



DECISION

Fair Work Act 2009

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

State Water Corporation

(AG2014/10134)

STATE WATER CORPORATION ENTERPRISE AGREEMENT 2015

Water, sewerage and drainage services

VICE PRESIDENT LAWLER

SYDNEY, 5 DECEMBER 2014

Application for approval of the State Water Corporation Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *State Water Corporation Enterprise Agreement 2015 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by the *State Water Corporation*. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The *Australian Workers' Union*, the *Public Service Association of NSW & Professional Officers Association Amalgamated Union of New South Wales / Community and Public Sector Union - SPSF Group NSW Branch* and the *Association of Professional Engineers, Scientists and Managers, Australia* being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s. 201(2) of the Act I note that the Agreement covers these organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 December 2014. The nominal expiry date of the Agreement is 30 June 2016.



VICE PRESIDENT

[2014] FWCA 8804

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State Water Corporation Enterprise Agreement 2015

State
water

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Part A – About this Agreement

1. Name

- 1.1 This Enterprise Agreement is made for State Water Corporation (State Water) and is called the State Water Corporation Enterprise Agreement 2015 (Agreement).

2. Coverage and duration

- 2.1 This Agreement will commence operation on the date that is 7 days after the Agreement is approved in accordance with the Fair Work Act and shall have a nominal expiry date of 30 June 2016. The State Water Corporation Enterprise Agreement 2012 has a nominal term that will expire on 25 April 2015. This means the Agreement will apply to State Water Corporation, all employees employed in a classification listed in Schedule 1 of this Agreement and the Unions on and from 26 April 2015 (by operation of s.58 of the Fair Work Act).

- 2.2 This Agreement covers:

- (i) State Water Corporation;
- (ii) all its employees employed in the classifications listed in [Schedule 1](#) of this Agreement;
- (iii) the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales / the Community and Public Sector Union (SPSF Group) NSW Branch;
- (iv) the Australian Workers Union, New South Wales branch; and
- (v) Association of Professional Engineers, Scientists and Managers Australia.

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

- 2.3 An employee's total remuneration will not be reduced by the introduction of this Agreement.
- 2.4 All positions evaluated within the grades listed in [Schedule 1](#) are to be covered by the Agreement.

3. Definitions

- 3.1 "Banked RDO" means a rostered day off that is deferred and then added to a bank for use at a later date.
- 3.2 "Contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- 3.3 "Fair Work Act" means the *Fair Work Act 2009* (Cth).
- 3.4 "Family member" in relation to an employee, means:
- (a) the employee's spouse, or a de facto spouse or same sex partner who lives with the employee as the employee's de facto partner;
 - (b) any of the following members of the family of the employee or their spouse or de facto spouse or same sex partner:
 - (i) a child or an adult child (including an adopted child, step child, foster child or ex nuptial child);
 - (ii) a parent;
 - (iii) a grandparent;
 - (iv) a grandchild;
 - (v) a brother or sister;
 - (c) a person related by blood, marriage or Aboriginal kinship structures who is a member of the employee's household.
- 3.5 "Flexible working hours" means an arrangement where:
- (a) employees work additional hours in a fortnightly cycle to accrue time to then take a rostered day off; and/or
 - (b) employees may vary, by agreement with State Water, their scheduled start and finish times to achieve work life balance.
- 3.6 "FWC" means Fair Work Commission.
- 3.7 "Labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another company for the purpose of such staff performing work or services for that other employer company.
- 3.8 "National Employment Standards" means the National Employment Standards in the Fair Work Act.
- 3.9 "Ordinary hours" means the total hours of work each week the employee is required to be at work for which the employee receives the annual pay as set out in [Schedule 1](#) of this Agreement.
- 3.10 "Ordinary rate of pay" means the annual rate of pay paid for working ordinary hours as set out in [Schedule 1](#) of this Agreement.
- 3.11 "Purchased annual leave" means where an employee forgoes part of their salary to take additional annual leave each year beyond the normal entitlements provided for in this Agreement.
- 3.12 "Reasonable overtime" means additional hours worked above ordinary hours. Employees are not required to work unreasonable hours. An employee may refuse to work overtime where to do so would amount to working unreasonable hours. What is reasonable or unreasonable is decided by a proper consideration of:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances, including any family and carer responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the amount of weekend work performed;
- (e) the period of notice (if any) State Water gives of the overtime requirement and the employee gives of an intention to refuse it; and
- (f) any other relevant matter.

3.13 "Rostered day off" (RDO) means a day off in a regular cycle at a time that is operationally convenient.

3.14 "Standard hours" means set and regular hours of operation or work as determined by State Water. Different work locations or sections may have different standard hours to suit operational requirements.

