

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/228

TITLE: Hunter Water Corporation (Operations) Agreement 1999

I.R.C. NO: 99/4484

DATE APPROVED/COMMENCEMENT: 3 September 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA97/93**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 29

COVERAGE/DESCRIPTION OF

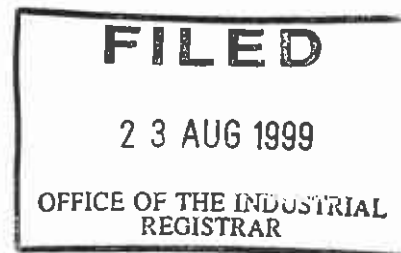
EMPLOYEES: Applies all employees classified as Operations Employee and Operation Support Officers by Hunter Water Corporation working out from 426 to 432 King Street, Newcastle West

PARTIES: Hunter Water Corporation -&- Hunter Water Corporation Employees' Association

ENTERPRISE AGREEMENT

**HUNTER WATER CORPORATION
(OPERATIONS) AGREEMENT 1999**

between



HUNTER WATER CORPORATION

and

**HUNTER WATER CORPORATION
EMPLOYEES ASSOCIATION**



ENTERPRISE AGREEMENT

ARRANGEMENT

• PART 1 - GENERAL

<u>Clause No</u>	<u>Subject</u>
1.1	Parties To The Agreement
1.2	Enterprise
1.3	Occupations
1.4	Grievance Procedure - Individual Employees
1.5	Disputes Procedure
1.6	Scope Of Agreement
1.7	Term Of Agreement

• PART 2 - OPERATIONS EMPLOYEES (OE's)

2.1	Occupations
2.2	Annualised Wage Rate (AWR)
2.3	Excess Hours Bank (EHB)
2.4	Operations
	- Hours of Work
	- Relief
	- Secondment
	- Transfers
	- Roster Operation
	- General

PART 2 - Schedule "A"

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

• PART 3 - OPERATIONS WAREHOUSE EMPLOYEES (OWE)

3.1	Occupations
3.2	Annualised Wage Rate (AWR)
3.3	Operations
	- Hours of Work
	- Relief
	- General

Registered
Enterprise Agreement
Industrial Registrar

PART 3 - Schedule "A"

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

- **PART 4 - WASTEWATER TREATMENT OPERATIONS EMPLOYEES (WWTOE)**

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

Part 4 - Schedule A

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

**Registered
Enterprise Agreement
Industrial Registrar**

PART 1 - GENERAL

Registered
Enterprise Agreement

Industrial Registrar

1.1 PARTIES TO THE AGREEMENT

This Agreement is made pursuant to Part 2 of Chapter 2 of the Industrial Relations Act 1996 between the Hunter Water Corporation (an Enterprise employer), and the Hunter Water Corporation Employees' Association (an Industrial organisation of employees).

1.2 ENTERPRISE

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

1.3 OCCUPATIONS

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

1.4 GRIEVANCE PROCEDURE - INDIVIDUAL EMPLOYEES

- (i) An employee who has a grievance must notify the Corporation, in writing if requested, as to the substance of the grievance, request a meeting with the Corporation for bilateral discussions and state the remedy sought.
- (ii) In the first instance, the employee must raise a grievance with the employee's immediate supervisor and if the matter is not settled at that level the grievance must be further discussed and resolution attempted at increasingly higher levels in the Corporation with final resolution being attempted between the Manager Employee Services, the manager concerned and the employee.
- (iii) Reasonable time will be allowed for discussion at each level of authority.
- (iv) At the conclusion of the discussion, if the matter has not been resolved, the Corporation shall provide a response to the employee's grievance including reasons for not implementing the employee's proposed remedy.
- (v) While this procedure is being followed normal work must continue.
- (iv) The employee may be represented by an accredited representative of the Association.

1.5 DISPUTES PROCEDURE

- (i) If a question, dispute or difficulty arises between a group of employees and the Corporation the matter must first be raised with the immediate supervisor of the employees concerned in the dispute and if the matter is not resolved at that level the matter shall continue to be discussed between the employees and the next level of management in an endeavour to resolve the matter.

- (ii) The Corporation may require the issues in dispute be advised in writing before discussion takes place on the matter.
- (iii) A reasonable period of time shall be allowed for discussion to take place in an attempt to resolve the dispute at each level of authority.
- (iv) If the matter is not resolved between representatives of the Corporation and the employees the matter may be notified to the Industrial Relations Commission for resolution in accordance with the Act.
- (v) Whilst this procedure is being followed normal work must continue.
- (vi) The employee may be represented by an accredited representative of the Association.

1.6 SCOPE OF AGREEMENT

This agreement shall be read in conjunction with the Hunter Water Corporation Employees (State) Award 1999, provided that where any inconsistency occurs, this agreement shall prevail to the extent of that inconsistency.

This agreement rescinds and replaces the Hunter Water Corporation (Operations Employees) Annualised Wage Agreement 1997 (EA 97/93).

