

| WaterNSW EA 2018  | WaterNSW EA 2021   |
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| <p><b>2.1 Consultation – Joint Consultative Committee</b></p> <p>(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.</p>                          | <p><b>2.1 Consultation about workplace change</b></p> <p>(a) When WaterNSW is considering a change in the workplace that may impact employees, it must consult with the employees affected and their representatives.</p>  |
| <p>(b) The functions of the JCC may include:</p> <p>(i) discussion on employment relations matters that may be raised by either management or the unions; and</p> <p>(ii) consider reports on a range of issues including management reports on relevant materials that would affect the well-being and interests of employees.</p> | <p>(b) WaterNSW may consult using different processes depending on whether the change is major change or less than major change.</p>   |
| <p>(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.</p>  | <p>(c) Major change means a change that is likely to have a significant impact on employees. A change to rosters or regular hours of work or a change to production, program, organisation, structure or technology is major change.</p> <p>Areas in which major change may occur include, but are not limited to:</p> <p>(i) redundancy, restructure or redeployment;</p> <p>(ii) introduction of new technology;</p> |

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|   | <ul style="list-style-type: none"> <li>(iii) career pathways, career development or competencies;</li> <li>(iv) changes to work practice, hours of work or core accountabilities; or</li> <li>(v) change in work location, regular roster or ordinary hours of work.</li> </ul>  |
| (d) The JCC will meet on a quarterly basis scheduled at the commencement of the year. | (d) WaterNSW will strive to avoid job losses associated with workplace change by working with employees affected and their representatives to develop alternatives such as reskilling and redeployment.  |
| N/A   | (e) Less than major change is change that may have an impact on employees, but that impact is not significant, and the change does not constitute major change.  |
| N/A   | <p>(f) Where the proposed change is major change, WaterNSW must:</p> <ul style="list-style-type: none"> <li>(i) Communicate with the employees affected and their representatives as soon as practicable that a problem, issue or opportunity exists that gives rise to the potential for major change. In this clause "as soon as practicable" means when WaterNSW has enough information to convey about the problem, issue or opportunity to make the communication worthwhile; and</li> <li>(ii) Refer the problem, issue or opportunity to the Peak Consultative Group that may establish a Consultative Working Group comprised of representatives of WaterNSW, the employees affected and their representatives. The Peak Consultative Group or the Consultative Working</li> </ul> |

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|     | <p>Group will develop a Consultation Plan that will set out a joint program of collaboration and consultation to address the problem, issue or opportunity.</p>   |
| N/A | <p>(g) The parties acknowledge that the source of the problem, issue or opportunity may be external to WaterNSW. In this case, communication may be about a decision that impacts WaterNSW that an external authority requires it to implement. In this case, the problem, issue or opportunity will concern the implementation of this decision rather than the decision itself.</p>   |
| N/A | <p>(h) The members of the Peak Consultative Group or the Consultative Working Group will endeavour to use the interest-based problem-solving process to address the problem, issue or opportunity. This means that they will seek to understand the key needs and concerns of WaterNSW and the employees affected and use the interest-based problem-solving process to strive to reach a mutually beneficial outcome.</p>                          |
| N/A | <p>(i) The interest-based problem-solving process is a collaborative problem-solving process involving:</p> <ul style="list-style-type: none"> <li>(i) defining the problem, issue or opportunity;</li> <li>(ii) identifying the stakeholders and their interests;</li> <li>(iii) sharing relevant information;</li> <li>(iv) developing a range of options;</li> <li>(v) establishing agreed criteria by which to evaluate options; and</li> </ul> |

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|     | (vi) striving to reach consensus on the best available option or options.   |
| N/A | <p>(j) The criteria are to be developed by the Peak Consultative Group or Consultative Working Group. Criteria to be considered include:</p> <ul style="list-style-type: none"> <li>(i) safety, hardship of those affected;</li> <li>(ii) workload of those affected and that of any remaining employees;</li> <li>(iii) job security;</li> <li>(iv) building mutual respect;</li> <li>(v) job satisfaction;</li> <li>(vi) tangible productivity improvement; and</li> <li>(vii) any legislative requirements.</li> </ul> |
| N/A | (k) The parties acknowledge that consensus cannot be mandated. It is the goal of the process, not an obligation. If consensus is not reached or is not within reach within a reasonable timeframe (where reasonable timeframe means sufficient time to complete the steps in subclause 2.1 (j)), WaterNSW may decide to address the problem, issue or opportunity.  |
| N/A | (l) If consensus is reached, the Peak Consultative Group or the Consultative Working Group must consider how to consult about the outcome of the interest-based problem-solving process with the employees affected. The consultation process in subclause 2.1 (o) may be followed, or a shorter process decided by the Peak Consultative   |

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|     | Group or the Consultative Working Group may be adopted in light of the collaborative process already undertaken.   |
| N/A | (m) Once a decision is implemented, a joint review of the impact of the change will be undertaken. The review will be identified as part of the Consultation Plan and jointly conducted at the most appropriate juncture to assess the impact of the change.   |
| N/A | (n) Where the proposed change is less than major change, WaterNSW will follow the consultation steps in subclause 2.1(o) i) to (vii) or follow the process for major change in subclause 2.1(h) to (n).  |
| N/A | (o) Consultation steps are: <ul style="list-style-type: none"> <li>(i) communicate the proposed change to the employees affected and their representatives by an informal exchange;</li> <li>(ii) explain the reason behind the proposed change to the employees affected and their representatives, and communicate any measures to avert or mitigate any negative impacts;</li> <li>(iii) invite the employees affected and their representatives to provide feedback about the proposed change orally or in writing, including measures to avert or mitigate any negative impacts;</li> <li>(iv) consider the feedback given by the employees affected and/or their representatives;</li> </ul> |

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|  | <ul style="list-style-type: none"><li>(v) provide a response to the feedback given to the employees affected and/or their representatives;</li><li>(vi) amend the proposed change as decided by WaterNSW; and</li><li>(vii) communicate the change to the employees affected and/or their representatives.</li></ul> |
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| <p><b>2.2 Consultation – the role of Union Delegates</b></p> <p>(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:</p> <ul style="list-style-type: none"> <li>(i) attendance at JCC meetings;</li> <li>(ii) attendance at WHS meetings and activities as a WHS representative;</li> <li>(iii) attendance at meetings with WaterNSW requiring an employee to attend in the capacity of union delegate;</li> <li>(iv) attendance at disciplinary meeting where an employee requires a delegate to be in attendance;</li> <li>(v) attendance at a dispute meeting where an employee requires a delegate to be in attendance;</li> <li>(vi) giving evidence in court or a similar body on behalf of WaterNSW;</li> <li>(vii) presenting information about the union to new employees inducted at WaterNSW; and</li> <li>(viii) distributing official information from the delegate's Union at the workplace at an</li> </ul> | <p><b>2.2 Peak Consultative Group</b></p> <p>(a) The Peak Consultative Group will take the place of the Joint Consultative Committee established under the WaterNSW Enterprise Agreement 2018. The Peak Consultative Group will focus on strategic issues that relate to the purpose and functioning of WaterNSW, issues that affect the relationship between WaterNSW, employees and the unions, and workplace change. The Peak Consultative Group will endeavour to use the interest-based approach and members will undertake training in the use of the interest-based problem-solving process.</p> |