3.15 "The Union" means:

- (a) The Australian Workers Union, New South Wales branch;
- (b) Public Service Association and Professional Officers Association Amalgamated Union of New South Wales / the Community and Public Sector Union (SPSF Group) NSW Branch; and
- (c) Association of Professional Engineers, Scientists and Managers Australia in respect of:
 - (i) Professional Engineers as defined in the rules of the Association of Professional Engineers, Scientists and Managers Australia (New South Wales branch) which, without limiting that category includes persons employed in the classification of engineer and persons performing professional engineering work; and
 - (ii) existing members of the Association of Professional Engineers, Scientists and Managers Australia (New South Wales branch) to the extent that they do not come within 3.15(c)(i).

4. No extra claims

- 4.1 During the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by this Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the FWC or any other industrial tribunal.
- 4.2 Clause 4.1 does not prevent any proceedings with respect to the interpretation, application or enforcement of existing provisions in this Agreement.
- 4.3 This Agreement will be monitored by the parties covered to ensure that it is implemented properly.. This Agreement may be changed during its term under Part 2-4, Division 7, Subdivisions A and B of the Fair Work Act.

5. Objectives of this Agreement

- 5.1 State Water's vision is excellence and growth. It aims to realise this vision by:
- (a) delivering water and service efficiently to customers, the community and the environment and by these means, improving life and the economy;
 - (b) implementing its values and behaviours; and
 - (c) improving individual and business performance.
- 5.2 This Agreement is a key element in developing a skilled, innovative, flexible and committed workforce that will help State Water realise its vision. The objectives for this Agreement are:
- (a) to implement a training and skills development program to equip all employees with the skills State Water needs to realise its vision;
 - (b) to foster a mutual understanding of commercial competitiveness and productivity, of the importance of efficient and effective work practices, of employees' need for security, job satisfaction and career development;
 - (c) to establish procedures which enable management and employees, through active consultation and participation, to remove the real barriers to commercial competitiveness and improved productivity;
 - (d) to remove those barriers by improving work processes and delegation; and
 - (e) to match employees' skills and training with the tasks to be performed and to do so in the context of meaningful job roles.

6. Preventing and eliminating unlawful discrimination

- 6.1 This Agreement intends to help prevent and eliminate unlawful discrimination in the workplace. Unlawful discrimination includes discrimination on the grounds of race, sex, marital status, disability, sexual orientation, transgender identity, age and responsibilities as a carer.
- 6.2 State Water and its employees will take all reasonable steps to ensure that this Agreement is not discriminatory in its effect, either directly or indirectly.
- 6.3 This clause does not apply to:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to a person under 21.
- 6.4 This clause does not create any extra legal rights or impose any extra obligations to those created or imposed by the Fair Work Act or the *Anti-Discrimination Act 1977*. Nor does it prevent a party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

Part B – Consultation, workplace change and grievance resolution

7. Consultation – Joint Consultative Committee

- 7.1 The Joint Consultative Committee (JCC) provides a forum and sets ground rules and procedures for State Water, employees and any employee representatives to work within when they consult one another on workplace change and work performance at State Water. In working within such a framework, State Water, employees and any employee representatives are expected to act cooperatively and to build trust.
- 7.2 The JCC has its own constitution governing membership and terms of reference.
- 7.3 The JCC forum will not be used where a matter should be addressed under the [grievance resolution process](#) outlined in this Agreement.

8. Consultation on policies

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

9. Consultation process

- 9.1 Where workplace change is being considered and would have a significant impact on employees if implemented or a change to employees regular roster or ordinary hours of work is being considered, State Water will consult with employees likely to be affected. Those likely to be affected may choose to include their representatives in the consultation. Through consultation, State Water and its employees will work together in a genuine effort to achieve an agreed solution.
- 9.2 Examples of potential workplace change expected to have a significant impact on employees, include:
 - (a) potential redundancy or redeployment;
 - (b) substantial change in workplace practices or core responsibilities including those arising due to integration with the Sydney Catchment Authority;
 - (c) change in the main place of work that involves unreasonable extra travel or relocation.
- 9.3 Where potential workplace change triggers the need for consultation, these provisions apply:
 - (a) State Water will manage the workplace change objectively and openly over an appropriate period and will keep those employees likely to be affected (and their representatives, if included in the consultation) informed during that time;
 - (b) State Water will provide information in a form that is easy to understand and may include:
 - (i) its reasoning behind the need for change;