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

1.7 TERM OF AGREEMENT

This Agreement shall operate from the date of approval by the Industrial Relations Commission for a period of twelve (12) months.



PART 2 - OPERATIONS EMPLOYEES (OEs)



2.1 OCCUPATIONS

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

2.2 ANNUALISED WAGE RATE (AWR)

- (i) Operations employees shall, subject to this agreement, be paid on a weekly basis, an annualised wage rate (AWR) as prescribed for their classification in Schedule "A" .
- (ii) There will be a single Annualised Wage Rate for each classification level except in Port Stephens for Level 2 classifications.
- (iii) The AWR includes Award/Agreement wage rates and all allowances, standby payments and shift allowances, leave loading, non-taxable benefits (licence refund and telephone allowances) and excess hours payments (to the limit prescribed in Schedule "A" as an excess hours bank).
- (iv) The AWR will be used to calculate weekly pay, and approved leave including sick leave to the extent of 10 days per annum, (i.e. 10 days for the 12 months commencing from the date that sick leave becomes due each year) public holidays, family leave, compassionate, special, termination and super-annuation entitlements.

2.3 EXCESS HOURS BANK (EHB)

- (i) Each employee on the annualised wage rate will have an excess hours bank (EHB).
- (ii) The EHB will be determined by the employee's classification and is listed in Schedule "A".
- (iii) When operations employees are rostered for stand-by and required to work in excess of ordinary hours, they will not be paid for such excess hours worked. These employees will have the actual excess time worked credited against their EHB.
- (iv) When operations employees are rostered for stand-by and are called out to work they will not receive additional payment for time worked on the call out. These employees will have the actual time worked credited against their EHB.
- (v) All operations employees will have an allowance for stand-by credited against their EHB. The stand-by allowance to be credited will be at the following rate:-
 - for each week day required to stand-by 1 hour
 - for each Saturday, Sunday or public holiday required to stand-by 8 hours
- (vi) When the credits of excess hours against the individuals EHB exceeds that allocated bank of excess hours, payment will be made at the single time annualised hourly rate specified in Schedule A for the remainder of the 12

month period. At the end of the 12 month period each employees accumulated credits (against their allocated bank of excess hours) will be reset for the start of the new period.

- (vii) Maintenance employees not on standby who are called out between 6pm and 6am on weekdays and anytime on Saturday, Sunday & Public Holidays will be paid for the actual time worked calculated on the base hourly rates as detailed in Schedule A attached (paid at time & a half, double time or 2.5 times as applicable) with the exception of :-
- a) No 4 hour minimum callout, and
 - b) No other allowances. These have been factored into the AWR. and such time will not be credited to their EHB.
- (viii) Any pre-planned work undertaken outside normal working hours will be paid at single annualised wage rate for the actual hours worked and such time will not be credited to their EHB.

Pre-planned work covers the following:-

- . Construction works
- . Cleaning of watermains/sewer mains/reservoirs
- . Major sewer repairs or replacement jobs after appropriate steps are taken to eliminate the emergency.

**Registered
Enterprise Agreement**

Industrial Registrar

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

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

- (ix) Maintenance employees not on standby roster who are called out between 6am and 6pm on normal work days will not receive additional payment but will have the time worked outside normal working hours credited to their EHB.
- (x) Except when required to carry out pre-planned work as defined, maintenance employees not on standby roster who have commenced a job during normal working hours and finished outside normal working hours will not receive additional payment but will have the time worked credited to their EHB.
- (ix) Excess hours worked for the week and a cumulative balance of each employee's EHB will be shown on the employee's pay docket for employees to monitor their accumulation of excess hours.

2.4 OPERATIONS

(I) Hours of Work

- (a) All employees may be required to participate in a standby roster except :-
- New trainees after the date of implementation of the Annual Wage
 - Employees currently on light duties
 - Operations Support Employees

- (b) Any alterations to rosters will only be in exceptional circumstances and with the approval of the Field Supervisor.
- (c) Employees not on standby roster in a particular week will work ordinary hours of work (paid at single time AWR) between the span of 7am to 5.30 pm in accordance with the provisions of the Hunter Water Corporation Employees (State) Award 1999 but subject to Clause 2.4 (vi) (k) meal breaks, of this agreement.

Employees rostered to standby in a particular week will work ordinary hours of work (paid at single time AWR) as follows:-

9.30am to 6.00pm normally and 10.30am to 7.00pm during the period October to March (Monday to Friday).

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

(ii) Relief

- (a) Relief is when an employee is required to work in a higher classification.
- (b) Any employee may be directed to carry out the duties of any position as defined by sub-clause (vii) of clause G2 in the Hunter Water Corporation Employees (State) Award 1999.
- (c) An employee relieving in another position shall be paid the AWR for that position.
- (d) EHB adjustments following a period of relief.

1. Employee relieving in another position

- A Excess hours worked (except where payment has been made for overtime as defined) will be credited to relief employees EHB.
- B When the relief is required to complete a full standby roster(s) the allocated hours in the employees EHB will be adjusted as per the following example.

eg. A level 1 employee relieves a level 4 employee for 6 months.

