNSW ends an employee's employment for any reason other than serious misconduct it will give written notice according to the table below:

Employees period of continuous service with WaterNSW	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks



For employees who are more than 45 years of age and have completed at least two years continuous service with WaterNSW, the period of notice in the table is increased by one week.

- (b) WaterNSW may elect to pay the employee in place of notice.
- (c) An employee may end their employment by giving WaterNSW at least 4 weeks written notice, or an agreed shorter period of written notice.
- (d) If the employee fails to give the required written notice, WaterNSW 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.
- (e) Notice is not required for ending the employment of casual employees, at the conclusion of a temporary employment contract period or where an employee's employment is ended due to conduct justifying summary dismissal.

### **3.9 Employment – redundancy**

- (a) Where an employee's position is made redundant through workplace change:
  - (i) WaterNSW will:
    - (A) Explore, where appropriate, alternative employment options in consultation with the employee; or
    - (B) re-deploy the employee to a suitable alternative role at grade; or
    - (C) offer a Voluntary Redundancy.
  - (ii) the provisions of the NSW Government's Managing Excess Employees Policy 2011 (as amended from time to time) will apply specifically for:
    - (A) Voluntary Redundancy payments where a Voluntary Redundancy offer is accepted by the employee; or
    - (B) The Retention Period and Exit or Forced Redundancy payments where a Voluntary Redundancy offer is declined or not accepted.

## **4. Part D – Hours of work**

### **4.1 Ordinary hours of work**

- (a) Ordinary hours of work, other than for shift workers, are arranged in the following manner:
  - (i) ordinary hours of work for all employees covered by this Agreement, other than casual employees, are thirty six (36) hours a week;
  - (ii) the span of hours for a normal working day is from 6am to 7pm Monday to Friday; except for shift workers where ordinary hours may span from 6am to 7pm each day as per shift rosters clause in this Agreement; and

- (iii) ordinary hours of work may extend up to 10 hours on any one day, excluding travel time, subject to Clause 4.7, Fatigue management.
- (b) Ordinary hours of work for part time employees covered by this agreement are provided in Clause 3.3 Types of Employment – part time employment.
- (c) Subject to clause 4.1 (a) and (b) the times when ordinary hours are worked are at the discretion of the employer and may include a:
  - (i) ten day fortnight at 7.2 hours per day; or
  - (ii) nine day fortnight at 8 hours per day with an accrued day off.

## **4.2 Flexible working hours**

- (a) WaterNSW and employees are committed to working in a flexible manner that meets the reasonable needs of the business and employees subject to Clause 4.1 (c). The parties agree the following principles are fundamental to the ongoing success of flexible working hours:
  - (i) mutual accountability for individual and team safety, service levels and contribution;
  - (ii) pro-active communication between individual, team and leader; and
  - (iii) arrangements strike a balance between flexibility to meet the employee's professional and personal needs and employee availability to meet service, workload and collaboration needs of the business.
- (b) Eligibility
  - (i) Full time and part time employees are eligible to participate in the flexible working hours arrangement.
  - (ii) Flexible working hours may not be available for employees who work on a shift or roster arrangement.
- (c) Ordinary hours
  - (i) Eligible employees will work their ordinary hours across a 4 week settlement period.
  - (ii) Employees participating in flexible working hours arrangement shall work at least 144 hours during the settlement period, this includes any leave the employee may have taken during the period and use of accrued flexible hours.
  - (iii) Flexible time worked in excess of the ordinary hours per period and not otherwise claimed for payment as overtime may be accrued for up to 32 hours where a genuine service, contribution or output need would be met by the additional time being worked.
  - (iv) Where an employee does not work 144 hours in a settlement period the shortfall shall be debited against the staff member's recreation leave, extended leave or debited as leave without pay if accrued leave is not available.
  - (v) Local or individual arrangements may be agreed between WaterNSW and the affected employees allowing for earlier or later start times to better meet operational needs or employee needs. Agreement to local or individual arrangements will not be unreasonably withheld by the employee or WaterNSW.
- (d) Accrued flexible hours:

- (i) Accrued flexible hours may be taken as leave with the prior approval of WaterNSW.
- (ii) Accrued flexible hours will be paid at the ordinary rate of pay on termination.
- (iii) An employee with an accrued annual leave balance of more than 40 days may not take accrued flexible hours until that annual leave balance is reduced to at least 40 days;
- (e) Working arrangements may be varied in the following manner:
  - (i) by an employee with the agreement of WaterNSW prior to making any change;
  - (ii) by WaterNSW following consultation and:
    - (A) by agreement between WaterNSW and the majority of employees affected by the change; or
    - (B) by giving affected employees at least four weeks' notice before making the change. Change may be implemented earlier by agreement.
- (f) Review and disputes

WaterNSW and its employees understand that the flexible working hours described in this Agreement are new and, to ensure the flexible working hours continue to operate effectively in meeting the reasonable needs of employees and WaterNSW, agree that:

- (i) a review of the arrangements will be undertaken after 12 months from commencement of this agreement;
- (ii) employees and managers are encouraged to meet and discuss flexible working hours on a regular basis to ensure the reasonable needs of the employee and WaterNSW are being met;
- (iii) relevant WaterNSW policy may be varied through consultation where a need arises;
- (iv) the eligibility of employees to participate in Flexible Work is at the discretion of WaterNSW and eligibility will not be unreasonably withheld by WaterNSW;
- (v) Clause 2.4 (Dispute Resolution) of this Agreement may be used to resolve disputes arising under this Clause.

#### **4.3 Meal breaks**

- (a) Employees are required to take a meal break of at least 30 minutes every five hours;
- (b) Employees are entitled to a paid 30 minute meal break only when working overtime and the work will continue beyond the meal break and after:
  - (i) working every four hours of overtime without a meal break; or
  - (ii) working two hours overtime on top of ordinary hours in any single day.
- (c) WaterNSW and the employee may agree to vary the timing and duration of meal breaks.

#### 4.4 Shift work

- (a) The working arrangements for shift rosters are as follows:
  - (i) 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);
  - (ii) WaterNSW may set starting and finishing times at each work location between the hours of 6am and 7pm to meet its operational needs;
  - (iii) where practicable, WaterNSW will give at least 48 hours' notice when requiring an employee to change from one shift to another;
  - (iv) if, to meet business needs, WaterNSW needs to change shift arrangements, it will:
    - (A) initiate the consultation process in this Agreement; and
    - (B) give employees at least two weeks' notice before making the change. Shift changes may be implemented earlier by agreement;
    - (C) 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;
    - (D) two weeks' 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;
    - (E) 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 to a roster or from a roster; moving employees between different types of roster or work arrangements or other such change.
- (b) WaterNSW may require some employees to work on a regular roster which includes shifts scheduled outside normal business hours of operation to meet its operational needs.
- (c) Shift roster types and arrangements may be added, changed or deleted to meet business needs as they arise.
- (d) For the purpose of calculating day shift penalties 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; and
  - (iii) all rostered time worked on public holidays is paid at double time and a half.
- (e) 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.
- (f) Shift penalties will be treated as part of base salary for superannuation purposes.
- (g) A public holiday falling within the rostered-on period is treated as a normal working day.
- (h) Each day of paid leave taken is to be regarded as a day worked for accrual purposes.



- (i) 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.
- (j) 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 as per the overtime clause in this Agreement.