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| <p>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</p>  |   |
| <p>(b) Where union delegates are carrying out on duty union delegate functions as described in subclause 2.2 (a) above, WaterNSW will:</p> <ul style="list-style-type: none"> <li>(i) allow the union delegate reasonable preparation time before attending meetings with management;</li> <li>(ii) allow for reasonable travel time to and from meetings;</li> <li>(iii) meet the approved travel and accommodation costs incurred from meetings called by WaterNSW management;</li> <li>(iv) re-credit any leave applied for on the days which on duty union delegate responsibilities are required; and</li> <li>(v) provide delegates with reasonable access to the following facilities for authorised union activities: <ul style="list-style-type: none"> <li>(A) telephone, facsimile, e-mail if available;</li> </ul> </li> </ul> | <p>(b) The purpose of the Peak Consultative Group is to:</p> <ul style="list-style-type: none"> <li>(i) enable WaterNSW to keep its employees, and the unions representing them informed;</li> <li>(ii) enable unions and their members to keep WaterNSW informed;</li> <li>(iii) allow employees to have input in the decisions of management;</li> <li>(iv) facilitate the exchange of views between employees, unions and management;</li> <li>(v) provide a forum for the exploration and understanding of "best practice" and its application within WaterNSW;</li> <li>(vi) raise ideas and concepts and provide a forum to discuss improvements in WaterNSW's performance and efficiency;</li> <li>(vii) enable the establishment of mechanisms to gauge and report on productivity;</li> <li>(viii) receive regular briefings on the status of employment of WaterNSW employees;</li> <li>(ix) undertake consultation and collaboration concerning workplace change in accordance with</li> </ul> |



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| <p>(B) access to staff noticeboards for material authorised by the delegate's union; and</p> <p>(C) workplace conference or meeting facilities, where available, for meetings with members as agreed with WaterNSW and the delegate's union.</p> | <p>clause 2.1 – Consultation about workplace change; and</p> <p>(x) monitor the implementation of the Agreement.</p>   |
| <p>N/A</p>   | <p>(c) The Peak Consultative Group will not address individual employee matters that are to be addressed in accordance with clause 2.4 – Dispute resolution.</p> |
|  | <p>(d) The Peak Consultative Group's Terms of Reference will be developed during the life of this Agreement.</p>   |

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| <p><b>2.3 Consultation process</b></p> <p>(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.</p> | <p><b>2.3 Roles and responsibilities</b></p> <p>(a) There are specific roles for each of the participants in the consultation process.</p> <p>(i) Employees:</p> <ul style="list-style-type: none"> <li>(A) constructively engage in the consultation process;</li> <li>(B) share relevant information; and</li> <li>(C) contribute to management decision making.</li> </ul> <p>(ii) Management:</p> <ul style="list-style-type: none"> <li>(A) lead the consultation process in a manner that informs employees on an issue that directly or indirectly affects their employment or working conditions;</li> <li>(B) foster information sharing, collaboration and a relationship of mutual trust;</li> <li>(C) provide employees with the opportunity to influence decisions that affect their work and quality of life;</li> <li>(D) demonstrate their commitment to developing an interest-based approach; and</li> </ul> |

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|  | <p>(E) make decisions and implement changes based on consideration of the information, interests and options identified during the consultation process.</p> <p>(iii) Unions and employee representatives:</p> <p>(A) legitimate stakeholders and representatives of their constituents;</p> <p>(B) constructively engage in the consultation process; and</p> <p>(C) share relevant information and contributing to management decision making.</p>   |
| <p>(b) Potential major changes include but are not limited to:</p> <p>(i) redundancy, restructure or redeployment;</p> <p>(i) introduction of new technology or competencies;</p> <p>(i) substantial changes to work practise, hours of work or core accountabilities and;</p> <p>(i) change in work location, regular roster or ordinary hours of work.</p> | <p>(b) As long as WaterNSW is able to carry out its 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 union delegate:</p> <p>(i) attendance at Peak Consultative Group and Consultative Working Group meetings;</p> <p>(ii) attendance at WHS meetings and activities as a WHS representative;</p> <p>(iii) attendance at meetings with WaterNSW requiring an employee to attend in the capacity of union delegate;</p> |

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|  | <ul style="list-style-type: none"> <li>(iv) attendance at a disciplinary meeting where an employee requires a delegate to be in attendance;</li> <li>(v) attendance at a dispute meeting where an employee requires a delegate to be in attendance;</li> <li>(vi) giving evidence in court or a similar body;</li> <li>(vii) presenting information about the union to new employees inducted at WaterNSW; and</li> <li>(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.</li> </ul> |
| <p>(c) In instances where this occurs, the following provision will apply.</p> | <p>(c) Where union delegates are carrying out 'on duty' union delegate functions as described in subclause 2.3 (b), WaterNSW will:</p> <ul style="list-style-type: none"> <li>(i) allow the union delegate reasonable preparation time before attending meetings with management;</li> <li>(ii) allow for reasonable travel time to and from meetings;</li> <li>(iii) meet the approved travel and accommodation costs incurred from meetings called by WaterNSW management;</li> </ul>  |

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|  | <ul style="list-style-type: none"><li>(iv) re-credit any leave applied for on the days that 'on duty' union delegate responsibilities are required; and</li><li>(v) provide delegates with reasonable access to the following facilities for authorised union activities:<ul style="list-style-type: none"><li>(A) telephone and email if available;</li><li>(B) employee noticeboards for material authorised by the delegate's union; and</li><li>(C) workplace conference or meeting facilities, where available, for meetings with members as agreed with WaterNSW and the delegate's union.</li></ul></li></ul> |
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| <p><b>3.5 Types of employment – temporary employment</b></p> <p>(a) Temporary employees:</p> <p>(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</p> <p>(ii) may be engaged either full-time or part-time.</p> | <p><b>3.5 Types of employment – temporary employment, labour hire and agency workers</b></p> <p>(a) The engagement of temporary employees, labour hire and agency workers is not intended to:</p> <p>(i) be used as an alternative to permanent positions or employment; or</p> <p>(ii) deprive permanent employees of opportunities to temporarily undertake alternative or higher-level positions for career enrichment or development.</p> |
| <p>(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.</p>  | <p>(b) A temporary employee, labour hire or agency worker may only be engaged where there will be no ongoing need for either the person or the position.</p>  |
| <p>(c) WaterNSW may terminate the engagement of a temporary employee by giving two (2) weeks' notice or two weeks' pay in lieu of notice.</p>   | <p>(c) WaterNSW will provide a regular briefing on types of employment to the Peak Consultative Group in accordance with the Peak Consultative Group Terms of Reference.</p>  |
| <p>(d) Temporary employment must not be used as an alternative to permanent employment.</p>   | <p>(d) A temporary employee is an employee:</p> <p>(i) engaged in a specified position, for a limited and specified amount of time (a term) to work for a defined period of up to 24 months or longer (up to</p>  |