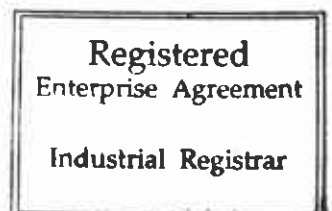
Level 4	627
Level 1	667

New adjusted bank for level 1 is 647 hours. No adjustment for Level 4 EHB,

ie Level 1 1/2 year as level 1
1/2 year as level 4

333.5 hours
313.5 hours

647 hours



- C No adjustment will be made to the allocated hours in the employees EHB for relief less than a month.
- D As defined in 2.3 (vi) payment will be made for time worked in excess of the employees allocated bank of hours. Excess hours will be paid at the employees substantive rate (single AWR) with an annual adjustment on a pro-rata basis for relief in a higher classification.

2. Employee being relieved

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

- (e) Standby rosters undertaken by employees in relief positions do not count towards their number of scheduled standby rosters in a year at their classification.

Allowances will be made for a reduction in the scheduled number of rosters to be completed if affected by a relief in a higher position or secondment to another area with a higher roster frequency (provided the annual scheduled number of rosters has not been exceeded), eg if an OEL1/2 employee (other than Port Stephens) is required to undertake 8.7 rosters per year and if the employee undertakes a relief in an OEL4 position and that relief covers a period of his turn on the roster as an OE 1/2 the scheduled number of rosters as an OE 1/2 will be reduced from 8.7 to 7.7.

Field Supervisors will manage this arrangement closely to ensure unfair manipulation does not occur eg OEL1 relieving OEL4 and does not have a turn on the OEL4 roster but avoids a turn on the OEL1 roster.

(iii) Secondments

- (a) Secondment is when an employee is required to perform the functions of their own classification in another area.
- (b) Internal secondments within the Operations Business Unit for periods up to 5 days will not attract increased pay. Secondments for 5 days or more will attract the AWR applicable in that area or the employee's substantive AWR whichever is the greater and will be paid for the full period of secondment.
- (c) Employees may be allocated to any depot and work at any location directed irrespective of management boundaries nominated from time to time for orderly distribution of work.

(iv) Transfers

An employee transferred from one area to another will be subject to 12 months wage maintenance - if applicable.

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

<p>Registered Enterprise Agreement Industrial Registrar</p>
--

(v) Roster Operation

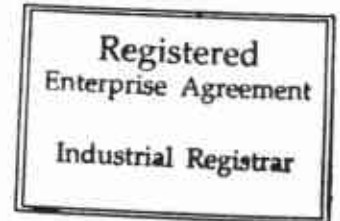
(a) The weekly standby roster is as follows:-

- 1 Three (3) Level 5 employees
- 2 Three (3) Level 4 employees
- 3 Four (4) Level 1/2 employees (one of these Port Stephens)
- 4 Two (2) Level 3 employees

(b) The roster arrangement in Port Stephens will continue ie the allocated employees will work a standby roster of one (1) week in three (3), on average.

(c) Employees not allocated to Port Stephens will work a standby roster as follows:-

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



(d) An employee who undertakes a standby roster in excess of their annual schedule number of rosters at their classification will be compensated under the following arrangement.

1. Standby will be paid at their substantive annualised wage rate (AWR). This will be paid at 1 hour each day standby for normal working days and 8 hours each day for weekends or public holidays.
2. Overtime worked will be paid at the substantive annualised wage rate (AWR). There will be no additional entitlements for allowances and payment will be made for actual time worked only.
3. The following conditions apply:-
 - A. Swapping of standby rosters because of annual leave, sick leave (less than four weeks continuous duration) will be undertaken as the first priority.

Swapping of standby rosters for OEL5 will be limited to planned absences.
 - B. Payment will be made after the employee's annual scheduled number of rosters in their classification have been completed.

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

(f) If for some reason an employee cannot undertake scheduled part or full time standby duties, volunteers (in that classification) will be sought to undertake the roster. To ensure the number of employees required for the weekly standby roster is maintained as per sub-clause (a) above if there are no volunteers (in that classification) one or more of the employees allocated for the standby roster duties two (2) weeks hence will be required to undertake the standby. There will be no guarantee

that a replacement will be made for any employee who cannot complete part or full turn on the standby roster.

- (g) OEL1/2 when on standby will be provided a vehicle for work obligations when on standby.
- (h) Weekly standby roster will operate from 7.00am Friday to 7.00am the following Friday irrespective of the fall of public holidays.
- (i) Any request for annual leave/long service leave will take into account the employees standby obligations before approval is given which may require their roster being re-arranged to cater for these circumstances and/or the employee returning to work after annual leave at the commencement of the standby roster sub-clause (h) above.
- (j) If appointee numbers (including Port Stephens) reduce to a level where roster frequency can be adjusted this will be the preferred option eg OEL1/2 roster change from one (1) week in seven (7) to one (1) week in six (6) and the annualised wage will be adjusted to reflect the roster frequency.