#### **4.5 Call out**

- a) An employee called out and recalled to work on one or more occasions and the recall falls:
  - (i) between 2 periods of ordinary hours; or
  - (ii) on a Saturday, Sunday or Public Holiday.

Will be paid overtime as outlined in this clause.
- b) A call out includes additional work arising during the call out.
- c) A call out is paid at the appropriate overtime rates for:
  - (i) a minimum of 3 hours for the first call out where there is no overlap with the usual start time
  - (ii) time actually worked to the nearest 15 minutes in all other instances.
- d) A call out includes time spent travelling between the employee's location at the time the employee receives the call out and the WaterNSW work location.
- e) The time payable under Clause 4.5 (c) (i) will be 1 hour where an employee called out is able to complete the work remotely from a WaterNSW work site.
- f) This clause does not apply where the employee is already on duty, on site or usually returns to WaterNSW premises to perform a specific job outside the employee's ordinary hours of work.

#### **4.6 Overtime**

- (a) With prior approval of WaterNSW, employees may be required to work reasonable overtime to meet the needs of WaterNSW. 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. What is reasonable or unreasonable is decided by a proper consideration of:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances, including any family and carer responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the amount of weekend work performed;
  - (v) the period of notice (if any) WaterNSW gives of the overtime requirement and the employee gives of an intention to refuse it; and
  - (vi) any other relevant matter.

- (b) Overtime is the time an employee is directed and authorised to work in excess of the ordinary hours:
  - (i) for the current day, pay fortnight and settlement period taking into consideration hours already worked and planned to be worked; or
  - (ii) of 10 continuous hours in any day; or
  - (iii) of 144 ordinary hours over a settlement period.
- (c) Employees will be paid overtime at overtime rates, except where excluded by the terms of this Agreement.
- (d) The following overtime rates apply:
  - (i) overtime worked Monday to Friday is paid at time and a half;
  - (ii) overtime worked on a Saturday is paid at time and half for the first two hours and then double time after that;
  - (iii) overtime worked on a Sunday is paid at double time;
  - (iv) overtime worked on a public holiday will be paid at double time and a half; and
  - (v) subject to Clause 4.5, employees will be paid for no less than three hours work at the appropriate rate where they work overtime on Saturday, Sunday or a public holiday.

#### **4.7 Fatigue management**

- (a) Employee fatigue will be managed in accordance with WaterNSW policy and the following.
- (b) An employee:
  - (i) will be released from work for 10 consecutive hours after 14 hours of work, including meal breaks, work related travel and worker's commute, in any 24 hour period;
  - (ii) shall be paid at the ordinary rate for any period of the 10 hour break that overlaps with their usual starting time; or
  - (iii) if required to return to ordinary duty without having the 10 hour break will be paid at double time until that break is given.
- (c) Incidents and stand down provisions:
  - (i) incidents affecting the operations of WaterNSW will be managed in accordance with WaterNSW policy and where incident specific shift arrangements are implemented the following will apply to ensure employees are adequately rested:
    - (A) prior to and after each five (5) consecutive days worked on a twelve (12) hour shift, employees must have two (2) rest days (unpaid); or
    - (B) if required to return to ordinary duty without having the stand down break will be paid at double time until that break is given.
  - (ii) incident specific shift arrangements will be developed in accordance with Clause 2.3 Consultation.

## **5. PartE – Leave**

### **5.1 Annual leave**

- (a) Annual leave entitlement:
  - (i) employees accrue annual leave at the rate of 4 weeks per year of service
- (b) Annual leave accrues from day to day.
- (c) Additional Annual Leave entitlements are as follows:
  - (i) 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 (NSW)* before its repeal and as per the map included at Schedule 5 of this Agreement accrue additional annual leave of five working days a year:
    - (A) which must be used by 30 June of the financial year in which it is accrued or it may be paid out to the employee by 30 September in the subsequent financial year; and
    - (B) for which payment excludes leave loading and shift penalties.
  - (ii) shift workers who work a shift roster Monday to Sunday accrue additional paid annual leave of five days per year:
    - (A) for which payment includes 17.5% leave loading comprising shift allowance, penalties paid during leave and the balance of annual leave loading paid in accordance with Clause 5.2.
  - (iii) employees entitled to Additional Annual Leave can elect at any time to cash out this Additional Annual Leave;
  - (iv) an employee who has worked in accordance with 5.1 (c) (i) or (ii) for a portion of the year will receive the additional leave on a proportionate basis; and
  - (v) part time employees accrue Additional Annual Leave on a pro rata basis determined on the average weekly hours worked per leave year.
- (d) Purchased annual leave
  - (i) Employees with less than 4 weeks accrued annual leave may elect to purchase up to an additional 4 week's annual leave by reducing their salary by an equivalent amount in accordance with WaterNSW policy the additional purchased annual leave must be used by 30 June of the financial year in which it is purchased or it may be paid out to the employee by 30 September in the subsequent financial year.
  - (ii) The total of accrued annual leave and purchased annual leave will not exceed 8 weeks per year.
  - (iii) Payment for this additional purchased annual leave excludes leave loading and shift penalties.
  - (iv) An employee who has purchased additional annual leave can elect at any time to cash out such leave.
- (e) Cashing out of annual leave

- (i) In exceptional circumstances, WaterNSW and an employee may agree to cash out annual leave in accordance with WaterNSW policy and the below subclauses;
  - (A) each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 5.1 (e).
  - (B) the employee's remaining accrued entitlement to paid annual leave must not be less than 4 weeks.
  - (C) a maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (f) Taking annual leave
  - (i) Employees must take at least two consecutive week's annual leave every 12 months. However, WaterNSW may agree to alternative arrangements with the employee including where the employee has relevant carer's requirements.
  - (ii) An employee will ensure they complete and submit a proposed leave plan for the next 12 months to the manager where requested by WaterNSW.
  - (iii) Where an employee elects to take 4 weeks annual leave, the employee shall apply for annual leave at least a month in advance of the date from which they propose to commence the requested leave period.
- (g) Payment for annual leave is at the ordinary rate of pay applying at the time of the employee taking leave. Employees may apply for annual leave at:
  - (i) full pay, or
  - (ii) half the period of entitlement on double pay where the accrued leave balance following the payment remains at or above 4 weeks.
- (h) Reduction of Excess Annual Leave
  - (i) Where an employee has accrued more than 6 weeks annual leave, the employee will prepare and submit to WaterNSW a leave reduction plan and associated requests/applications that reduce their leave accrual below 4 weeks. The plan will include one or more of the following:
    - (A) amount of leave to be paid to the employee, ensuring the remaining leave accrual prior to the taking of any leave is at least 4 weeks.
    - (B) dates for taking leave.
  - (ii) If an employee does not submit a leave reduction plan and associated requests/applications and has accrued 7 weeks leave they may, with 4 weeks' notice, be directed to take 2 weeks leave.

## 5.2 Annual leave loading

- (a) An annual leave loading of 17.5% calculated on the annual leave entitlement will be paid to employees each year as follows:
  - (i) leave loading will be paid in the first pay period in December.

- (ii) proportionate leave loading will be paid when an employee leaves employment for any reason.