- (ii) the means proposed and the time needed to achieve change;
 - (iii) particulars of positions and stakeholders affected; and
 - (iv) financial, staffing and training implications.
- (c) if possible, in an effort to avoid or reduce potential redundancy, State Water will consider options like attrition, voluntary separations, job redesign, redeployment, training and development, use of leave by agreement, conversion to part time employment, secondment and transfer;
 - (d) before issuing any finalised change details, State Water will give the JCC an opportunity to comment on and make recommendations about the proposed change;
 - (e) State Water will then forward the finalised change details, including the outcome of any consultations, to employees likely to be affected (and their representatives, if included in the consultation);
 - (f) if they need to, State Water and employees covered by this Agreement may use the [grievance resolution process](#) outlined in this Agreement once the consultation process is exhausted.
- 9.4 Where a change to employees regular roster or ordinary hours of work is being considered, as soon as practicable after State Water proposes to make the changes, State Water will provide the affected employees with relevant information about the change, including the nature of the change, the effects of the change on the employees and any other matters that State Water reasonably believes are likely to affect the employees. State Water will also invite the affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). State Water will consider any views given by the affected employees about the impact of the change.

10. Grievance resolution

10.1 The following arrangements apply to grievance resolution:

- (a) If a grievance relates to the interpretation, application or operation of any matters arising under the Agreement or the National Employment Standards, this clause sets out procedures to settle the grievance.
- (b) An employee who is a party to the grievance may appoint a union representative or other employee representative for the purposes of the procedures in this clause.
- (c) State Water may also appoint one or more representatives from within State Water for the purposes of the procedures in this clause.
- (d) In the first instance, the parties to the grievance must try to resolve the grievance on an informal basis as soon as practicable with the person or persons involved.
- (e) Where the grievance remains unresolved on an informal basis, the parties to the grievance must try to resolve the grievance at the workplace level, by discussions between the employee or employees (and their representatives) and relevant supervisors and/or next appropriate level of management.
- (f) Where the grievance involves confidential or other sensitive information (including issues of harassment, bullying or discrimination) making it

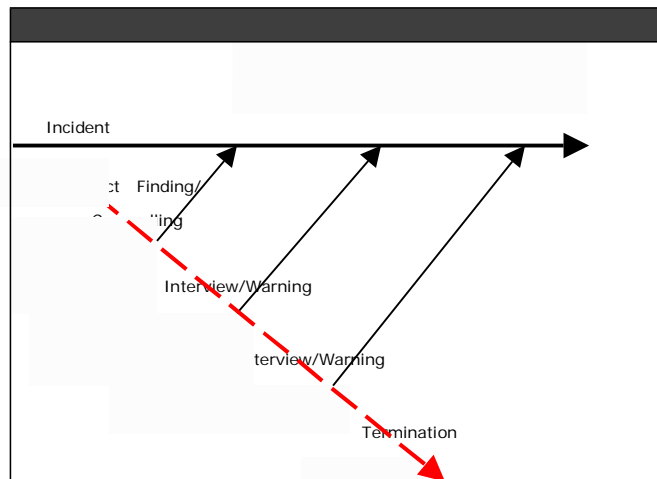
impractical or inappropriate for the employee to notify a particular supervisor or manager, they may notify the next appropriate level of management or human resource personnel. A meeting should be held within five working days, unless otherwise agreed, in an effort to resolve the grievance.

- (g) If discussions at the workplace level do not resolve the grievance, a party to the grievance may refer the matter to FWC. At this time, either party may appoint a legal practitioner or other external representative to represent them.
- (h) FWC may deal with the grievance in two stages:
 - (i) FWC will first attempt to resolve the grievance as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if FWC is unable to resolve the grievance at the first stage, FWC may then arbitrate the grievance and make a determination that is binding on the parties.
- (i) While the parties are trying to resolve the grievance using the procedures in this clause:
 - (i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an employee must comply with a direction given by State Water to perform other available work at the same workplace, or at another workplace, unless:
 - A. the work is not safe; or
 - B. applicable work health and safety legislation would not permit the work to be performed; or
 - C. the work is not appropriate for the employee to perform; or
 - D. there are other reasonable grounds for the employee to refuse to comply with the direction.
- (j) The parties to the grievance agree to be bound by a decision made by FWC.
- (k) Where agreed upon by both parties matters may be referred to the NSW Industrial Relations Commission in accordance with section 146B of the *Industrial Relations Act 1996* (NSW) as an alternative to FWC. At this time, either party may appoint a legal practitioner or other external representative to represent them. The NSW Industrial Relations Commission may deal with the grievance in two stages:
 - (i) the NSW Industrial Relations Commission will first attempt to resolve the grievance as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the NSW Industrial Relations Commission is unable to resolve the grievance at the first stage, the NSW Industrial Relations Commission may then arbitrate the grievance and make a determination that is binding on the parties.The parties to the grievance agree to be bound by a decision of the NSW Industrial Relations Commission made under this clause.