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|     | <p>36 months) if there is a demonstrable business requirement;</p> <ul style="list-style-type: none"> <li>(ii) engaged as either a full-time or part-time employee but not as a casual employee;</li> <li>(iii) entitled to the provisions contained in this Agreement that may be on a pro-rata basis for part of a year; and</li> <li>(iv) entitled to notice of termination or pay in lieu of notice in accordance with clause 3.9 (a) of this Agreement.</li> </ul>   |
| N/A | <ul style="list-style-type: none"> <li>(e) Labour hire and agency workers           <ul style="list-style-type: none"> <li>(i) A labour hire or agency worker is a person who is not employed by WaterNSW but who performs work for WaterNSW pursuant to a contract between WaterNSW and another organisation.</li> <li>(ii) A labour hire or agency worker may only perform work for WaterNSW for a period of up to 12 months.</li> <li>(iii) WaterNSW will require that a labour hire or agency worker is paid no less than the amount provided in this Agreement to be paid to a WaterNSW employee performing similar work.</li> </ul> </li> </ul> |

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| <p><b>3.7 Remote Working</b></p> <p>N/A</p> | <p><b>3.7 Remote working</b></p> <p>(a) WaterNSW aims to support employees by enabling remote working where it is appropriate for the role, individual and organisation. The parties agree remote working provides opportunities for flexibility and efficiency around where, how and when work is conducted.</p>   |
| <p>N/A</p>                                  | <p>(b) All employees who work remotely need to be flexible around attending important events in person. Leaders will endeavour to provide as much notice as possible where events are scheduled in advance and in person attendance is required. Examples of scenarios when in person attendance is required include:</p> <ul style="list-style-type: none"> <li>(i) important team meetings (e.g. annual strategy meetings and planning sessions);</li> <li>(ii) stakeholder engagement where face-to-face interaction provides better outcomes; and</li> <li>(iii) attending training that is hands on or only conducted face-to-face.</li> </ul> |
| <p>N/A</p>                                  | <p>(c) There are different scenarios for remote working at WaterNSW, including roles that:</p> <ul style="list-style-type: none"> <li>(i) require limited in-person attendance at an office or work site. Such roles predominantly include desk based or administrative duties;</li> <li>(ii) may have a hybrid approach to remote working, that is, some time in an office or worksite and some</li> </ul>   |



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|     | <p>time working remotely. Reasons to come into an office or worksite may include:</p> <ul style="list-style-type: none"> <li>(A) to access better internet speed or to use equipment;</li> <li>(B) to meet with others to connect and collaborate;</li> <li>(C) build team relationships and interact as a team on site;</li> <li>(D) where a WaterNSW workplace provides the employee with a safer location for work; or</li> <li>(E) undertaking operational or field-based activities.</li> </ul> <p>(iii) WaterNSW may require individuals to undertake work mainly from a WaterNSW site or office such as:</p> <ul style="list-style-type: none"> <li>(A) undertaking operational or field-based activities;</li> <li>(B) leadership roles that need to be located near their teams and assets in order to fulfill the requirements of their role in a timely manner; or</li> <li>(C) conducting site and safety inspections.</li> </ul> |
| N/A | <p>(d) Key principles to encourage the success of remote working arrangements include:</p>  |

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|     | <ul style="list-style-type: none"> <li>(i) WaterNSW values informing decisions around remote working;</li> <li>(ii) safety is paramount around remote working – WaterNSW will provide appropriate support for employees to ensure they are physically and emotionally safe;</li> <li>(iii) clarity around expectations – employees and their leaders are encouraged to discuss the details of remote working and agree on arrangements and expectations at least once per year;</li> <li>(iv) mutual flexibility is key – individuals may be required to attend in person for certain activities, important events and meetings and should be available to collaborate with others as required;</li> <li>(v) communication and collaboration are important to maintain and enhance connectivity, engagement and productivity;</li> <li>(vi) leaders have an obligation to role model expectations and create a positive and inclusive working environment that empowers and develops their team; and</li> <li>(vii) ensuring data and information security and confidentiality requirements are met.</li> </ul> |
| N/A | <p>(e) Leaders and employees will discuss and agree on remote working arrangements, where applicable, giving due consideration and clear expectations around the following:</p>   |

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|  | <ul style="list-style-type: none"><li>(i) what hours are going to be worked, start and finish times, and availability for collaboration. Refer also to clause 4.2 – Flexible Working Hours;</li><li>(ii) expectations of notification of any absences; and</li><li>(iii) leaders and teams discuss and agree on how they will come together to collaborate and engage.</li></ul> |
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| <p><b>4.2 Flexible working hours</b></p> <p>(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:</p> <ul style="list-style-type: none"> <li>(i) mutual accountability for individual and team safety, service levels and contribution;</li> <li>(ii) pro-active communication between individual, team and leader; and</li> <li>(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.</li> </ul> | <p><b>4.2 Flexible working hours arrangement</b></p> <p>(a) Full-time and part-time employees, regardless of current working hours arrangement, as outlined in subclause 4.1(c), may participate in the flexible working hours arrangement subject to the provisions of this clause 4.2.</p> |
| <p>(b) Eligibility</p> <ul style="list-style-type: none"> <li>(i) Full time and part time employees are eligible to participate in the flexible working hours arrangement.</li> <li>(ii) Flexible working hours may not be available for employees who work on a shift or roster arrangement.</li> </ul>   | <p>(b) The flexible working hours arrangement is an agreement where the hours of work including start and finish times, the day on which work is undertaken or the duration of the working day of an employee vary and is subject to the provisions of this clause 4.2.</p>                  |

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| <p>(c) Ordinary hours</p> <p>(iv) Eligible employees will work their ordinary hours across a 4 week settlement period.</p> <p>(v) 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.</p> <p>(vi) 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.</p> <p>(vii) 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.</p> <p>(viii) 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.</p> | <p>(c) Employees may make a request to change their working hours arrangement.</p>   |
| <p>(d) WaterNSW and employees are committed to working in a flexible manner that meets the reasonable needs of the business and</p>   | <p>(d) For the purpose of this clause 4.2, the decision maker refers to the person to whom the employee directly reports, which is referred to in this clause as the employee's direct</p> |