### **5.3 Public holidays**

- (a) Employees will be given any day declared as a NSW State-wide public holiday under the *New South Wales Public Holidays Act (NSW) 2010* as an Agreement holiday with ordinary pay. The following are public holidays:
  - (i) New Year's Day
  - (ii) Australia Day
  - (iii) Good Friday
  - (iv) Easter Saturday
  - (v) Easter Sunday
  - (vi) Easter Monday
  - (vii) Anzac Day
  - (viii) Queen's Birthday
  - (ix) Labour Day
  - (x) Christmas Day; and
  - (xi) Boxing Day.
- (b) Employees will also be entitled to one additional day per annum to be taken on the first working day after Boxing Day each year
  - (i) the extra Agreement holiday replaces:
    - (A) Union Picnic Day;
    - (B) August Bank Holiday;
    - (C) Public Service Holiday; and
    - (D) any other local holiday.
- (c) 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 of the following year.

### **5.4 Compassionate leave**

- (a) An employee is entitled to two days of compassionate leave for each occasion to spend time with a member of their family or household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's family or household.
- (b) An employee may take compassionate leave for each occasion.



- (c) Compassionate leave is paid leave, other than for casual employees.

Notice and evidence requirements of WaterNSW policy apply in line with the National Employment Standards.

#### **5.5 Jury service leave**

- (a) An employee required to attend court for jury service when they are otherwise scheduled to attend work will be granted;
- (i) paid leave where they:
- (A) accept payment of jury fees, travelling and out of pocket expenses for which an equivalent amount will be deducted from the employee's pay; and
- (B) submit a timely application for leave accompanied by the Sheriff's or Registrar's certificate of payment of fees; or
- (ii) unpaid leave

#### **5.6 Leave without pay**

- (a) WaterNSW may grant leave without pay at its discretion to an employee.
- (b) 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.
- (c) Where an employee is granted leave without pay amounting in total to no more than five working days in a 12 month period that leave will count as service for accrual of annual leave.
- (d) 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 WaterNSW's approval.
- (e) An employee must take accrued annual leave before seeking leave without pay in accordance with Clause 5.6. However, WaterNSW may make other arrangements with an employee at its discretion.

#### **5.7 Long service leave**

- (a) Employees accrue long service leave as per the rate in the below table:

<b>Period of continuous service</b>	<b>Rate of long service leave accrual</b>
Ten years continuous service	8.8 weeks
After ten plus years continuous service	2.2 weeks per annum

- (b) When employment ends an employee is eligible for pro-rata payment of long service leave:
- (i) after completing at least 7 years' service where employment ends for any reason;
- (ii) employees who have completed at least five years continuous service and whose employment is terminated:
- (A) by the employer for any reason other than wilful misconduct; or
- (B) by the employee due to illness, incapacity, domestic or other pressing necessity; or

- (C) due to the death of the employee; or
  - (D) due to genuine redundancy.
- (c) Payment for long service leave is at the ordinary rate of pay applying at the time of the employee taking leave. Employees may apply for long service leave after seven years continuous service at:
  - (i) full pay; or
  - (ii) double the period of entitlement on half pay; or
  - (iii) half the period of entitlement on double pay; or
  - (iv) any combination of the above.
- (d) Long service leave is exclusive of public holidays. Public holidays during long service leave are paid as public holidays and not deducted from the long service leave balance.

## **5.8 Military leave**

- (a) WaterNSW will grant military leave on full pay to an employee who is a volunteer part time member of the Australian Defence Forces for the purposes of undertaking compulsory annual training and to attend schools, classes, instruction courses or compulsory parades conducted by the employee's unit.
- (b) WaterNSW will grant military leave on full pay for up to:
  - (i) 24 working days each financial year to members of the Naval and Army, Reserves;
  - (ii) 28 working days each financial year to members of the Air Force Reserve.
- (c) WaterNSW will grant an employee up to one day's special leave each year to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Force.
- (d) Where the Australian Defence Forces ask an employee to perform extra military service requiring more leave than the entitlement above, WaterNSW 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.
- (e) 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.
- (f) While military leave top-up pay is being paid:
  - (i) the employee continues to accrue personal/carers leave, annual leave and long service leave; and
  - (ii) WaterNSW continues making superannuation contributions based on the employee receiving their ordinary rate of pay.
- (g) On ceasing a period of military leave, the employee will supply WaterNSW with a certificate of attendance and the employee's reservist pay details signed by the commanding officer or other responsible officer. The employee may also be required to provide WaterNSW with evidence of military service prior to commencing the period of military leave.

- (h) Where the Australian Defence Forces ask an employee to perform additional military services requiring even more leave than the entitlements in sub-clauses (b) to (f) above, WaterNSW may grant further paid leave. The rate of paid leave will be at the rate of the Employer Support Payment Scheme provided by the Commonwealth Department of Defence as adjusted from time to time. This equates to the average weekly full time adult ordinary earnings which for 2017-2018 is \$1,533.10 per week.

#### **5.9 National Aboriginal and Torres Strait Islander Day**

- (a) Employees who identify themselves as Aboriginal and Torres Strait Islander employees are eligible to one day's special leave per annum to participate in National Aboriginal and Torres Strait Islander Day celebrations. 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.

#### **5.10 Parental, Primary Carer and Adoption leave**

- (a) After 12 months continuous service with WaterNSW, employees will have access to up to 52 weeks' unpaid parental leave in accordance with the Fair Work Act if:
  - (i) The leave is associated with:
    - (A) the birth of a child of the employee or the employees spouse or de facto partner;
    - (B) the placement of a child for adoption with the employee;
    - (C) to support the surrogate birth of their child; and
    - (D) the employee has or will have responsibility for the care of the child.
- (b) During this period an employee may elect:
  - (i) to take either 14 weeks' primary carer leave on full pay or 28 weeks' primary carer leave on half pay;
  - (ii) to take either one week partner leave on full pay or two weeks' partner leave on half pay; or
  - (iii) to take either 14 weeks' adoption leave on full pay or 28 weeks' adoption leave on half pay.
- (c) An employee may use all or part of any annual leave or long service leave as long as the total period of leave does not exceed 52 weeks.
- (d) To assist the employee in reconciling work and parental responsibilities, 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 available parental leave period;
  - (ii) for an extension of the period of unpaid parental leave for a further continuous period of leave not exceeding 52 weeks; or
  - (iii) to return to work from a period of parental leave on a part time basis. Such a request will be made as soon as possible but no less than seven weeks prior to the date the employee is due to return to work from parental leave.



- (e) WaterNSW 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 business 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. WaterNSW's response to the employee will be made in writing.
- (f) Paid leave granted under this clause is counted as service for the purposes of this Agreement.

#### **5.11 Communication during parental leave**

- (a) Communication during parental and primary carers leave:
  - (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, WaterNSW 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.
  - (ii) The employee will take reasonable steps to inform WaterNSW about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
  - (iii) The employee will also notify WaterNSW of any changes of address or other contact details which may affect WaterNSW ability to communicate with the employee while on parental leave.

#### **5.12 Illness and miscarriage**

- (a) An employee is entitled to unpaid special parental leave for a period specified on a medical certificate where:
  - (i) the employee has had a pregnancy related illness;
  - (ii) the employee has been pregnant, and the pregnancy ends within 28 weeks of the employee's due date otherwise than by the birth of a living child;
  - (iii) the employee's pregnancy ends due to their child being stillborn, or if their child dies after birth.
- (b) Where an employee:
  - (i) has been pregnant; and
  - (ii) the pregnancy ends within nine weeks of the employee's due date, otherwise than by the birth of a living child or if their child dies after birth during paid parental leave; and
  - (iii) the employee was entitled to paid parental leave in relation to the pregnancy, sub clause 5.12 will not apply and the employee will instead retain their entitlement to the paid portion of their parental leave.
- (c) Where an employee has been pregnant and the pregnancy ends due to their child being stillborn or if their child dies after birth, the employee can elect to reduce or cancel their period of unpaid parental leave by giving written notice to the employer. If the pregnant employee is

not fit to return to work, the employee may be entitled to paid personal leave or unpaid special maternity leave.