Alternatively if there are more appointees to satisfy these average roster frequencies, employees may be required to work a roster turn to make up their number of annual rosters eg Level 2/1 on 1 in 6 roster is required to undertake 8.7 rosters in a year. For example, with 19 Level 2/1 employees in Level 2/1 roster an employee may be required to work extra roster(s) to make up to 8.7 rosters in a year if the situation arises.

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

- 1 A reduction of scheduled number of rosters through undertaking relief in a higher position, workers' compensation/sick leave or other approved leave coverage.
- 2 The exceedance of scheduled number of rosters with a copy of time sheet (overtime) detailing standby and the actual time worked on the standby shift that has exceeded scheduled number.

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

(vi) General

- (a) There will be no constraints to Operations employees working anywhere within the Corporations area of operations.
- (b) When Operations employees are on standby, the distribution of work outside normal hours will be managed, as far practicable, in an equitable manner.
- (c) The normal provisions regarding weekday stand down will apply to all employees working excess hours. These are:-

Registered
Enterprise Agreement
Industrial Registrar

1. An employee required to continue work for seven (7) hours or more after his/her proper ceasing time, be entitled to a rest period of ten (10) hours before again commencing his/her next ordinary shift, and to be paid for any working time lost at ordinary rates.
 2. An employee recalled to work after ceasing work who works for more than a total of four (4) hours and finishes on the last occasion at a time which does not allow him/her to have a seven (7) hour rest period before their next ordinary shift, will be entitled to a rest period of ten (10) consecutive hours. Employees will be paid for any working time lost.
 3. As a general guide employees would not be expected to work in excess of 16 hours on week days before having a stand down. When approaching 16 hours on any day supervisors should assess whether the job can be completed within a reasonable time frame or whether other employees should be called in.
 4. Management will ensure that suitable overtime procedures are in place to allow equitable distribution of work to allow suitable rest periods for employees.
- (d) Any disputes or grievances arising from the implementation of the AWR and the monitoring of the EHB and scheduled standby rosters will be dealt with in accordance with current grievance handling policy.
- (e) Relief inside/outside the Operations business unit may not be approved if the employee is due for standby.
- (f) The operations roster allowance will be paid only to those employees who are participating in the standby roster arrangements. Employees on selective duties at the date of registration of this Agreement will be deemed not available for the roster.
- (g) Sick leave in excess of 10 days from the date that the employee's sick leave becomes due each year may be paid at the AWR subject to:-

1. The employee having sick leave available
2. Written application from employee concerned
3. Approval by the Manager Operations

**Registered
Enterprise Agreement
Industrial Registrar**

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

- (h) Employees on Workers' Compensation will be paid at the AWR.
- (i) Employees on the annualised wage rate will receive their pay on a weekly basis.
- (j) In the event that there is any alteration to the existing "area of convenience" structure, which affects the incidence of standby, the parties acknowledge that there will need to be discussions between the Corporation and the Union to resolve the changed circumstances.
- (k) 1. Meal Breaks. Two breaks will be allowed during the day consisting of a 15 minute and 45 minute break. It is expected that the main break (lunch time) should be commenced at or within 6

hours of commencing work. The other break of 15 minutes can be taken prior to the main break but under no circumstances would employees be allowed to leave the job in having this 15 minute break. The same conditions will apply for employees on standby.

In both cases, the maximum time away from the job for the main break (lunch time) is 45 minutes and this includes any travelling time.

2. The early 15 minute break will be a paid break and the first 15 minutes of the main break would also be paid (total 1/2 hour paid).
3. Employees required to continue to work without being able to take a 45 minute main meal break during a normal working day will not receive additional payment but will have 0.75 hour credited to their EHB.

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

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

(m) Wage Maintenance. For employees paid at the AWR under this agreement who are displaced the following will apply:-

1. Where an employee elects redeployment any wage maintenance provisions will apply on the basis of the base rate only, ie Roster Allowance will not be paid
2. The base rate will become the redeployed employees substantive rate of pay for determining employee entitlements during any wage maintenance period
3. Entitlements (such as leave loading, overtime payments etc) would then apply in accordance with the provisions of the Hunter Water Corporation Employees (State) Award 1999.

(n) Participation on Roster

Participation on the roster is subject to good conduct, reliability and performance of obligations contained herein. Following Corporation's due process employees subject to disciplinary action could be excluded from participation on the roster in which case wage payments will revert to base rates and other payments in accordance with the provisions of the Hunter Water Corporation Employees (State) Award 1999.

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

<p>Registered Enterprise Agreement</p> <p>Industrial Registrar</p>

PART 2 - SCHEDULE A

(i) Wage rates applicable from 31.5.99.