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| <p>employees subject to Clause 4.1 (c). The parties agree the following principles are fundamental to the ongoing success of flexible working hours:</p> <ul style="list-style-type: none"> <li>(i) mutual accountability for individual and team safety, service levels and contribution;</li> <li>(ii) pro-active communication between individual, team and leader; and</li> <li>(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.</li> </ul> | <p>leader. The direct leader may consult with a more senior leader where the circumstance is complex.</p>   |
| <p>(e) Working arrangements may be varied in the following manner:</p> <ul style="list-style-type: none"> <li>(i) by an employee with the agreement of WaterNSW prior to making any change;</li> <li>(ii) by WaterNSW following consultation and: <ul style="list-style-type: none"> <li>(A) by agreement between WaterNSW and the majority of employees affected by the change; or</li> <li>(B) by giving affected employees at least four weeks' notice before making the change. Change may be implemented earlier by agreement.</li> </ul> </li> </ul>   | <p>(e) When an employee makes a request to participate in the flexible working hours arrangement, the direct leader will accept the request unless they consider that the operational needs of the business would be unreasonably compromised by accepting the request. In such case, the direct leader will provide a detailed explanation of the reason, for the refusal of the request, in writing to the employee as soon as possible, and no more than 21 days. An employee's request will not be unreasonably withheld.</p> |

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| <p>(f) Review and disputes</p> <p>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:</p> <ul style="list-style-type: none"> <li>(i) a review of the arrangements will be undertaken after 12 months from commencement of this agreement;</li> <li>(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;</li> <li>(iii) relevant WaterNSW policy may be varied through consultation where a need arises;</li> <li>(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;</li> <li>(v) Clause 2.4 (Dispute Resolution) of this Agreement may be used to resolve disputes arising under this Clause.</li> </ul> | <p>(f) The operation of the flexible working hours arrangement will be as follows:</p> <ul style="list-style-type: none"> <li>(i) Ordinary hours <ul style="list-style-type: none"> <li>(A) Eligible employees will work their ordinary hours across a 4 week settlement period.</li> <li>(B) Employees participating in the flexible working hours arrangement must 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.</li> <li>(C) 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. Time worked must be in response to a genuine service, contribution or output need that would be met by the additional time being worked.</li> <li>(D) Where an employee does not work 144 hours in a settlement period, the shortfall must be debited against the employee's annual leave, long service leave, or debited as leave without pay if accrued leave is not available.</li> </ul> </li> <li>(ii) Accrued flexible hours <ul style="list-style-type: none"> <li>(A) Accrued flexible hours may be taken as leave with the prior approval of WaterNSW.</li> </ul> </li> </ul> |
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|     | <p>(B) Accrued flexible hours will be paid at the ordinary rate of pay on termination.</p> <p>(C) 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 40 days or less, unless an approved annual leave plan is in place.</p>  |
| N/A | <p>(g) The parties acknowledge that the purpose of the flexible working hours arrangement is to provide employees with the opportunity of meeting their family and personal needs. The parties accept that the flexible working hours arrangement is not intended to unreasonably compromise the business and operational needs of the business. The parties agree that the following principles are fundamental to the success of the flexible working hours arrangement:</p> <p>(i) there is mutual accountability for individual and team safety, service levels and contribution;</p> <p>(ii) there is pro-active communication between the individual, team and leader; and</p> <p>(iii) the 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.</p> |
| N/A | <p>(h) Review and disputes</p>  |



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|  | <ul style="list-style-type: none"> <li>(i) A regular review of the flexible working hours arrangement will be undertaken by the Peak Consultative Group, specifically those requests that are declined. The Peak Consultative Group will also review particular issues that arise.</li> <li>(ii) Employees and managers are encouraged to meet and discuss flexible working hours on a regular basis to ensure the reasonable needs of the employees and WaterNSW are being met.</li> <li>(iii) Relevant WaterNSW policy may be varied through consultation where a need arises.</li> <li>(iv) Clause 2.4 - Dispute Resolution of this Agreement may be used to resolve disputes arising under this clause.</li> </ul> |
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| WaterNSW EA 2018   | WaterNSW EA 2021  |
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| <p><b>4.5 Call out</b></p> <p>(a) An employee called out and recalled to work on one or more occasions and the recall falls:</p> <ul style="list-style-type: none"> <li>(i) between 2 periods of ordinary hours; or</li> <li>(ii) on a Saturday, Sunday or Public Holiday.</li> </ul> <p>Will be paid overtime as outlined in this clause.</p> | <p><b>4.5 Recall to work</b></p> <p>(a) An employee (whether on-call or not) may be recalled to work. An employee who is recalled to work between 2 periods of ordinary hours will be paid from the time the employee receives notification of the recall (includes all travel time), at overtime rates (in accordance with clause 4.6 - Overtime), for a period of:</p> <ul style="list-style-type: none"> <li>(i) one hour for the first and subsequent recalls, where there is no overlap between each recall period, and an employee can resolve a work problem without travelling to the place of work; or</li> <li>(ii) three hours for the first recall where an employee travels to a worksite to resolve a work problem; or</li> <li>(iii) thereafter, time worked to the nearest 15 minutes.</li> </ul> |
| <p>(b) A call out includes additional work arising during the call out.</p>  | <p>(b) This clause does not apply where the employee is already at work.</p>  |
| <p>(c) A call out is paid at the appropriate overtime rates for:</p> <ul style="list-style-type: none"> <li>(v) a minimum of 3 hours for the first call out where there is no overlap with the usual start time</li> <li>(vi) time actually worked to the nearest 15 minutes in all other instances.</li> </ul>                                | <p>(c) An employee who is not on-call may refuse an unreasonable recall to work. What is reasonable or unreasonable is decided by a proper consideration of:</p> <ul style="list-style-type: none"> <li>(i) any risk to the employee's health and safety;</li> <li>(ii) the family and/or carer responsibilities of the employee;</li> <li>(iii) any other personal circumstance(s) of the employee;</li> </ul>   |

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|  | <ul style="list-style-type: none"><li>(iv) the needs of WaterNSW;</li><li>(v) the amount of overtime, including weekend work done; and</li><li>(vi) any other relevant matter.</li></ul> |
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| WaterNSW EA 2018 | WaterNSW EA 2021   |
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| N/A              | <p><b>4.7 Incident roster arrangements</b></p> <p>(a) This clause will only apply to an incident as defined in this clause.</p>  |
| N/A              | <p>(b) The operation of this is a trial during the life of this Agreement and the clause will cease operating on 30 June 2022. A working group of the parties will be established to monitor the operation of the clause including:</p> <ul style="list-style-type: none"> <li>(i) analysing the costs of implementing the clause compared to the costs of applying clause 4.6 – Overtime;</li> <li>(ii) analysing the impact of income of employees compared to applying clause 4.6 – Overtime;</li> <li>(iii) identifying cost savings elsewhere within the affected business areas;</li> <li>(iv) evaluating the benefits of incentives contained within the clause for employees to make themselves available for incident management;</li> <li>(v) any other considerations; and</li> <li>(vi) the working group is to provide a report to WaterNSW, the Peak Consultative Group and employees by 30 April 2022.</li> </ul> |