#### **5.13 Personal/Carers leave**

(a) Taking of personal/carers leave

(i) An employee is entitled to access their accrued personal/carers leave in the following instances:

- (A) if they are unfit for work because of their own personal illness or injury, or
- (B) to provide care or support to a member of their family or household, because of a personal illness, injury or unexpected emergency affecting the member.

(b) Notice of Illness

The employee must satisfy the employee's supervisor or manager that an absence is due to personal illness or injury or carer's responsibilities. WaterNSW may request satisfactory evidence that would substantiate the reason for leave as detailed in WaterNSW policy. The employee may not be entitled to the leave if the employee fails to provide:

- (i) notice (as soon as practicable) and where possible within an hour of the usual starting time. The employee must notify the employee's supervisor or manager of the illness or injury and how long the employee expects to be off work; and
- (ii) satisfactory evidence (where required and if previously requested prior to or at the time of notification) in the following instances:
  - (A) for all absences of three consecutive working days or more;
  - (B) for all absences where five uncertified days personal/carers leave have been taken for the year;
  - (C) if an employee is to undergo personal/carers leave case management.

(c) An employee who has been absent on a long period of personal leave may be required to participate in a Work Health Plan as part of their transition back to work.

(d) If the employee has taken approved personal leave and receives compensation under any Act or law for that period of leave, the employee must reimburse WaterNSW any amounts paid as personal leave.

(e) On commencement an employee will be credited with 2 weeks personal/carers leave.

(f) Personal/Carers leave accrues progressively at the rate of 4 weeks per year of service. Part time employees are entitled to combined personal/carers leave on a pro-rata basis calculated on the number of hours worked in relation to full time hours.

(g) Any unused accrued personal/carers leave accumulates each year.

#### **5.14 Illness during annual or long service leave**

(a) WaterNSW will re-credit annual leave or long service leave to an employee who is ill or injured whilst on annual or long service leave where the employee:

- (i) for the re-credit of annual leave, produces satisfactory medical evidence outlining the period of illness or injury;
  - (ii) for the re-credit of long service leave, produces satisfactory medical evidence outlining the period of illness or injury and the period stated in the medical evidence is five working days or more; and
  - (iii) has a sufficient personal leave balance from which to debit the period of illness or injury.
- (b) Paid personal/carers leave will not be granted during a period of unpaid leave.

#### **5.15 Special leave- emergency services**

- (a) Employees who are volunteer members of a 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 or home in their capacity as a volunteer in any of these organisations. A maximum of eight 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* (NSW), 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 eight day upper limit specified above in this clause;
  - (iii) WaterNSW emergencies will take precedence over any other emergencies;
  - (iv) Rest periods for declared emergencies will be as follows;
    - (A) 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; 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 one day special leave for rest; and
    - (B) rest periods are in addition to the maximum eight days emergency services volunteers leave provided for in this clause;
  - (v) Notice to WaterNSW - prior to attending training or an emergency that would require the employee to be absent from work, the employee or their nominee, will notify WaterNSW as follows:
    - (A) prior to leaving the workplace if the employee is on duty when called to attend the emergency;
    - (B) ordinarily within one 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; and

- (C) 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.
- (vi) Approval of leave - approval and payment for leave will be subject to:
  - (A) notice being given to WaterNSW as per this clause;
  - (B) written confirmation of attendance from the relevant emergency service group; and
  - (C) WaterNSW's operational requirements.

#### **5.16 Special leave- relocation and living away from home**

- (a) WaterNSW 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 two days and two 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, accrued flexible hours or leave without pay (as per this Agreement), if WaterNSW's operational requirements permit.

#### **5.17 Special leave - domestic violence**

- (a) WaterNSW recognises that an employee may experience situations of violence or abuse in their personal life that may affect their attendance or performance at work and will grant up to 10 days per year Special Leave to an employee experiencing domestic violence.
- (b) Additional Special Leave may be granted at WaterNSW's discretion to an employee experiencing domestic violence.
- (c) In addition, an employee may take up to 5 days unpaid leave if the employee needs to deal with the impact of family and domestic violence on a family member. This includes making arrangements for their safety (including relocation), attending urgent court hearings, or accessing police services where this is impractical for the employee to do outside their ordinary hours of work. This unpaid leave is available at the start of each year of service and does not accrue from year to year. Notice should be given to WaterNSW as soon as practicable and include the period or expected period of leave
- (d) All personal information concerning the matter will be kept confidential.
- (e) WaterNSW, where appropriate, may facilitate flexible working arrangements subject to operational requirements and in accordance with the NES. This includes changes to working times and changes to an employee's work location, telephone number and email address.

#### **5.18 Special leave – other**

- (a) WaterNSW may grant an employee special leave on full pay for other purposes set out in this Agreement or that may arise, including but not limited to:



- (i) 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; and
- (ii) attendance at court by an employee who is required as a witness when summonsed by a court but only if WaterNSW considers the granting of special leave to be appropriate in a particular case.

#### **5.19 Union leave**

- (a) WaterNSW will grant special leave with pay to:
  - (i) employees for undertaking accredited work health and safety (WHS) courses or training for WHS Committee members;
  - (ii) union delegates for undertaking the following activities:
    - (A) annual or biennial conferences of the delegate's Union;
    - (B) meetings of the union executive, committee of management or councils;
    - (C) annual conference of Unions New South Wales and the biennial Congress of the Australian Council of Trade Unions;
    - (D) attending meetings called by Unions New South Wales involving the delegate's union and requiring attendance of a delegate;
    - (E) giving evidence before an industrial tribunal as a witness for the delegate's union;
  - (iii) union members up to 12 days in any two-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.
- (b) This leave is granted subject to:
  - (i) WaterNSW 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 travel 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 WaterNSW in writing, in advance and as soon as the date, time and expected duration of meetings, trainings or activities are known;
- (c) WaterNSW will allow the employee reasonable travel time to and from such meetings, conferences and training where special leave applies;
- (d) WaterNSW will re-credit any accrued flexible hours or other leave applied for on the day to which special leave applies.