Operations employees

	Base Annual Wage \$	Operations Roster Allowance \$	Total Annualised Wage \$	Bank of Excess Hours	Base Hourly Rate \$	Annualised Hourly Rate \$
1) Operations Employee Level 5	35,953	25,445	61,398	860	18.13	30.96
2) Operations Employee Level 4	34,495	19,175	53,670	627	17.40	27.07
3) Operations Employee Level 3	33,138	19,540	52,678	664	16.71	26.57
4) Operations Employee Level 2	31,471	18,632	50,103	667	15.87	25.27
Port Stephens	31,471	21,421	52,892	776	15.87	26.68
5) Operations Employee Level 1	30,389	18,937	49,326	667	15.33	24.88
6) Operations Employee Trainee						
New	29,149	5,005	34,154	-	14.70	17.22

Employees who are not appointed to the Operations Business Unit and are temporarily providing relief or acting on one of those positions will be paid at the base rate applicable to the classification and area in which they are temporarily engaged and will not receive an Annualised Wage Rate.

Operations Support Officers

Grade 1 \$34,029 per annum
Grade 2 \$38,613 per annum

Registered
Enterprise Agreement

Industrial Registrar

PART 2 - SCHEDULE A (continued)

(ii) Wage rates applicable from 31.5.2000

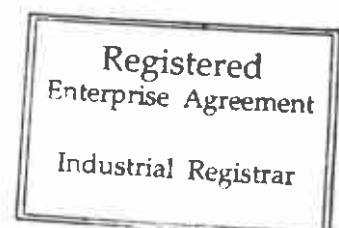
Operations employees

	Base Annual Wage \$	Operations Roster Allowance \$	Total Annualised Wage \$	Bank of Excess Hours	Base Hourly Rate \$	Annualised Hourly Rate \$
1) Operations Employee Level 5	36,852	26,081	62,933	860	18.59	31.74
2) Operations Employee Level 4	35,358	19,654	55,012	627	17.84	27.74
3) Operations Employee Level 3	33,967	20,028	53,995	664	17.13	27.23
4) Operations Employee Level 2	32,258	19,098	51,356	667	16.27	25.90
Port Stephens	32,258	21,957	54,215	776	16.27	27.34
5) Operations Employee Level 1	31,149	19,410	50,559	667	15.71	25.50
6) Operations Employee Trainee						
New	29,878	5,130	35,008	-	15.07	17.66

Employees who are not appointed to the Operations Business Unit and are temporarily providing relief or acting on one of those positions will be paid at the base rate applicable to the classification and area in which they are temporarily engaged and will not receive an Annualised Wage Rate.

Operations Support Officers

Grade 1 \$34,880 per annum
Grade 2 \$39,578 per annum



PART 3 - OPERATIONS WAREHOUSE EMPLOYEES

3.1 OCCUPATIONS

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

3.2 ANNUALISED WAGE RATE (AWR)

- (i) Operations Warehouse Employees shall, subject to this agreement, be paid on a weekly basis, an annualised wage rate (AWR) as prescribed for their classification in Schedule A.
- (ii) There will be a single Annualised Wage Rate for each classification level.
- (iii) The AWR includes Award/Agreement wage rates and all allowances, leave loading, non-taxable benefits (licence refund and telephone allowances) and excess hours payments for OWE Level 2.
- (iv) The AWR will be used to calculate weekly pay, and approved leave including sick leave to the extent of 10 days per annum, (ie 10 days for the 12 months commencing from the date that sick leave becomes due each year) public holidays, family leave, compassionate, special, termination and superannuation entitlements.

3.3 EXCESS HOURS PAYMENT

- (i) The classification of OWE Level 2 on the annualised wage rate has an excess hours payment (EHP) included in the wage rate.
- (ii) The EHP will not apply to the classification of OWE Level 1.
- (iii) A payment equivalent to three (3) hours pay per week has been factored into the AWR for the classification of OWE Level 2. This payment covers all overtime worked on normal work days in respect to the normal exigencies associated with the job.

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

- (a) OWEs Level 1 do not have an excess hours payment factored into their Annualised Wage Rate and will be entitled to payment for all overtime worked.
- (b) Payment will be made to an OWE Level 2 who is "called out" after the usual ceasing time and before commencing on the next working day.
- (c) Payment will be made to an OWE Level 2 who receives prior notification and approval from the Supply Manager Operations to work planned overtime to undertake a specific task.

Registered
Enterprise Agreement

Industrial Registrar

- (iv) The rate of payment for OWE's for overtime will be as follows:
- (a) The AWR will be the ordinary rate on which overtime loadings are calculated.
 - (b) Overtime loadings will be time and half, double time or double time and a half as prescribed by the Hunter Water Corporation Employees (State) Award 1999.
 - (c) Four (4) hour minimum payments for call-outs and pre-planned work undertaken on a Saturday, Sunday or public holiday will not apply. Any overtime payments will be made for actual hours worked only.
 - (d) No allowances will be payable as these have been factored into the AWR.

3.4 OPERATIONS

(i) Hours of Work

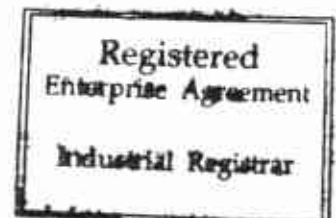
Employees in a particular week will work ordinary hours of work (paid at single time AWR) between the span of 7am to 5.30 pm in accordance with the provisions of the Hunter Water Corporation Employees (State) Award 1999.