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| N/A | <p>(c) For the purpose of this clause:</p> <ul style="list-style-type: none"> <li>(i) an incident means an event which requires WaterNSW to engage employees outside the ordinary hours of work on a temporary basis for 7 days per week and/or 24 hours per day;</li> <li>(ii) events giving rise to an incident may include floods, bushfires or issues negatively affecting water supply or quality;</li> <li>(iii) a roster is an arrangement of start times, finish times, working hours and days required to respond to an incident;</li> <li>(iv) WaterNSW will notify affected employees of the dates for starting and ending an incident as defined in this clause;</li> <li>(v) WaterNSW will give employees a minimum of 24 hours' notice to end an incident roster, otherwise, the shift penalties that would have been paid will be paid in lieu; and</li> <li>(vi) WaterNSW means the Level 3 leader responsible for team/s engaged in an incident.</li> </ul> |
| N/A | <p>(d) A day shift is a shift starting between 6.00 am and 9.00 am on any day.</p> <ul style="list-style-type: none"> <li>(i) The following penalty rates apply to day shift: <ul style="list-style-type: none"> <li>(A) Monday to Friday <b>130%</b> for all hours worked;</li> </ul> </li> </ul>   |

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|     | <p>(B) Saturday and Sunday <b>200%</b> for all hours worked; and</p> <p>(C) Public holiday <b>250%</b> for all hours worked.</p>   |
| N/A | <p>(e) A night shift is a shift starting between 6.00 pm and 9.00 pm on any day.</p> <p>(i) The following penalty rates apply to night shift:</p> <p>(A) Monday to Friday <b>200%</b> for all hours worked;</p> <p>(B) Saturday and Sunday <b>225%</b> for all hours worked; and</p> <p>(C) Public holiday <b>275%</b> for all hours worked.</p>   |
| N/A | <p>(f) Incident rosters will include adequate rest breaks in accordance with the following:</p> <p>(i) after each 5 consecutive shifts worked on a 12 hour shift, employees must have 2 unpaid rest days;</p> <p>(ii) incident rosters will include 2 unpaid rest days between the last on duty shift and the return to ordinary hours of work;</p> <p>(iii) a 3-1-3 incident roster will include a paid 8 hour rest day after each 3 shifts worked;</p> <p>(iv) employees must have a 10 hour rest break between shifts or before returning to normal hours without loss of pay if the break falls on a weekday that is not a day off. 10 hours excludes overtime continuous with a shift and all time spent on any</p> |

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|     | <p>travel between the site and home or the accommodation provided by WaterNSW;</p> <ul style="list-style-type: none"> <li>(v) where an employee is required to return to duty without having the rest breaks described in this clause, they will be paid a <b>50%</b> loading on top of the ordinary time or shift rate until the rest break is given;</li> <li>(vi) additional paid 8 hour rest days may be provided where required to manage fatigue;</li> <li>(vii) paid rest days included in a shift roster will not count towards time worked for ordinary hours or overtime;</li> <li>(viii) an employee cannot: <ul style="list-style-type: none"> <li>(A) be rostered on night shift on any day when normal hours have been worked on the day when the night shift commences; and</li> <li>(B) return to normal hours on the same day on which a night shift finishes.</li> </ul> </li> </ul> |
| N/A | <ul style="list-style-type: none"> <li>(g) An employee engaged on an incident roster required by WaterNSW to work overtime in addition to a shift will be paid an additional <b>50%</b> loading on top of the shift loading.</li> </ul>  |
|     | <ul style="list-style-type: none"> <li>(h) WaterNSW may, subject to clause 2.1 - Consultation about workplace change, add, change or delete incident rosters to meet incident requirements. Three types of incident rosters are described in Schedule 6.</li> </ul>  |

| WaterNSW EA 2018  | WaterNSW EA 2021   |
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| <p><b>5.1 Annual leave</b></p> <p>(a) Annual leave entitlement:</p> <p>(i) employees accrue annual leave at the rate of 4 weeks per year of service</p> | <p><b>5.1 Annual leave</b></p> <p>(a) Annual leave entitlement:</p> <p>(i) employees accrue annual leave at the rate of 4 weeks per year of service; and</p> <p>(ii) employees who have 4 weeks or less annual leave balance as of 30 June 2022 (excluding any purchased leave), and who have taken at least 2 weeks annual leave (that can be taken as non-consecutive days) during the previous year (between 1 July 2021 to 30 June 2022) will be entitled to one additional day of annual leave. This will be credited to their annual leave balance.</p>  |
| <p>N/A</p>  | <p>(i) Shutdown for 2021</p> <p>(i) This section has been inserted in response to COVID-19 and is for the WaterNSW Enterprise Agreement 2021 only.</p> <p>(ii) In this section, priority approval of annual leave means that the leave request will be approved unless approving the leave would significantly impact operational requirements.</p> <p>(iii) WaterNSW may shutdown operations for 2 calendar weeks at the end of the year, from Friday 24 December 2021 until Monday 10 January 2022, and require all but essential employees to take annual leave and public holidays at this time.</p> |



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|  | <ul style="list-style-type: none"> <li>(iv) The Level 3 leader will determine the work that is deemed essential during this period.</li> <li>(v) The decisions about who is to remain at work will be made following discussions with employees at a local level, taking into account: <ul style="list-style-type: none"> <li>(A) skills required;</li> <li>(B) employee desire to take leave; and</li> <li>(C) the need to address high individual leave balances.</li> </ul> </li> <li>(vi) Employees who are deemed essential and who work over this period will be given priority for approval of their annual leave at another time.</li> <li>(vii) WaterNSW will notify employees in writing a minimum of 4 weeks in advance that a shutdown will take effect and the dates of the shutdown.</li> <li>(viii) For employees with less than 6 days annual leave as at the date of shut down, and who are not deemed essential and will not be working, the following options are available: <ul style="list-style-type: none"> <li>(A) taking accrued flex leave;</li> <li>(B) applying for and taking annual leave in advance;</li> <li>(C) purchasing annual leave; and</li> <li>(D) taking leave without pay.</li> </ul> </li> </ul> |
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| WaterNSW EA 2018   | WaterNSW EA 2021   |
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| <p><b>5.10 Parental, primary carer and adoption leave</b></p> <p>(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:</p> <p>(i) The leave is associated with:</p> <p>(A) the birth of a child of the employee or the employees spouse or de facto partner;</p> <p>(B) the placement of a child for adoption with the employee;</p> <p>(C) to support the surrogate birth of their child; and</p> <p>(D) the employee has or will have responsibility for the care of the child.</p> | <p><b>5.10 Parental leave</b></p> <p>(a) In this clause, the definition of 'spouse' includes a de facto spouse, former spouse, or former de facto spouse. The employee's de facto spouse means a person who is the employee's husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the employee.</p> |
| <p>(a) During this period an employee may elect:</p> <p>(i) to take either 14 weeks' primary carer leave on full pay or 28 weeks' primary carer leave on half pay;</p> <p>(ii) to take either one week partner leave on full pay or two weeks' partner leave on half pay; or</p>   | <p>(b) In this clause, the definition of 'primary responsibility' means the person who meets the child's physical needs more than anyone else, including feeding, dressing, bathing and otherwise supervising the child.</p>   |