## **6. PartF – Remuneration and other payments**

### **6.1 Pay – increases**

- (a) All employees will receive the General Pay Increases of 2% in Year 2 and Year 3 of this Agreement in accordance with the Pay Matrices in Schedule 2 effective 1 July in each year

### **6.2 Pay – performance and eligibility for progress pay and bonus**

- (a) Employee performance will be managed in accordance with WaterNSW policy to:
  - (i) create an environment for continuous improvement in employee performance;
  - (ii) determine the level of employee performance;
  - (iii) recognise and reward performance improvement; and
  - (iv) enable under performance to be addressed.
- (b) Eligible employees who are recognised as meeting or exceeding performance expectations will (in addition to General Pay Increases 6.1 (a) receive;
  - (i) Progress Pay Increases determined in accordance with the Pay Matrices in Schedule 2 effective 1 July in each year; and
  - (ii) A Bonus payment in accordance with Clause 6.4.
- (c) Employees will be ineligible for a Progress Pay Increase or Bonus in accordance WaterNSW policy and the following:
  - (i) The employee has been determined as under performing during the financial year; and
  - (ii) A Performance Improvement Plan has been put in place to support performance improvement; and
  - (iii) Performance has been determined by the relevant manager as not improving by:
    - (A) 30 June in relation to a Progress Pay Increase;
    - (B) 31 August in relation to a Bonus payment.
- (d) Any disagreement about a Performance Improvement Plan in relation to Clause 6.2 will be resolved using the consultation process, including employee representation where requested, and if necessary, the dispute resolution process outlined in this Agreement.
- (e) An employee must still be employed with WaterNSW at the time the Bonus is paid to be eligible to receive the payment.
- (f) An employee must have completed their probation period at the time the pay increase and Bonus is paid to be eligible to receive the increase and a Bonus pro-rated to the portion of the year completed.
- (g) An ineligible employee's performance will be excluded from the calculation of their teams Team performance where possible.

### **6.3 Pay - accrued leave adjustment for 36 hour week**

- (a) On an ongoing basis from the first full pay period one month following commencement of this agreement employees who prior to the making of this Agreement worked full time ordinary hours of 35 per week will:
  - (i) work 36 hours per week; and
  - (ii) be paid an additional 1 hour per week at normal time rates to work a 36 hour week so their hourly rate will be maintained; and
  - (iii) have their leave accruals increased to maintain their accrued number of weeks or days leave or part thereof.

#### **6.4 Pay - bonus**

- (a) A Bonus scheme has been established to incentivise all employees covered by this agreement to contribute to the achievement of the measures and targets in each financial year and is detailed in Schedule 4.
- (b) At the start of each performance year WaterNSW will collate and review a schedule of the Bonus performance measures and targets to ensure they are consistent and meaningful in relation to achievability and business performance improvement.
- (c) WaterNSW will provide the schedule referred to in 6.4 (c) to the JCC for discussion.
- (d) WaterNSW will review the achievement of the Bonus measures and targets between July and September each year for the previous performance year to:
  - (i) ensure extenuating and/or unexpected circumstances arising are taken into account
  - (ii) determine the level of performance achieved
  - (iii) ensure the Bonus remains meaningful for employees and the business.
- (e) Any Bonus payment arising from the assessment will be paid in the first full pay period after 1 October in that year.

#### **6.5 Pay - how remuneration is paid**

- (a) Ordinary pay and claimed overtime and allowances are paid for the current fortnight in arrears. Adjustments for overtime, penalties and allowances are paid in the fortnight claimed in arrears.
- (b) The Bonus pay outcome will be paid as a lump sum in the first full pay period in October of each year.
- (c) All payments are made by electronic funds transfer into a bank or other account.
- (d) WaterNSW may make deductions from an employee's ordinary pay at the written request of that employee where the deduction is principally for the benefit of the employee or where required by law.
- (e) WaterNSW will issue a pay advice for each employee under section 536 of the Fair Work Act.
- (f) When an employee's employment ends WaterNSW will pay all amounts due to the employee on or before the employee's next normal pay day.

#### **6.6 Remuneration packaging**

- (a) With an employee's agreement, WaterNSW may introduce total remuneration or salary packaging for that employee according to WaterNSW policy which will include the option for salary sacrifice into a superannuation fund.
- (b) Total remuneration packaging allows an employee to seek a combination of cash salary and benefits within their ordinary pay to suit the employee's individual needs. It also creates an opportunity to increase disposable income.

#### **6.7 Salary sacrificing**

- (a) Salary sacrifice is available to permanent employees only.
- (b) An employee may choose from the benefits that they would like to salary sacrifice for from a range of benefits provided by the employer. The list of benefits may be varied from time to time, subject to legislative and policy requirements.
- (c) If a selected benefit attracts Fringe Benefit Tax, then the employee will be liable for the value of this tax and the employer may deduct it from the employee's remuneration.

#### **6.8 Travel – payment for travelling time**

- (a) 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.
- (b) Where operational requirements can be adequately met, WaterNSW may allow an employee time off in lieu at single time instead of paying travelling time. This time in lieu should be taken in accordance with WaterNSW policy to ensure the employee is adequately rested before starting work or within the current settlement period.
- (c) An employee is not entitled to paid travelling time for travel:
  - (i) from home to the normal place of work and return;
  - (ii) of less than 30 minutes on any one day;
  - (iii) to a new place of work on permanent transfer, if special leave has been granted for the day or days of travel;
  - (iv) between 11pm on one day to 6.00am on the next day, if a place to sleep has been provided;
  - (v) not undertaken by the most practical available route and by the most practical and economic means of transport; and
  - (vi) overseas.

#### **6.9 Travel – payments for travel-related expenses**

- (a) In this clause, travel-related expenses are an employee's reasonable travel expenses for authorised official travel which the employee has incurred properly, according to WaterNSW policy and procedure.
- (b) When an employee is required to remain away from home overnight for any reason WaterNSW may elect, in accordance with its policy to:



- (i) pay accommodation, incidental and meal allowances equal to the Australian Tax Office approved travel allowances; and/or
- (ii) pay or reimburse actual accommodation and meal expenses.
- (c) When an employee is required to remain away from home as part of a travelling field based work crew arrangement to perform their normal work, WaterNSW will pay the employee an allowance equal to the Australian Tax Office approved travel allowances:
  - (A) for three nights or less in arrears; and
  - (B) for more than three nights in advance.
- (d) Where an employee is, or is expected to be, away from home for more than 35 days, WaterNSW may make other arrangements for meeting extra travel-related expenses incurred due to longer absences from home.

#### **6.10 Allowances**

- (a) Allowances are set out in Schedule 3.
- (b) 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.

#### **6.11 Language Allowance**

- (a) An employee who has a basic level of competence in a community language and who works in locations where their community language is utilised at work to assist clients and such employees are not employed:
  - (i) as interpreters and translators; and
  - (ii) in those positions where particular language skills are an integral part of essential requirements of the position,
 will be paid an allowance as specified in Item 1 Schedule 3, subject to this clause.
- (b) The base level of the Community Language Assistance Scheme (CLAS) is paid to staff members who:
  - (i) are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
  - (ii) have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- (c) The higher level of CLAS is paid to employees who meet the requirements for the base level of payment and:
  - (i) are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by WaterNSW; and
  - (ii) have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

#### **6.12 Higher Duties Allowance**

- (a) To ensure WaterNSW maintains a skilled, innovative, flexible and committed workforce, employees may be required to perform alternative work, where competent to do so, without additional compensation in pay.
- (b) Where an employee is requested to perform work of a higher grade position for a period of:
  - (i) less than five days, then the employee will not be paid any additional payments;
  - (ii) for a period of greater than five days, the employee will be compensated in accordance with Item 2 Schedule 3 – Allowances;
  - (iii) for a period greater than 30 days, the employee will be temporarily appointed to the position and be entitled to compensation in accordance with item 2 Schedule 3 – Allowances.
- (A) The temporary rate will be effective from the time the employee is temporarily appointed to the position until the time they cease acting in that position.

#### **6.13 Remote Area Allowances**

- (a) Current employees who have historically been eligible and compensated for living in a remote area will retain this allowance at the current rate.
- (b) Current employees who have historically been eligible and compensated for travelling on annual leave from a remote area in which they are stationed will retain this allowance at the current rate.
- (c) The allowances in 6.13 (a) and (b) are not applicable to any other employee.