Part C – Employee support

11. Counselling and discipline

- 11.1 Counselling and discipline is used under State Water policy to manage unsatisfactory performance or misconduct. It aims to bring the employee back to acceptable performance by adopting a cooperative problem-solving approach. The counselling and discipline process is outlined in State Water's [Counselling and Disciplinary Policy](#), the associated procedure and in the following discipline road map:



12. Employee planning and review program

- 12.1 The employee planning and review program (EPR) at State Water encourages and supports:

- (a) the development and maintenance of a culture of continuous improvement within a productive, positive and harmonious work environment;
- (b) employees and supervisors working in partnership to achieve personal, professional and organisational goals aligned with State Water's strategic and operational objectives.

- 12.2 The EPR program applies to all employees other than casual employees and is managed under State Water's [Employee Planning and Review Policy](#). The process includes the following steps:

- (a) employees develop an agreed work plan in conjunction with their supervisor at the beginning of each financial year;
- (b) periodic reviews with a final review conducted at or about the end of the financial year;
- (c) the EPR system defines and provides for a review of performance in terms of five steps. The definition of each step is set out in [Schedule 3](#) of this Agreement;
- (d) each grade in the classification structure at [Schedule 1](#) is divided into the five steps outlined in [Schedule 3](#) of this Agreement;

- (e) employees may move between the performance steps within each grade depending on the outcome of the EPR process;
- (f) an employee's salary will not be reduced as a result of their evaluation under the EPR process.

12.3 Grievances arising out of the operation of the EPR program may be resolved through the [grievance resolution process](#) outlined in this Agreement.

13. First aid

13.1 State Water's goal is for all of its employees to obtain and maintain a recognised qualification in first aid. To that end, State Water will:

- (a) allow employees to attend first aid training and retraining courses during normal working hours; and
- (b) meet the cost of approved first aid training and retraining to a level designed to meet its organisational needs.

13.2 Where an employee has received training in first aid as above, the employee will act as a designated first aid officer at State Water as required. First aid allowance has been rolled into the rates of pay established at [Schedule 1](#) of this Agreement. No additional payment will be made for being the designated first aid officer as required.

13.3 State Water will provide and maintain first aid kits on all State Water work sites. It will also ensure that each kit complies with work health and safety regulations.

13.4 State Water will provide transport to the nearest hospital or doctor at its own expense where an employee is involved in a serious accident or incident or suffers serious sickness while at work.

14. Tools and personal protective equipment

14.1 State Water will provide employees with the necessary tools and personal protective equipment to perform their duties and replace them when lost or worn.

14.2 Employees will take proper care of the tools and personal protective equipment, keeping them stored safely and using them safely and for their intended purpose.

15. Training, learning and development

15.1 If State Water is to increase efficiency, productivity and competitive performance within its business, employees need to achieve their performance objectives and State Water needs to provide employees with training, learning and development. So together, State Water and employees covered by this Agreement are committed to:

- (a) establishing clear performance objectives;
- (b) providing employees with career opportunities within State Water; and
- (c) providing appropriate training, learning and development for employees; including supervision and leadership training for managers and supervisors.

- 15.2 State Water, in conjunction with employees, will prepare and implement employee learning and development plans to meet business and employee needs as part of the workforce planning process and the [Employee Planning and Review Policy](#) and system.
- 15.3 All employees are eligible to apply for study assistance to complete courses relevant to State Water's business and employees' career aspirations. Study assistance may be in the form of financial assistance, examination leave and study leave and will have regard to State Water's operational needs.
- 15.4 Training, learning and development are managed under State Water's [Learning and Development Policy](#).

16. Working in severe weather

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

Part D – Hours of work

17. Flexible working hours

- 17.1 While State Water expects employees to work regular work patterns for each site, it acknowledges the importance of work life balance and the part flexible working hours plays in achieving that balance.
- 17.2 Subject to operational requirements, State Water will manage flexible working hours in the following manner:
- (a) employees will commence work:
 - (i) at an agreed time between 7.30am and 9am each day;
 - (ii) local or individual arrangements may be agreed between State Water and the affected employees allowing for earlier or later start times to better meet operational needs or employee family and carer responsibilities. Agreement to local or individual arrangements will not be unreasonably withheld by the employee or State Water;
 - (b) an employee's ordinary hours will be:
 - (i) 72 hours worked across nine days in each fortnight, Monday to Friday with the pay for the fortnight averaged across 10 days;
 - (ii) local or individual arrangements may be agreed between State Water and the affected employees allowing for employees to work standard hours or another work arrangement to better meet operational needs or employee family and carer responsibilities. Agreement to local or individual arrangements will not be unreasonably withheld by the employee or State Water;
 - (iii) one day in each fortnight will be scheduled as a RDO;
 - (iv) where a RDO falls on a public holiday an alternative day will be nominated as the RDO for that fortnight;
 - (c) State Water will name the RDO at least one month in advance, taking account of the interests of employees and its operational needs in light of seasonal, climate, business and workload factors;
 - (d) each day of paid leave taken and any public holidays occurring during the fortnight period will, for the purpose of this subclause, be treated as a day worked;
 - (e) an employee who has worked less than 72 hours in the fortnight will be paid a pro rata amount for the RDO based on the accrued hours they have worked;
 - (f) to meet operational needs and without incurring a penalty, State Water may require employees to work on a RDO, but it must give affected employees at least 12 hours' notice. State Water and affected employees may agree:
 - (i) on an alternative day off and that alternative day may only be deferred due to an emergency; or