(ii) Relief

- (a) Relief is when an employee is required to work in a higher classification.
- (b) The Corporations right to direct an employee to carry out such duties as are within the employees skill, competence and training, includes relief in higher classifications.
- (c) An employee relieving in a higher graded position shall be paid the AWR for that position.

(iii) General

- (a) There are no constraints to Operations Warehouse Employees working anywhere within the Corporation's area of operations.
- (b) The normal provisions regarding weekday stand-down will apply to all employees working excess hours.
- (c) As a general guide employees would not be expected to work in excess of 16 hours on week days before having a stand-down. When approaching 16 hours on any day supervisors should assess whether the job can be completed within a reasonable time frame or whether other employees should be called in.



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

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

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

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

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

(f) Hours of work for Operations Warehouse employees shall be as prescribed by the Hunter Water Corporation Employees (State) Award 1999 for 38 hour week employees.



PART 3 - SCHEDULE A

WAGES

Rates of wages shall be as follows:

(i) From 31.5.99

	Base Annual Wage \$	Operations Warehouse Allowance \$	Total Annualised Wage \$	Base Hourly Rate \$	Annualised Hourly Rate \$
Classifications					
Operations Warehouse Employee Level 2	33,715	3,236	36,951	17.00	18.64
Operations Warehouse Employee Level 1	31,946	658	32,604	16.11	16.44

(ii) From 31.5.2000

	Base Annual Wage \$	Operations Warehouse Allowance \$	Total Annualised Wage \$	Base Hourly Rate \$	Annualised Hourly Rate \$
Classifications					
Operations Warehouse Employee Level 2	34,558	3,317	37,875	17.43	19.10
Operations Warehouse Employee Level 1	32,745	674	33,419	16.51	16.85



PART 4 – WASTEWATER TREATMENT OPERATIONS EMPLOYEES

4.1 OCCUPATIONS

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

4.2 ANNUALISED WAGE RATE (AWR)

- (i) Wastewater Treatment Operations Employees shall, subject to this agreement, be paid on a weekly basis, an annualised wage rate (AWR) as prescribed for their classification in Schedule A.
- (ii) There will be a single Annualised Wage Rate for each classification level.
- (iii) The AWR includes Award/Agreement wage rates and all allowances, leave loading and non-taxable benefits (eg. licence refund).
- (iv) The AWR will be used to calculate weekly pay, and all approved leave entitlements including sick leave to the extent of 10 days per annum, (ie 10 days for the 12 months commencing from the date that sick leave becomes due each year) public holidays, family leave, compassionate, termination and superannuation entitlements.

4.3 OPERATIONS

(I) Hours of Work

Employees in a particular week will work ordinary hours of work (paid at single time AWR) between the span of 7am to 5.30pm in accordance with the provisions of the of the Hunter Water Corporation Employees (State) Award 1999.

(II) Overtime

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

- 1) The AWR will be the ordinary rate on which overtime loadings are calculated.
- 2) Overtime loadings will be time and half, double time or double time and a half as prescribed by the Hunter Water Corporation Employees (State) Award 1999.
- 3) Any WWTOE recalled from their residence after the usual ceasing time and before 6.00 am on the next working day will be paid for all time worked outside normal working hours at overtime rates with a minimum payment of four (4) hours, such payment to cover any



subsequent call within that four (4) hours. The time in each case will be computed from the employees home to work and return.

- 4) Four (4) hour minimum payments for pre-planned work undertaken on a Saturday, Sunday or public holiday, will not apply. Any overtime payments will be made for actual hours worked only.
 - 5) No allowances [except for excess travel as prescribed in clause (vi)(h)] will be payable as these have been factored into the AWR.
- b) Any WWTOE can be offered overtime in any Wastewater Treatment Plant. However, WWTOE will normally undertake overtime within their allocated work area as defined in sub-clause (vi).

(iii) Relief

- a) Relief is when an employee is required to work in a higher classification.
- b) The Corporations right to direct an employee to carry out such duties as are within the employees skill, competence and training, includes relief in higher classifications.
- c) An employee relieving in a higher graded position shall be paid the AWR for that position.
- d) Subject to the control and directions of the Engineer Wastewater Treatment Operations, supervisors will be responsible for determining the need to provide relief.

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

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

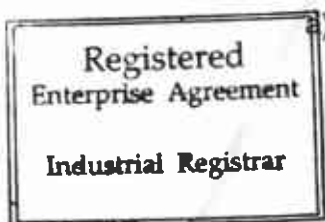
(iv) Secondment

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

For periods in excess of one (1) week;

- i) Where a situation arises necessitating the secondment of an employee to a different work location volunteers will be called for.
- ii) Where there are no volunteers, an employee may be directed to work in a different area to the employees allocated work area.