#### **6.14 First Aid & Fire Warden Allowance**

- (a) First aid training will be made available to all employees.
- (b) Employees who elect to undertake an advanced first aid course, possess a current first aid certificate and are nominated by the employer and agree to undertake first aid duties will be paid an allowance as per Item 4 Schedule 3 – Allowances.
- (c) An employee nominated to act in the capacity of a fire warden will be paid an allowance as per Item 4 Schedule 3 – Allowances.

#### **6.15 Fire Fighting Allowance**

- (a) An employee engaged in on-ground firefighting, including on-ground hazard reduction burning, will be paid an allowance per hour, as outlined in Item 5 Schedule 3 – Allowances.

#### **6.16 Extended Working Away from Home Allowance**

- (a) Where an employee working on major capital works projects is in the course of their employment required to spend an Extended Period away from their normal place of residence, the employee will be paid the Allowance in Item 6 of Schedule 3 – Allowances.
- (b) For purposes of this clause extended period means 3 months continuous time of ordinary hours.

#### **6.17 On call/standby Allowance**

- (a) Where WaterNSW 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 item 7 Schedule 3 – Allowances for the time spent on call.
- (b) Where WaterNSW recalls an employee who is on-call, the overtime provisions of this Agreement will apply to the time worked.
- (c) If on a weekday, weekend or public holiday, an employee being paid the on-call allowance is able to resolve a work problem without travelling to the place of work, the work performed will be compensated at the overtime rate of pay for the actual time worked, calculated to the nearest 30 minutes.
- (d) An employee who is on-call will be provided with a WaterNSW vehicle wherever practicable for responding to a recall, 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.
- (e) An employee who is on-call in accordance with this clause is not entitled to the benefits of Clause 4.5 Call Out.

#### **6.18 Overtime Meal Allowance**

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 as per the Australian Taxation Office rates.

#### **6.19 Private motor vehicle use Allowance**

An employee who uses a privately owned motor vehicle in their job, with prior WaterNSW approval, will be reimbursed for the kilometres travelled at the Australian Taxation Office rates.

#### **6.20 Expense Reimbursement**

Where an employee incurs an out of pocket expense directly related to their employment, WaterNSW will reimburse the employee upon production of relevant documentation. The expense must be approved by a manager as a necessary work related expense.

### **7. Part G - Classification**

#### **7.1 Classification of positions**

- (a) The classification structure provides the minimum and maximum job evaluation points for positions covered by this Agreement.
- (b) WaterNSW will use the Mercer CED methodology to evaluate positions to determine a point valuation and corresponding Grade within the classification structure set out in Schedule 1 of this Agreement.
- (c) Accredited WaterNSW and/or Mercer specialists will be engaged to evaluate positions.

## **7.2 Classification review**

- (a) Each occupied position may be reviewed when substantial change occurs to the role and the position description updated.
- (b) 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.
- (c) The manager will advise the employee promptly of the outcome of the job evaluation process.
- (d) No incumbent will have their base salary reduced as a result of their position being re-evaluated.
- (e) Any disagreement about a position's classification will be resolved using consultation, including employee representation where requested, and if necessary, the dispute resolution process outlined in this Agreement.
- (f) Outcomes of position evaluations will be reported to the JCC on a quarterly basis to facilitate the sharing of information. The JCC may recommend particular position evaluations for review by WaterNSW.
- (g) JCC representatives will be trained in Mercer CED methodology.

## **7.3 Pay ranges**

- (a) The pay rate ranges and any annual increases to pay rate ranges covered by this Agreement are set out in Schedule 1 and take effect and are payable from the dates set out in Schedule 1.

## **8. PartH – Schedules**

(Schedules 1, 2,3,4 and 5 follow)



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

Grade	Points	Pay Zone	Year 1 (FY19)		Year 2 (FY20)		Year 3 (FY21)	
			Min	Max	Min	Max	Min	Max
Grade 1	80	Zone 1	\$ 48,725	\$ 49,739	\$ 49,699	\$ 50,734	\$ 50,693	\$ 51,748
		Zone 2	\$ 49,740	\$ 50,753	\$ 50,735	\$ 51,768	\$ 51,749	\$ 52,804
	96	Zone 3	\$ 50,754	\$ 51,769	\$ 51,769	\$ 52,804	\$ 52,805	\$ 53,860
		Zone 4	\$ 51,770	\$ 52,785	\$ 52,805	\$ 53,841	\$ 53,861	\$ 54,917
Grade 2	97	Zone 1	\$ 53,236	\$ 54,344	\$ 54,300	\$ 55,431	\$ 55,386	\$ 56,539
		Zone 2	\$ 54,345	\$ 55,452	\$ 55,432	\$ 56,561	\$ 56,540	\$ 57,693
	116	Zone 3	\$ 55,453	\$ 56,562	\$ 56,562	\$ 57,693	\$ 57,694	\$ 58,847
		Zone 4	\$ 56,563	\$ 57,672	\$ 57,694	\$ 58,825	\$ 58,848	\$ 60,002
Grade 3	117	Zone 1	\$ 58,650	\$ 59,871	\$ 59,823	\$ 61,068	\$ 61,019	\$ 62,289
		Zone 2	\$ 59,872	\$ 61,092	\$ 61,069	\$ 62,314	\$ 62,290	\$ 63,560
	140	Zone 3	\$ 61,093	\$ 62,314	\$ 62,315	\$ 63,561	\$ 63,561	\$ 64,832
		Zone 4	\$ 62,315	\$ 63,537	\$ 63,562	\$ 64,808	\$ 64,833	\$ 66,104
Grade 4	141	Zone 1	\$ 64,190	\$ 65,878	\$ 65,474	\$ 67,196	\$ 66,783	\$ 68,540
		Zone 2	\$ 65,879	\$ 67,567	\$ 67,197	\$ 68,918	\$ 68,541	\$ 70,297
	163	Zone 3	\$ 67,568	\$ 69,257	\$ 68,919	\$ 70,642	\$ 70,298	\$ 72,055
		Zone 4	\$ 69,258	\$ 70,947	\$ 70,643	\$ 72,366	\$ 72,056	\$ 73,813
Grade 5	164	Zone 1	\$ 71,829	\$ 73,718	\$ 73,265	\$ 75,192	\$ 74,731	\$ 76,696
		Zone 2	\$ 73,719	\$ 75,608	\$ 75,193	\$ 77,120	\$ 76,697	\$ 78,662
	194	Zone 3	\$ 75,609	\$ 77,499	\$ 77,121	\$ 79,049	\$ 78,663	\$ 80,630
		Zone 4	\$ 77,500	\$ 79,390	\$ 79,050	\$ 80,978	\$ 80,631	\$ 82,597
Grade 6	195	Zone 1	\$ 80,956	\$ 83,086	\$ 82,576	\$ 84,748	\$ 84,227	\$ 86,442
		Zone 2	\$ 83,087	\$ 85,216	\$ 84,749	\$ 86,920	\$ 86,443	\$ 88,658
	246	Zone 3	\$ 85,217	\$ 87,347	\$ 86,921	\$ 89,094	\$ 88,659	\$ 90,875
		Zone 4	\$ 87,348	\$ 89,478	\$ 89,095	\$ 91,268	\$ 90,876	\$ 93,093
Grade 7	247	Zone 1	\$ 91,373	\$ 93,776	\$ 93,200	\$ 95,652	\$ 95,064	\$ 97,565
		Zone 2	\$ 93,777	\$ 96,181	\$ 95,653	\$ 98,104	\$ 97,566	\$ 100,066
	297	Zone 3	\$ 96,182	\$ 98,586	\$ 98,105	\$ 100,557	\$ 100,067	\$ 102,568
		Zone 4	\$ 98,587	\$ 100,991	\$ 100,558	\$ 103,011	\$ 102,569	\$ 105,071
Grade 8	298	Zone 1	\$ 97,185	\$ 102,583	\$ 99,129	\$ 104,635	\$ 101,111	\$ 106,727
		Zone 2	\$ 102,584	\$ 107,982	\$ 104,636	\$ 110,141	\$ 106,728	\$ 112,344
	358	Zone 3	\$ 107,983	\$ 113,381	\$ 110,142	\$ 115,649	\$ 112,345	\$ 117,962
		Zone 4	\$ 113,382	\$ 118,781	\$ 115,650	\$ 121,157	\$ 117,963	\$ 123,580
Grade 9	359	Zone 1	\$ 109,967	\$ 116,075	\$ 112,166	\$ 118,397	\$ 114,410	\$ 120,765
		Zone 2	\$ 116,076	\$ 122,184	\$ 118,398	\$ 124,628	\$ 120,766	\$ 127,120
	430	Zone 3	\$ 122,185	\$ 128,294	\$ 124,629	\$ 130,859	\$ 127,121	\$ 133,477
		Zone 4	\$ 128,295	\$ 134,404	\$ 130,860	\$ 137,092	\$ 133,478	\$ 139,834
Grade 10	431	Zone 1	\$ 125,381	\$ 132,346	\$ 127,889	\$ 134,993	\$ 130,447	\$ 137,693
		Zone 2	\$ 132,347	\$ 139,311	\$ 134,994	\$ 142,097	\$ 137,694	\$ 144,939
	520	Zone 3	\$ 139,312	\$ 146,277	\$ 142,098	\$ 149,203	\$ 144,940	\$ 152,187
		Zone 4	\$ 146,278	\$ 153,244	\$ 149,204	\$ 156,309	\$ 152,188	\$ 159,435