- (ii) to bank the RDO;
- (g) where an employee agrees with their manager to defer taking the RDO and instead bank it, the following arrangements will apply:
 - (i) a total of five RDOs may be banked;
 - (ii) employees will be given an opportunity to take their banked RDOs at a time convenient to both the employee and State Water and prior to the end of January each year except where excluded by subclause 17.3(c) of this Agreement.
- (h) RDOs may be taken:
 - (i) on consecutive working days;
 - (ii) with other periods of authorised leave.

17.3 Restrictions and changes to flexible hours:

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

17.4 Where employment ends, the following arrangements will apply:

- (a) the employee will be paid at the ordinary rate of pay for any banked RDOs and accumulated hours balance on the last day of service;
- (b) where the employee has a flexible hours debit balance on the last day of service, that balance must be deducted from any unpaid salary or from the monetary value of accrued annual leave and long service leave, to the extent permitted by law.

18. Job share arrangements

- 18.1 An employee may seek a job share arrangement by making an application in writing to the employee's supervisor.
- 18.2 When considering the application for a job share arrangement, the supervisor, in conjunction with the Human Resources Manager, will examine the following:
- (a) nature and requirements of the work;
 - (b) delegation of work to employees;
 - (c) effect on co-workers and customer service;
 - (d) method of monitoring and assessing the arrangement.
- 18.3 The supervisor in conjunction with the Human Resources Manager, will consult with the supervisor's manager and approve the application if all affected employees are satisfied that State Water's operational needs can be met after the implementation of the job share arrangement.
- 18.4 If the application is approved, the task assignment, hours of work, duration, details of the arrangement and other terms and conditions must be placed on the employee's personnel file.
- 18.5 The terms and conditions applying to part time employees under this Agreement also apply to a job share arrangement.

19. Make-up time

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

20. Meal breaks

- 20.1 An employee:
- (a) within five hours of starting work, must take an unpaid meal break of at least 30 minutes;
 - (b) may extend the break to one hour;
 - (c) may take more than one hour for the unpaid meal break as long as the employee's supervisor approves and the employee makes up their ordinary hours of work in the fortnight.
- 20.2 An employee may take a paid morning tea break of 10 minutes.
- 20.3 Depending on operational needs and subject to subclause 20.1 (a) above, State Water and the employee may agree to change:
- (a) the timing and duration of meal breaks; and
 - (b) the timing of morning tea breaks.

20.4 Employees working overtime are entitled to a paid meal break of 30 minutes:

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

21. Lactation breaks

- 21.1 This clause applies to employees who are lactating mothers. A lactation break is provided as necessary for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk.
- 21.2 A flexible approach to lactation breaks, including the number and duration of breaks, is to be taken within State Water. An employee and their supervisor should reach mutual agreement on the taking of lactation breaks within the scope of flexibility allowed for by this Agreement and the custom and practice of taking breaks within the workplace. When giving consideration to any such requests for flexibility, a supervisor needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 21.3 State Water shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 21.4 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the supervisor and staff employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 21.5 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's breastfeeding helpline service or the public health system.
- 21.6 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may have access to the flexible working hours scheme provided in clause 17, flexible working hours of this Agreement, where applicable.

22. Ordinary hours of work

22.1 Ordinary hours of work are arranged in the following manner:

- (a) ordinary hours of work for all employees covered by this Agreement, other than casual employees, are 36 hours a week;
- (b) the span of hours for a normal working day is 6am to 7pm Monday to Friday; except for shift workers where ordinary hours may span 6am to 7pm each day as per the Shift rosters clause in this Agreement;
- (c) ordinary hours of work may extend up to 10 hours on any one day;

- (d) State Water will establish various arrangements for ordinary hours of work to suit its operational needs.

22.2 Working arrangements may be varied in the following manner:

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

23. Overtime

23.1 Employees may be required to work reasonable overtime to meet the needs of State Water. Employees are not required to work unreasonable hours. An employee may refuse to work overtime where to do so would amount to working unreasonable hours.

23.2 Overtime is the time an employee is directed and authorised to work in excess of:

- (a) 10 continuous hours in any day; or
- (b) 36 ordinary hours a week (as defined in clause 22 - Ordinary hours of work in this Agreement);
- (c) for the purpose of this clause, each day of paid leave taken is to be regarded as a day worked.