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



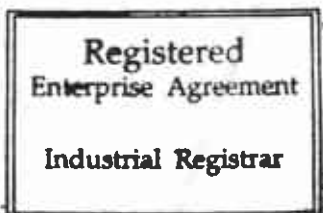
- i) Where a situation arises necessitating the secondment of an employee to a different work location, employees may be directed to work in a different area to their allocated work area.
- ii) The allocation of employees for these short term secondments will be managed as far as practicable in an equitable manner.
- c) Any grievances in respect to the allocation of secondments will be dealt with in accordance with the appropriate Grievance Handling Procedures.

(v) Transfers

- a) The term "transfer" refers to the situation where an individual employee is transferred to a new or different crew/work area for situations involving a regular and ongoing arrangement.
- b) Transfer of employees will generally be dictated by vacancies, workload or for broadening of experience of individuals. The practice of calling for Expressions of Interest will be used to manage transfers of individuals.
- c) If no expressions of interest are received, an employee may be directed to transfer to a new or different work crew/work area.

(vi) Work Areas

- a) Within reason there will generally be no constraints to WWTOE working anywhere within the Corporations area of operations.
- b) WWTOE will be allocated to work areas which are arranged for the convenience of managing work requirements.
- c) Work areas are defined below, but may change in response to workload and operational needs.
 - Work Area A - Paxton, Kearsley, Cessnock, Kurri, Farley, Branxton, Bolwarra, Morpeth
 - Work Area B - Toronto, Dora Creek, Edgeworth, Belmont, Windale
 - Work Area C - Burwood Beach, Shortland, Minmi
 - Work Area D - Boulder Bay, Tanilba Bay, Raymond Terrace, Medowie, Stockton
- d) Mobile work crews will be assigned to each of the work areas.
- e) Depending on the number of work crews in a work area, each work crew will be allocated a specific number of plants for operation and maintenance responsibility and will have access to depot facilities at one of these plants at their choice.
- f) From time to time there will be a requirement to provide replacement or additional labour to work crews. Generally this will be managed within work areas between the work crews in that work area. However,



there could be requirements for providing reliefs and secondments from outside the designated work areas. When this is required the distribution of relief and workload will be managed, as far as practicable, in an equitable manner.

- g) Subject to sub-clause (h) there will be no additional allowances paid for secondments as all relevant allowances have been factored into the AWR.
- h) An allowance in consideration of travelling compensation has been factored into the annualised wage rate, however, where "excessive" travelling is incurred additional travelling compensation is payable subject to the following:-
 - i) Payment is only made for distances travelled on Corporation business in excess of seventy (70) kilometres per day, covering:-
 - 1. Travel within employee's allocated work area after commencing at their nominated site/depot.
 - 2. Travel to and from another work area apart from the employees allocated work area. Calculation will be from employee's home and return.
 - ii) Payment is not made for employees travelling to and from their allocated work area (excluding Boulder Bay).
 - iii) Payment is not made to employees who travel in a Corporation supplied vehicle.
 - iv) Where an entitlement exists in accordance with this clause, payment will be made in terms of the relevant provisions in the Hunter Water Corporation Employees (State) Award 1999.

(vii) Appointments

- a) WWTOE will be appointed to one of the classification level of WWTOE Level 2, WWTOE Level 1 or WWTOE Trainee.
- b) Appointees will be allocated to mobile crews within a work area.
- c) When a vacancy occurs within WWTO the following procedure will occur:
 - i. For WWTOE Level 2 Position -
 - 1. The vacant position will be advertised either internally only or internally and externally. (Advertising externally will depend on expertise required.)
 - 2. Where it is proposed to advertise any position externally, the Association will be consulted and advised of the reason and given an opportunity to raise any concerns they may have prior to the advertisements being placed.

**Registered
Enterprise Agreement
Industrial Registrar**

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

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

ii. For WWTOE Level 1 and Trainee Positions -

1. "Expressions of Interest" will be invited from either existing Level 1 or existing Trainees as relevant
2. Where a subsequent vacant position is to be filled, it will be advertised internally
3. Where a vacancy remains after 1 and 2 above, the position may be advertised externally

(viii) Travelling Compensation – Trial Period

a) Purpose of Trial

The purpose of the trial period is to determine the appropriateness of the component included in the Annualised Wage Rate (AWR) for travelling compensation.

b) Trial Period

The trial period will be for four (4) months from the date of this Agreement.

c) Travelling compensation component in the AWR.

- 1) An amount of \$2760.18 has been included in this Agreement for Travelling Compensation.
- 2) Travelling Compensation will be assessed as inclusive of Depot Allowance, Follow the Job Allowance and Kilometre Allowance for the trial period.
- 3) The additional payment (excess Kilometre Allowance) is payable in addition to the AWR for all travelling on Corporation Business in a private vehicle in excess of 70 kms per day (except when travelling to and from home to the employees allocated work area).



d) Basis for Comparisons

- 1) A comparison will be drawn between –
 - i) travelling compensation entitlements accruing under the new working arrangements if there were no component included in the AWR, and
 - ii) the amount included in the AWR for travelling compensation.
- 2) For the purpose of determining travelling compensation (if there were no travelling component in the AWR) each employee will have a nominated depot within their allocated work area.
- 3) For the duration of the trial period the following reconciliation will be kept:
 - i) Depot Allowance, viz \$6.84 per day for each day the employee reports to and ceases work at their nominal depot.
 - ii) Follow-the-job Allowance, viz \$14.91 per day for each day that the employee reports to, or ceases work at, a location other than their nominal depot.
 - iii) Kilometre allowance for all travelling in the employee's private vehicle on Corporation business during working hours.