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| <p>(iii) to take either 14 weeks' adoption leave on full pay or 28 weeks' adoption leave on half pay.</p>   |   |
| <p>(b) 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.</p>   | <p>(c) In this clause, any entitlement to payment related to parental leave may be taken at either full pay or half pay.</p>  |
| <p>(c) To assist the employee in reconciling work and parental responsibilities, an employee entitled to parental leave may make a request (in writing):</p> <ul style="list-style-type: none"> <li>(i) for an extension of the period of simultaneous unpaid parental leave up to a maximum available parental leave period;</li> <li>(ii) for an extension of the period of unpaid parental leave for a further continuous period of leave not exceeding 52 weeks; or</li> <li>(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.</li> </ul> | <p>(d) Paid and unpaid parental leave for the 'parent with primary responsibility' for care of a child at the time of birth, adoption or surrogacy will be provided as follows:</p> <ul style="list-style-type: none"> <li>(i) After 40 weeks continuous service with WaterNSW, employees will have access to up to 52 weeks' unpaid parental leave and be entitled to up to 14 weeks paid parental leave as part of this leave period, if the leave is associated with: <ul style="list-style-type: none"> <li>(A) the birth of a child (or children from a multiple birth) of the employee, the employee's spouse or the employee's legal surrogate, or the adoption of a child (or children) by the employee or the employee's spouse; and</li> <li>(B) the employee has or will have primary responsibility for the care of the child at the time of the birth, adoption or surrogacy.</li> </ul> </li> <li>(ii) Paid parental leave must be taken within the first 12 months from the date of birth, adoption or surrogacy. For birth related leave, paid parental leave may commence prior to the time of the birth.</li> </ul> |

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| <p>(d) 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.</p> | <p>(e) Paid parental leave for the 'other parent' will be provided as follows:</p> <p>(i) An employee who has, or will have, completed not less than 40 weeks continuous service (at the time of birth, adoption or surrogacy) and who will not have primary responsibility for the care of their child at the time of birth, adoption or surrogacy is entitled to, within the first 12 months from the date of birth, adoption or surrogacy:</p> <p>(A) up to 2 weeks paid parental leave at the time of the birth, adoption or surrogacy; and</p> <p>(B) up to 12 additional weeks paid parental leave, subject to the conditions in subclause 5.10(f).</p>             |
| <p>(e) Paid leave granted under this clause is counted as service for the purposes of this Agreement.</p>  | <p>(f) Additional paid parental leave for the 'other parent' will be provided as follows:</p> <p>(i) An employee who will not have primary responsibility for their child at the time of birth, adoption or surrogacy is entitled to up to an additional 12 weeks paid leave within the first 12 months from the date of birth, adoption or surrogacy as long as:</p> <p>(A) the employee assumes primary responsibility for the care of the child during the 12 week period; and</p> <p>(B) the employee's spouse is not concurrently (apart from the leave that is available to be taken under subclause 5.10(i)) taking primary responsibility for the care of the</p> |

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|     | <p>child, including receiving paid parental leave or a similar entitlement from their employer.</p> <ul style="list-style-type: none"> <li>(ii) To access additional paid parental leave, the employee must have been eligible for the leave at the time of birth, adoption or surrogacy, irrespective of when the employee elects to take the paid leave under this clause.</li> <li>(iii) Additional paid parental leave will commence on the date the employee takes primary responsibility for the care of the child.</li> </ul>  |
| N/A | <ul style="list-style-type: none"> <li>(g) Notice requirements           <ul style="list-style-type: none"> <li>(i) To access paid parental leave, the employee must provide notice stating:               <ul style="list-style-type: none"> <li>(A) the period of leave being sought, including anticipated date of return to duty; and</li> <li>(B) that the employee will have primary responsibility for the care of the child for the period during which they are seeking the paid parental leave.</li> </ul> </li> <li>(ii) To access the paid parental leave under subclause 5.13(c) additional paid parental leave for other parent, the employee may be required to provide a statutory declaration or other notification stating:               <ul style="list-style-type: none"> <li>(A) whether the employee's spouse is employed (and if so, their employment status throughout the period of leave e.g. full-time, part-time or other and the entity to which</li> </ul> </li> </ul> </li> </ul> |

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|     | <p>they are employed), or studying (e.g. full-time or part-time basis); and</p> <p>(B) the details of all types of leave (paid or unpaid) to be taken or proposed to be taken or applied for by the employee's spouse.</p> <p>(iii) Employees must notify WaterNSW as soon as possible of any changes to their circumstances that will or is likely to affect their eligibility for paid parental leave prior, or throughout the payment period.</p>  |
| N/A | <p>(h) To access paid parental leave, the employee must provide evidence of the birth, adoption or surrogacy:</p> <p>(i) for birth-related leave, a medical certificate or birth certificate showing the expected or birth date of the child;</p> <p>(ii) for adoption-related leave, an integrated birth certificate, or certificate of adoption; or</p> <p>(iii) for surrogacy-related leave, evidence as provided in <i>Determination 2018-01 Leave for Employees engaged in Altruistic Surrogacy and Permanent Out of home Care Arrangements</i>.</p> |
| N/A | <p>(i) To access paid parental leave under subclause 5.10(f), additional paid parental leave for the 'other' parent, the employee may be required to provide evidence that would satisfy WaterNSW:</p>  |

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|     | <p>(i) of the employment or education status of the employee's spouse and the length of parental leave taken or proposed to be taken by them; and</p> <p>(ii) of the employee's spousal status (including a marriage certificate or statutory declaration).</p>  |
| N/A | (j) With the exception of 2 weeks paid 'other parent' leave that employees may take concurrently with each other, paid parental leave is only available to the employee who has primary responsibility for the child during the period of leave sought. Concurrent leave must be taken in one block and must commence at the time of the birth, adoption or surrogacy.   |
| N/A | (k) While an employee's eligibility for paid parental leave is determined at the time of birth, adoption or surrogacy, the employee and WaterNSW may agree to permit the employee to use the paid parental leave entitlements in a flexible manner, at any time during the first 12 months from the date of birth, adoption or surrogacy.  |
| N/A | (l) An employee may request to use their paid parental leave entitlement in a manner other than a single continuous period. WaterNSW will consider operational requirements and the employee's personal and family circumstances in considering requests for paid parental leave in more than one continuous period and may refuse the request only on reasonable business grounds, including cost and impact on service delivery. A response to this request will be provided within 21 days. |
| N/A | (m) Where WaterNSW agrees to paid parental leave in a manner other than a single continuous period, the period of leave must not exceed beyond the first 12 months from the date of birth, adoption or surrogacy and will not be   |