23.3 Employees will be paid overtime at overtime rates, except where excluded as per clause 24 - Annualised overtime and flexibility arrangements and clause 53.3 - Pay – transition to the classification structure regarding maintained shift roster and on call payments in this Agreement.

23.4 The following overtime rates apply:

- (a) overtime worked Monday to Friday is paid at time and a half;
- (b) overtime worked on a Saturday is paid at time and half for the first two hours and then double time after that;
- (c) overtime worked on a Sunday is paid at double time;
- (d) overtime worked on a public holiday will be paid at double time and a half;
- (e) employees will be paid for no less than three hours work at the appropriate rate where they work overtime on Saturday, Sunday or a public holiday.

23.5 After completing overtime, an employee will either:

- (a) be released from a return to ordinary duty for a break of 10 consecutive hours, excluding travel, and shall be paid their ordinary hourly rate for any portion of the break which overlaps with their usual starting time; or

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

24. Overtime - Annualised overtime and flexibility arrangements

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

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

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

- (a) Grade 5 will, subject to normal chain of command arrangements applying:
 - (i) retain accountability for the assets under their control whether or not they are on site except when the employee is on leave;
 - (ii) be contactable outside of business hours within reason,
 - (iii) be available to be on call one week in four if required.
- (b) Grade 4 will:
 - (i) be accountable for their own work and the work performed under their direction and supervision; and
 - (ii) be on call one week in four.
- (c) Grade 3 will:
 - (i) be accountable for their own work and the work performed under their direction and supervision; and
 - (ii) be on call one week in three.

24.5 Changes to the arrangements

- (a) short term changes - in emergencies and exceptional climatic and/or dam safety events, employees may be required without notice to move onto a shift roster arrangement. In this event:
 - (i) if the period of change does not exceed two months, the 15% payment under this clause would apply in lieu of payments detailed in the Shift rosters clause and the Allowances – on call/standby allowance clause in this Agreement;

- (ii) if the period of the change continues beyond two months, roster payments would apply retrospectively for the entire period of the change as per the clause Shift rosters and the clause Allowances – on call/standby allowance in this Agreement in lieu of the 15% Annualised overtime and flexibility allowance;
- (b) longer term changes
 - (i) as business needs change, for example due to technological or regulatory change, the conditions of the annualised overtime and flexibility clause may be changed, may cease, employees may move to day work and employees may move to shift work;
 - (ii) if employees are no longer required to work the annualised overtime and flexibility arrangements due to a change in business needs, then the 15% loading would no longer apply;
- (c) State Water will use the consultative mechanisms outlined in this Agreement if a change to these arrangements, or the numbers of employees working these arrangements, or the positions attracting these arrangements is required, including the requirement to move from day work to this annualised overtime and flexibility arrangement or to shift work or any such combination in order to meet business needs;
- (d) employees will be given a minimum of three months' notice before making the change. The change may be implemented earlier by agreement.

25. Recall to work

- 25.1 An employee recalled to work overtime after leaving State Water's premises will be paid for a minimum of three hours' work at the appropriate overtime rates except where excluded in clause 24 - Overtime - Annualised overtime and flexibility arrangements clause and clause 53.3 - Pay – transition to the classification structure regarding maintained shift roster and on call payments in this Agreement. If the job can be completed within a shorter period, the employee need not work the full three hours.
- 25.2 When an employee returns to the place of work more than once on the same day and the first recall to work period overlaps into the next call out period/s, the time is calculated as one continuous period from the start of the first recall until the end of work with the employee being paid for the actual time worked or the three hour minimum (whichever is the greater).
- 25.3 When an employee returns to the place of work on a second or subsequent occasion and a period of three hours has passed since the employee was first recalled, overtime will be paid for the actual time worked for the subsequent periods.
- 25.4 A recall to work excludes time spent travelling between the employee's residence and normal place of work.
- 25.5 An employee recalled to work within three hours of starting ordinary hours of work, will be paid at the appropriate overtime rate from the time of recall to the time of starting those usual hours.
- 25.6 This clause does not apply where the employee:
 - (a) usually returns to State Water's premises to perform a specific job outside the employee's ordinary hours of work; or

- (b) is recalled to work immediately after the end of the employee's ordinary hours of work and the employee has not left State Water's premises, in which case the employee will be paid at the appropriate overtime rate for actual overtime worked.