## Schedule 2 – Pay Matrices

Base Pay Increase by Zone					
	Zone 1	Zone 2	Zone 3	Zone 4	Above Zone 4
General Pay Increase Percentage	2.00%	2.00%	2.00%	2.00%	2.00%
Progress Pay Increase Percentage	2.20%	1.30%	0.80%	0.50%	0.00%
Total Base Pay Increase	4.20%	3.30%	2.80%	2.50%	2.00%

Total Base Pay increases are determined as follows:

The Pay Range for each Grade is divided into four Zones (as detailed in Schedule 1).

The Zone for an employee is determined based on their Grade and individual Base Pay in the relevant year of the Agreement.

To identify the Zone and Total Base Pay Increase Percentage for an employee:

1. Review the table in Schedule 1 and identify the relevant Grade for the employee.
2. For that Grade, confirm the Zone Pay Range that the employee's current Base Pay (as at 30 June) falls into (for the relevant year of the Agreement).
3. Review the Schedule 2 Pay Matrix and identify the Total Base Pay Increase Percentage for that Zone.

Where the Total Base Pay increase percentage results in an employee's base pay exceeding the maximum rate for Zone 4 the maximum rate for Zone 4 will apply as the employee's new base pay. For example, if an employee is currently \$10 below the maximum for Zone 4, the employee will receive an increase of \$10 + 2% placing the employee at the maximum rate for Zone 4.

Example: Year 2

Grade: Grade 5

Base Pay: \$76,500.00, as at 30 June 2019 (FY19)

Zone (Year 2, FY20): Zone 2 (i.e. between \$75,913 Min and \$77,120 Max Pay Rate for Grade 5, Zone 2)

Base Pay Increase: 3.3% (per Matrix % for, Zone 2)

New Base Pay: \$79,024.50

Employee on a Performance Improvement Plan and ineligible for a Progress Pay increase in accordance with Clause 7.6 will only receive the General Pay Increase of 2%.

### Schedule 3- Allowances

Item No	Clause No.	Description	From Commencement of this Agreement
1	6.11	Language allowance: <ul style="list-style-type: none"> <li>Basic level rate</li> <li>Higher level rate</li> </ul>	<ul style="list-style-type: none"> <li>\$1379 per annum</li> <li>\$2072 per annum</li> </ul>
2	6.12	Higher duties allowance: <ul style="list-style-type: none"> <li>Greater than 5 days, The higher of:</li> <li>Greater than 30 days</li> </ul>	<ul style="list-style-type: none"> <li>5% of the employees ordinary rate of pay</li> <li>Minimum entry rate for the position being acted in</li> </ul> <p>Temporary arrangement at the agreed rate of pay for the position being acted in and not as an allowance.</p>
3	6.13	Remote Area: <ul style="list-style-type: none"> <li>Allowance</li> <li>Annual Leave Allowance</li> </ul>	<ul style="list-style-type: none"> <li>The rate current at the time of the making of this Agreement</li> <li>The rate current at the time of the making of this agreement</li> </ul>
4	6.14	First Aid and Fire Warden allowance	\$20 per week
5	6.15	Fire Fighting allowance	\$1.93 per hour
6	6.16	Extended work away from home	\$75 per week
7	6.17	On call/standby allowance: <ul style="list-style-type: none"> <li>Mon to Fri</li> <li>Sat, Sun and Public Holiday</li> </ul>	<ul style="list-style-type: none"> <li>\$20 per day</li> <li>\$100 per day</li> </ul>
8	6.18	Overtime meal allowance	As per ATO Rates
9	6.19	Private motor vehicle use allowance	As per ATO Rates
10	6.20	Travelling allowance	As per ATO Rates