This reconciliation will be compared to the amounts received by the employees in (c) above which will have been paid as the travelling compensation component in the AWR.

e) Review of findings

At the conclusion of the trial period the parties will jointly review the findings to ensure the appropriate component for travelling is included in the AWR.

Any individual who is shown to be disadvantaged in respect to travelling compensation, by the comparison drawn at the end of the trial period, will be compensated to the extent of the difference.

(ix) General

- a) The normal provisions regarding weekday stand-down will apply to all employees working excess hours. These are:-
 1. An employee required to continue work for seven (7) hours or more after his/her proper ceasing time, shall be entitled to a rest period of ten (10) hours before again commencing his/her next ordinary shift, and to be paid for any working time lost at ordinary rates.
 2. An employee recalled to work after ceasing work who works for more than a total of four (4) hours and finishes on the last occasion at a time which does not allow him/her to have a seven (7) hour rest

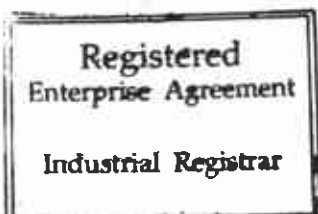


period before their next ordinary shift, will be entitled to a rest period of ten (10) consecutive hours. Employees will be paid at the AWR ordinary rates for working time lost.

3. As a general guide employees would not be expected to work in excess of 16 hours on weekdays before having a stand down. When approaching 16 hours on any day supervisors should assess whether the job can be completed within a reasonable time frame or whether other employees should be called in.
 4. Management will ensure that suitable overtime procedures are in place to allow equitable distribution of work to allow suitable rest periods for employees.
- b) Sick leave in excess of 10 days from the date that the employee's sick leave becomes due each year may be paid at the AWR subject to:
- i) The employee having sick leave available, and
 - ii) Written application from the employee concerned, and
 - iii) Approval by the Manager Operations.

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

- c) Employees on Workers' Compensation will be paid at the AWR.
- d) Employees will receive their pay on a weekly basis.
- e) Hours of work for Wastewater Treatment Operations Employees shall be as prescribed for 38 hour week employees by the Hunter Water Corporation Employees (State) Award 1999.
- f) Rates of pay prescribed for WWTOE Level 2 are inclusive of an allowance for responding to incidental after hours telephone calls of short duration.
- g) For time spent, during weekdays between 10.00pm and 6.30am and between 7pm and 6.30am on Saturday, Sunday or public holidays, Level 2 employees or their nominated reliefs can submit for approval overtime for dealing with notified operational problems at Wastewater Treatment plants from their residence (ie not having to leave their place of residence). The following conditions will apply:-
 - i. A minimum of 1 hour overtime payment will be made. However, if resolution of the problem takes less than an hour any subsequent calls requiring resolution on any problem will only incur additional payments when the accumulated time dealing with the various problems exceeds the 1 hour minimum payment.
 - ii. Overtime will only be paid for actual time and be only paid at annualised wage rate (ie no time and a half, double time or double time and half applicable)



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

**Registered
Enterprise Agreement
Industrial Registrar**

PART 4 - SCHEDULE A

WAGES

Rates of wages shall be as follows:

(i) From date of Agreement

Base Annual Wage \$	Wastewater Treatment Operations Allowance \$	Total Annualised Wage \$	Base Hourly Rate \$	Annualised Hourly Rate \$
CLASSIFICATIONS:				
Wastewater Treatment Operations Employee Level 2				
\$34,495	\$5,093	\$39,588	\$17.40	\$19.96
Wastewater Treatment Operations Employee Level 1				
\$30,389	\$5,167	\$35,556	\$15.33	\$17.93
Wastewater Treatment Operations Employee Trainee				
\$29,149	\$5,083	\$34,232	\$14.70	\$17.26

(ii) From 31.5.2000

Base Annual Wage \$	Wastewater Treatment Operations Allowance \$	Total Annualised Wage \$	Base Hourly Rate \$	Annualised Hourly Rate \$
CLASSIFICATIONS:				
Wastewater Treatment Operations Employee Level 2				
\$35,358	\$5,120	\$40,578	\$17.84	\$20.47
Wastewater Treatment Operations Employee Level 1				
\$31,149	\$5,296	\$36,445	\$15.71	\$18.38
Wastewater Treatment Operations Employee Trainee				
\$29,878	\$5,210	\$35,088	\$15.07	\$17.70



**Signed for and on behalf of the
Hunter Water Corporation**



**Signed for and on behalf of the
Hunter Water Corporation
Employees' Association**





Registered
Enterprise Agreement
Industrial Registrar