26. Shift rosters

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

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

26.7 The payment arrangements for shift rosters are as follows:

- (a) an employee working shifts will be paid a shift penalty as follows:
 - (i) six day roster from Monday to Saturday will be paid 8% of base salary;
 - (ii) seven day roster from Monday to Sunday will be paid 12% of base salary;
- (b) for the purpose of calculating the shift penalties listed above the following rates are used:
 - (i) all rostered time worked on a Saturday is paid at time and a half;
 - (ii) all rostered time worked on a Sunday is paid at time and three quarters;
 - (iii) all rostered time worked on public holidays is paid at double time and a half;
- (c) employees will also receive, in addition to the shift penalties included in this clause, the on-call allowance if they are working as part of the call out roster as per the on-call arrangements in this Agreement;
- (d) shift penalties will be treated as part of base salary for superannuation purposes;
- (e) a public holiday falling within the rostered-on period is treated as a normal working day;
- (f) each day of paid leave taken is to be regarded as a day worked for accrual purposes;
- (g) employees who are required to work rosters under this Agreement are entitled to extra annual leave as per the Annual leave clause in this Agreement;
- (h) employees who work directed overtime on a Saturday, Sunday, or public holiday for periods in addition to those compensated by the shift penalties, will be paid for actual hours worked at the appropriate overtime rate as per the overtime clause in this Agreement.

26.8 The working arrangements for shift rosters are as follows:

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

Part E – Leave

27. Annual leave

27.1 Annual leave entitlement

- (a) employees accrue annual leave at the rate of 20 working days a year;
- (b) employees who work west of the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1973* (N S W) before its repeal and as per the map included at [Schedule 4](#) of this Agreement accrue additional annual leave as follows:
 - (i) five working days a year;
 - (ii) employees entitled to this additional annual leave can elect at any time to cash out this additional accrued annual leave;
 - (iii) this additional annual leave must be used by 31 May of the financial year in which it is accrued or it will be paid out to the employee by 30 June;
 - (iv) payment for this extra leave excludes leave loading and shift penalties;
- (c) part time employees accrue annual leave on a pro rata basis determined on the average weekly hours worked per leave year;
- (d) annual leave accrues from day to day.

27.2 Annual leave entitlement for shift workers

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

27.3 Purchased annual leave

- (a) employees, excluding those covered by subclauses 27.1 (b) and 27.2 above, may elect to purchase an extra week's annual leave by reducing their salary by one week per year;
- (b) the additional purchased annual leave must be used by 31 May of the financial year in which it is purchased or it may be paid out to the employee by 30 June;
- (c) payment for this additional purchased annual leave excludes leave loading and shift penalties.

27.4 Taking annual leave

- (a) State Water may shut down operations for two weeks over the Christmas-New Year period and require employees to take annual leave along with public holidays at that time;
- (b) employees must take at least two consecutive weeks annual leave every 12 months. However, State Water may agree on alternative arrangements with the employee;
- (c) with State Water's consent, an employee may elect in any calendar year to take up to 10 days annual leave in single day or part day periods at agreed times;
- (d) where an employee has accrued more than 30 days annual leave the employee, in conjunction with their supervisor, will prepare a leave management plan to assist with the management of that leave for the employee's benefit, while having due regard to State Water's operational needs. As part of this leave management plan, State Water may elect to buy back any purchased annual leave;
- (e) Where an employee does not agree to a leave management plan or does not comply with a leave management plan State Water may instruct the employee to take annual leave or the employee may request to cash out annual leave to bring the employees leave balance down to 20 days where:
 - (i) each instruction to take leave or request to cash out a particular amount of paid annual leave must be in writing; and
 - (ii) the employee is paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

28. Annual leave loading

28.1 Annual leave loading for all employees, except shift workers, is paid at the rate of 17.5% loading on the ordinary hours rate on a maximum of 20 days annual leave accrued each year.

28.2 Annual leave loading for shift workers is calculated in the following manner:

- (a) for employees working regularly on Sundays or public holidays, the annual leave loading will be calculated on the actual annual leave accrued or on five weeks leave, whichever is the lesser;
- (b) for shift workers who do not regularly work on Sundays or public holidays, payment for the 20 days annual leave and the additional leave accrued by shift workers will include the greater of either:
 - (i) shift allowance and penalties; or
 - (ii) annual leave loading as calculated above for all other employees.

28.3 Annual leave loading payments

- (a) annual leave loading will be paid in the first pay in December each year;

- (b) for the purpose of calculating annual leave loading, the leave year will commence on 1 December each year and end on 30 November of the following year;
- (c) payment of the annual leave loading, as calculated above, will be based on the annual leave accrued during the previous leave year up to and including 30 November;
- (d) except in cases of redundancy, proportionate annual leave loading is not payable on cessation of employment.

29. Agreement holidays

29.1 Employees will be given any day declared as a NSW State-wide public holiday under the New South Wales Public Holidays Act (NSW 2010) as an Agreement holiday with ordinary pay. The following are public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Sunday
- (f) Easter Monday
- (g) Anzac Day
- (h) Queen's Birthday
- (i) Labour Day
- (j) Christmas Day
- (k) Boxing Day

29.2 In addition, employees will be given an extra Agreement holiday with ordinary pay on the first working day after Boxing Day each year.