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|     | extended by any periods of public holidays that fall within the paid parental leave period.  |
| N/A | (n) 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.   |
| N/A | (o) To assist the employee in reconciling work and parental responsibilities, an employee entitled to parental leave may make a request (in writing): <ul style="list-style-type: none"> <li>(i) for an extension of the period of simultaneous unpaid parental leave up to a maximum available parental leave period;</li> <li>(ii) for an extension of the period of unpaid parental leave for a further continuous period of leave not exceeding 52 weeks; or</li> <li>(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 7 weeks prior to the date the employee is due to return to work from parental leave.</li> </ul> |
| N/A | (p) 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. WaterNSW 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.   |



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| N/A | (q) Paid leave granted under this clause is counted as service for the purposes of this Agreement. |
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| WaterNSW EA 2018  | WaterNSW EA 2021   |
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| <p><b>5.12 Illness and miscarriage</b></p> <p>(a) An employee is entitled to unpaid special parental leave for a period specified on a medical certificate where:</p> <ul style="list-style-type: none"> <li>(i) the employee has had a pregnancy related illness;</li> <li>(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;</li> <li>(iii) the employee's pregnancy ends due to their child being stillborn, or if their child dies after birth.</li> </ul> | <p><b>5.12 Paid leave in the event of a miscarriage or preterm birth</b></p> <p>(a) For the purpose of this clause, eligible employees are those who have or would have, if not for the preterm birth, completed 40 weeks continuous service at the expected due date.</p>                     |
| <p>(b) Where an employee:</p> <ul style="list-style-type: none"> <li>(i) has been pregnant; and</li> <li>(ii) the pregnancy ends within nine weeks of the employees due date, otherwise than by the birth of a living child or if their child dies after birth during paid parental leave; and</li> <li>(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</li> </ul>   | <p>(b) Where an employee or the spouse of an employee miscarries up to 20 weeks gestation, the employee is entitled to one week paid special miscarriage leave on each occasion. Such leave will commence from the date the miscarriage occurs and is to be taken in one continuous block.</p> |

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| <p>entitlement to the paid portion of their parental leave.</p>   |  |
| <p>(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.</p> | <p>(c) Where an employee or the spouse of an employee miscarries after 20 weeks gestation, paid leave commencing from the date of the miscarriage is available and is to be taken in one continuous block:</p> <ul style="list-style-type: none"> <li>(i) of up to 14 weeks paid special miscarriage leave for the parent who would have had primary responsibility; or</li> <li>(ii) of up to 2 weeks paid special miscarriage leave for the employee who would have been the 'other parent'.</li> </ul>  |
| <p>N/A</p>  | <p>(d) Where an employee or the spouse of an employee gives birth to a pre-term child (prior to 37 weeks), the parent with the primary caring responsibility is entitled to paid special pre-term parental leave from the date of birth of the child (or children from a multiple birth) up to the end of 36 weeks, and then:</p> <ul style="list-style-type: none"> <li>(i) the parent with primary responsibility, immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, paid parental leave of up to 14 weeks in accordance with 5.13 – Parental leave will apply;</li> <li>(ii) the parent who will not have primary responsibility for their child at the time of birth ('other parent') is entitled as outlined in 5.13 – Parental leave:</li> </ul> |

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|     | <p>(A) up to 2 weeks paid parental leave to be taken at the time of the birth of the child; and</p> <p>(B) up to 12 weeks additional paid parental leave within the first 12 months from the date of birth provided that the employee assumes primary responsibility for the care of the child during the 12 week period.</p> |
| N/A | (e) Leave as defined above will commence from the date the pre-term birth occurs and must be taken in one continuous block of leave at full pay up to the end of 36 weeks.  |
| N/A | (f) In the event of a death of a pre-term child (or children) during a period of paid special pre-term parental leave, the remaining portion of that leave ceases and paid parental leave of up to 14 weeks will commence.  |
| N/A | <p>(g) When accessing paid special miscarriage leave, the employee must provide notice as soon as reasonably practicable stating:</p> <p>(i) the period of leave being sought; and</p> <p>(ii) the anticipated date of return to duty.</p>  |
| N/A | <p>(h) When accessing paid special pre-term parental leave in the event of a pre-term birth, the employee must provide notice as soon as reasonably practicable stating:</p> <p>(i) the period of paid special pre-term parental leave being sought up to the end of 36 weeks; and</p>  |

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|     | <ul style="list-style-type: none"> <li>(ii) the details of all other types of leave (paid or unpaid) to be taken or proposed to be taken or applied for by the employee following the period of paid special pre-term parental leave including parental leave.</li> </ul>  |
| N/A | <ul style="list-style-type: none"> <li>(i) To access paid special miscarriage leave, WaterNSW may require evidence such as: <ul style="list-style-type: none"> <li>(i) a medical certificate; or</li> <li>(ii) early loss certificate issued by NSW Registry of Births, Deaths &amp; Marriages.</li> </ul> </li> </ul>   |
| N/A | <ul style="list-style-type: none"> <li>(j) To access paid special pre-term parental leave in the event of a pre-term birth, the employee may be required to provide evidence such as: <ul style="list-style-type: none"> <li>(i) a medical certificate showing the expected due date;</li> <li>(ii) a statutory declaration or medical certificate confirming primary caring responsibility;</li> <li>(iii) a medical certificate showing the actual date of birth of the child; or</li> <li>(iv) a birth certificate showing the date of birth of the child.</li> </ul> </li> </ul> |
| N/A | <ul style="list-style-type: none"> <li>(k) 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 WaterNSW.</li> </ul>   |

| WaterNSW EA 2018  | WaterNSW EA 2021  |
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| <p><b>5.17 Special leave and support – domestic and family violence</b></p> <p>(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.</p> | <p><b>5.17 Special leave and support – domestic and family violence</b></p> <p>(f) WaterNSW, where appropriate, may facilitate flexible working arrangements subject to operational requirements and in accordance with the NES. This includes changes to leave requirements, working times and changes to an employee's work location, telephone number and email address. Ensuring safety and wellbeing in accordance with clause 2.5 – Health and Wellbeing.</p> |
| <p>N/A</p>  | <p>(g) WaterNSW will support employees with access to specialised counselling where appropriate. Further information is contained in the <i>WaterNSW Domestic &amp; Family Violence Support Guidelines</i>.</p>   |

| WaterNSW EA 2018   | WaterNSW EA 2021  |
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| <p><b>6.16 On call/standby allowance</b></p> <p>(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.</p> | <p><b>6.16 On-call</b></p> <p>(a) Where an employee is reasonably required in accordance with sub-clause (d), by WaterNSW to be on-call for a possible recall to work will be paid the on-call allowance set out item 7 Schedule 3 – Allowances for the time spent on-call.</p>   |
| <p>(b) Where WaterNSW recalls an employee who is on-call, the overtime provisions of this Agreement will apply to the time worked.</p>   | <p>(b) An employee on-call must be able to be contacted and respond to a request to attend work.</p>  |
| <p>(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.</p>        | <p>(c) Where practicable, an employee who is on-call will be provided with a WaterNSW vehicle to travel between the employee's residence and place of work when responding to a recall. The employee may use the vehicle for limited private use with the prior approval of their supervisor.</p>   |
| <p>(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.</p>                                 | <p>(d) An employee may refuse to be on-call where to do so would be unreasonable. What is reasonable or unreasonable is decided by a proper consideration of:</p> <ul style="list-style-type: none"> <li>(i) any risk to the employee's health and safety;</li> <li>(ii) the family and/or carer responsibilities of the employee;</li> </ul> |