## Schedule 4–Bonus Payment Matrices

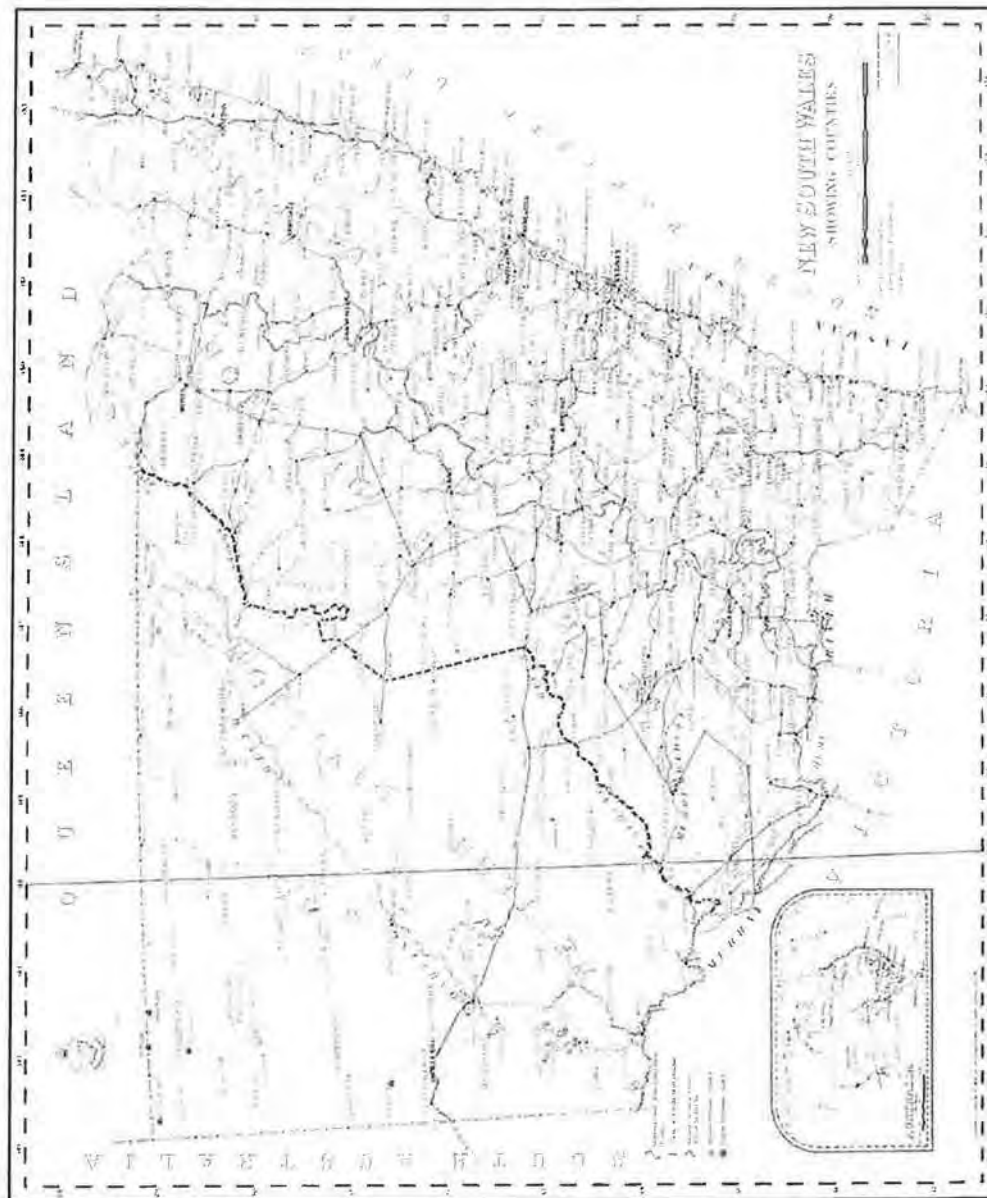
### Bonus Matrix - Year 1

Contribution Measure <sup>+</sup>		Bonus for "not met"	Bonus for "partially met"	Bonus for "on-target"	Max Bonus for "out – performance"
Safety		0%	.2%	.4%	.5%
Customer (Internal)	Satisfaction	0%	.2%	.4%	.5%
Team (Set by your level 3 leader in consultation with your team)		0%	.25%	.5%	.6%
Compliance		0%	N/A	.2%	.2%
(Online training module)					
<b>TOTAL</b>		<b>0%</b>	<b>.65%</b>	<b>1.5%</b>	<b>1.8%</b>

### Bonus Matrix - Year 2 and Year 3

Contribution Measure <sup>+</sup>		Bonus for "not met"	Bonus for "partially met"	Bonus for "on-target"	Max Bonus for "out – performance"
Safety		0%	.4%	.8%	1.0%
Customer (Internal)	Satisfaction	0%	.4%	.8%	1.0%
Team (Set by your level 3 leader in consultation with your team)		0%	.5%	1.0%	1.2%
Compliance		0%	N/A	.4%	.4%
(Online training module)					
<b>TOTAL</b>		<b>0%</b>	<b>1.3%</b>	<b>3.0%</b>	<b>3.6%</b>

## Schedule 5 - Map of the Western and Central Division of NSW



9. Part I – Signatories

Signed on behalf of WaterNSW

DAVID HARRIS

Name

CGO

Position



Signature

3/12/18

Date

169 Macquarie st Parramatta NSW 2150

Address

Witnessed By:

DANIEL LUCAS

Name

Daniel Lucas

Signature

3RD DECEMBER 2018

Date

169 Macquarie st Parramatta NSW 2150

Address



Signed on behalf of the Employees Representative

Roger Patricks  
Name

Supervising Hydrometric  
Position  
Officer

[Signature]  
Signature

30 November 2018  
Date

9 Barclay Street, Armidale, NSW, 2350  
Address

Witnessed By:

KETI PEREZ.  
Name

[Signature]  
Signature

30 NOVEMBER 2018.  
Date

5/50 - 52 HASSALL STREET, PARRAMATTA NSW 2150.  
Address

Signed on behalf of the CPSU, the Community and Public Sector Union, a bargaining representative for employees covered by this Agreement

Stewart Little

Name

General Secretary / ~~Bar~~ Secretary

Position



Signature

4.12.18

Date

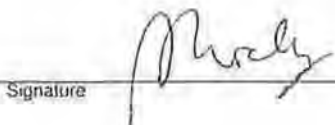
160 Clarence St, Sydney. 2000

Address

Witnessed By:

Sandra Lockett

Name



Signature

4.12.18

Date

160 Clarence St Sydney

Address

Signed on behalf of the Association of Professional Engineers, Scientists and Managers Australia, a bargaining representative for employees covered by this Agreement

GORDON BRACK

Name

DIRECTOR NSW

Position



Signature

7/12/18.

Date

Level 3, 491 KENT ST, SYDNEY 2000

Address

Witnessed By

Ann Adams

Name



Signature

7 December 2018

Date

Level 1, 491 Kent St, SYDNEY 2000

Address

Signed on behalf of the NSW Secretary of the Australian Services Union, a bargaining representative for employees covered by this Agreement

Natalie Lang  
Name

Branch Secretary  
Position

[Signature]  
Signature

3/12/2018  
Date

Level 1, 39 Renwick Street REDFERN NSW 2016  
Address

Witnessed By:

AARISA WHITINGTON  
Name

[Signature]  
Signature

3/12/2018  
Date

Level 1, 39 Renwick St REDFERN NSW 2016  
Address

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2018/6853

**Applicant:**  
WaterNSW

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, David Harris, Chief Executive Officer for WaterNSW give the following undertakings with respect to the WaterNSW Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by WaterNSW to provide this undertaking in relation to the application before the Fair Work Commission.
2. WaterNSW provides the following undertaking:

*Clause 5.1 of the Agreement provides additional annual leave to 'shift workers who work a shift roster Monday to Sunday'. The definition of a shift worker for this clause is for the purposes of the National Employment Standards (NES) (in accordance with 87(1)(b) of the Fair Work Act 2009 (Cth) ('the Act')).*



**Signature**

14 JANUARY 2019

**Date**



**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:  
AG2018/6853**

**Applicant:**

**WaterNSW**

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking- Section 190**

I, David Harris, Chief Executive Officer for WaterNSW give the following undertakings with respect to the WaterNSW Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by WaterNSW to provide this undertaking in relation to the application before the Fair Work Commission.
2. WaterNSW provides the following undertaking:

*In Schedule 1 of the Agreement:*

- (a) FY19 refers to the 2018 - 2019 financial year;
- (b) FY20 refers to the 2019 - 2020 financial year;
- (c) FY21 refers to the 2020 - 2021 financial year.



Signature

04.02.2019

Date