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|  | <ul style="list-style-type: none"><li>(iii) any other personal circumstance(s) of the employee;</li><li>(iv) the needs of WaterNSW;</li><li>(v) the amount of overtime, including weekend work done;</li><li>(vi) the period of notice (if any) WaterNSW gives of the on-call requirement and the employee gives of an intention to refuse it; and</li><li>(vii) any other relevant matter.</li></ul> |
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| WaterNSW EA 2018   | WaterNSW EA 2021  |
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| <p><b>6.2 Pay – performance and eligibility for progress pay and bonus</b></p> | <p><b>6.2 Pay – performance and eligibility for progress pay and bonus</b></p> <p>(c) The parties agree that during the life of this Agreement the Peak Consultative Group will oversee a review of the remuneration structure for employees of WaterNSW covered by this Agreement to reward employees for the value of work and promote career progression.</p> <p>In particular the joint working group will:</p> <ul style="list-style-type: none"> <li>(i) Review Schedule 1 - Base rates of pay for a 36 hour week and Schedule 2 – Pay Matrices</li> <li>(ii) Review Schedule 4 - Bonus Payment Matrices</li> </ul> |

| WaterNSW EA 2018 | WaterNSW EA 2021   |
|------------------|--|
| N/A              | <p><b>7.1 Health and Wellbeing - Commitment</b></p> <p>WaterNSW is committed to continually improving its policies, strategies, and initiatives for enabling employee's physical, psycho-social, and mental safety and wellbeing while they are at work. This includes strategies and initiatives that promote the participation and contribution of all employee's improvement to safety and wellbeing, and the prevention and elimination of harmful practices related to inclusion, diversity, safety, discrimination, bullying and harassment, including sexual harassment. WaterNSW will enliven this commitment by:</p> <p>(a) meeting the objectives and requirements of relevant Acts, regulations and codes of practice, as a minimum standard;</p> |
| N/A              | <p>(b) consulting and collaborating with employees, unions and employee representatives in accordance with Part B – Consultation, workplace change and dispute resolution, and work health and safety consultative practices such as committees, work groups, and health and safety representatives;</p>   |
| N/A              | <p>(c) providing confidential and safe avenues for employees to report their concerns and needs, including trained and nominated reporting officers and external services, where appropriate;</p>  |
| N/A              | <p>(d) dealing with matters sensitively, efficiently, fairly and confidentially;</p>   |
| N/A              | <p>(e) developing a socially responsible, inclusive, collaborative and supportive leadership culture;</p>  |

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| N/A | <p>(f) providing employee support including:</p> <ul style="list-style-type: none"> <li>(i) leave in accordance with clause 5.17 – Special leave and support – domestic and family violence and 5.18 – Special Leave – other, of this agreement;</li> <li>(ii) personal support and counselling via WaterNSW Employee Assistance Program and other specialised counselling services, where appropriate; and</li> <li>(iii) safe and healthy return to work of ill or injured employees.</li> </ul> |
| N/A | <p>(g) promoting awareness, understanding and commitment to policies, strategies and initiatives that focus on prevention;</p>   |
|     | <p>(h) systems for the identification, elimination or control of workplace hazards and the prevention of harm, injury or illness; and</p>  |
|     | <p>(i) providing employees with relevant skills and knowledge through training, leadership practice and supervision.</p>   |

| WaterNSW EA 2018 | WaterNSW EA 2021   |
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| N/A              | <p><b>8.1 Continuous development at WaterNSW</b></p> <p>(a) The parties agree that the contribution of all employees to the organisational capability of WaterNSW is facilitated by continuous development, registration (where available, such as in the case of professional engineers) and membership of professional and other occupational associations.</p>  |
|                  | <p>(b) WaterNSW will support employees to obtain relevant professional registration and undertake continuous professional development education and training in accordance with the WaterNSW Professional Capability and Development Procedure. This support includes:</p> <ul style="list-style-type: none"> <li>(i) reimbursement of professional registration fees;</li> <li>(ii) provision of internal training and education to be undertaken in paid time;</li> <li>(iii) payment or reimbursement of course and conference fees;</li> <li>(iv) provision of paid leave to attend training and education courses, and conferences; and</li> <li>(v) payment or reimbursement of membership for professional associations.</li> </ul> |
|                  | <p>(c) Requests made under the WaterNSW Professional Capability and Development Procedure will not be unreasonably refused.</p>  |

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|  | <p>(d) During the life of this Agreement, WaterNSW and Professional Australia will work together to enhance the Professional Capability and Development Procedure or develop new guidelines.</p> |
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## Schedules 1-3

### Schedule 1

| WaterNSW EA 2018   | WaterNSW EA 2021 |
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| Please see the table under "Schedule 1" for a full list of base rates pay. |                  |

### Schedule 2 – Pay Matrices

| WaterNSW EA 2018   | WaterNSW EA 2021 |
|--|------------------|
| Please see the table under "Schedule 2" for a full list of pay matrices. |                  |

### Schedule 3 – Allowances

| WaterNSW EA 2018   | WaterNSW EA 2021 |
|--|------------------|
| Please see the table under "Schedule 3" for a full list of allowances. |                  |

### Schedule 6 – Incident rosters

| WaterNSW EA 2018 | WaterNSW EA 2021  |
|------------------|---|
| N/A              | <p><b>Three-One-Three – 7-day incident roster</b></p> <p>(a) The 3-1-3 7-day incident roster will comprise:</p> |

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|  | <ul style="list-style-type: none"> <li>(i) Three consecutive shifts (maximum of 12 hours per shift);</li> <li>(ii) One day (24 hours) paid rest day; the employee will be paid a normal day's pay at single rates regardless of day of week on which the rest day falls;</li> <li>(iii) Three consecutive shifts (maximum of 12 hours per shift); and</li> <li>(iv) Two unpaid rest days.</li> </ul> <p><b>Five-Two – 7-day incident roster</b></p> <ul style="list-style-type: none"> <li>(a) The 5-2 7-day incident roster will comprise: <ul style="list-style-type: none"> <li>(i) Five consecutive shifts (maximum of 12 hours per shift); and</li> <li>(ii) Two unpaid rest days.</li> </ul> </li> </ul> <p><b>Four-Two – 7-day incident roster</b></p> <ul style="list-style-type: none"> <li>(a) The 4-2 7-day incident roster will comprise: <ul style="list-style-type: none"> <li>(i) Four consecutive shifts (maximum of 12 hours per shift); and</li> <li>(ii) Two unpaid rest days.</li> </ul> </li> </ul> |
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