- (a) the extra Agreement holiday replaces:
 - (i) Union picnic day;
 - (ii) August bank holiday;
 - (iii) Public service holiday; and
 - (iv) any other local holiday;
- (b) an employee who is required to work on the first working day after Boxing Day may take this extra day's leave on another agreed day before the end of February.

- (c) all usual public holiday arrangements apply to this extra holiday. While its offices may be closed on this day, State Water's operational needs must still be met with standby arrangements being put in place.

30. Compassionate leave

- 30.1 An employee is entitled to two days of compassionate leave for each occasion to spend time with a member of their family or household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's family or household.
- 30.2 An employee may take compassionate leave for each occasion as a single continuous two day period or two separate periods of one day each or any separate periods to which the employee and State Water mutually agree.
- 30.3 If an employee, other than a casual employee, takes a period of compassionate leave, State Water will pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
- 30.4 Where possible, and within an hour of the usual starting time, the employee should notify the employee's supervisor or manager of the requirement to take compassionate leave.
- 30.5 The employee may be required to produce satisfactory medical evidence as detailed in State Water's [Sick/Carer's and Compassionate Leave Management Policy](#).

31. Jury service leave

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

32. Leave management

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

33. Leave without pay

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

or a part time basis.

- 33.2 Where an employee is granted leave without pay for a period of up to 10 consecutive working days, the employee will be paid for any public holidays falling within that period.
- 33.3 Where an employee is granted leave without pay amounting in total to no more than five working days in a 12 month period that leave will count as service for accrual of annual leave.
- 33.4 An employee, who has been granted leave without pay, must not engage in employment of any kind during the period of leave without pay without first obtaining State Water's approval.
- 33.5 An employee must take accrued annual leave before seeking leave without pay. However, State Water may make other arrangements with an employee at its discretion.

34. Long service leave

- 34.1 Employees accrue long service leave at the rate of:
 - (a) 44 days paid leave for the first 10 completed years of service with State Water; and
 - (b) 11 days paid leave for each completed year of service after that.
- 34.2 When employment ends an employee is eligible for pro-rata payment of long service leave:
 - (a) after completing at least seven years' service where employment ends for any reason;
 - (b) after completing at least five years' service where employment ends because:
 - (i) State Water ends the employment for any reason other than the employee's serious and wilful misconduct; or
 - (ii) the employee ends the employment due to illness, incapacity or domestic or other pressing necessity; or
 - (iii) the employee has died.
- 34.3 Employees are requested, where possible, to submit a request for long service leave at least four weeks' in advance of the proposed commencement of the long service leave. Applications for long service leave are to be submitted to an employee's manager. In considering the request, State Water is entitled to have regard to the genuine needs of the business.
- 34.4 Payment for long service leave is at the ordinary rate of pay applying at the time of the employee taking leave. Employees may apply for long service leave at:
 - (a) full pay, or
 - (b) double the period of entitlement on half pay, or
 - (c) half the period of entitlement on double pay, or

(d) any combination of the above.

34.5 Long service leave is exclusive of public holidays. Public holidays during long service leave are paid as public holidays and not deducted from the long service leave balance.

35. Military leave

35.1 Under the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent an employee from performing or volunteering to perform, ordinary defence Reserve service.

35.2 In any financial year, State Water will grant military leave on full pay to an employee who is a volunteer part time member of the Australian Defence Forces. This leave is granted to enable the employee to undertake compulsory annual training and to attend schools, classes, instruction courses or compulsory parades conducted by the employee's unit.

35.3 State Water will grant military leave on full pay for up to:

- (a) 24 working days each financial year to members of the Naval and Army Reserves;
- (b) 28 working days each financial year to members of the Air Force Reserve.

35.4 State Water will grant an employee up to one day's special leave each year to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.

35.5 Where the Australian Defence Forces ask an employee to perform extra military service requiring more leave than the entitlement above, State Water may grant the employee additional leave through military leave top-up pay, provided that the total military leave taken does not exceed 36 days in any financial year.

35.6 Military leave top-up pay is the amount by which an employee's ordinary rate of pay, assuming the employee had been at work, exceeds the pay the employee receives as a reservist.

35.7 While military leave top-up pay is being paid:

- (a) the employee continues to accrue sick leave, annual leave and long service leave; and
- (b) State Water continues making superannuation contributions based on the employee receiving their ordinary rate of pay.

35.8 On ending a period of military leave, the employee will supply State Water with a certificate of attendance and the employee's reservist pay details signed by the commanding officer or other responsible officer. The employee may also be required to provide State Water with evidence of military service prior to commencing the period of military leave.

36. Observance of essential religious/cultural obligations

36.1 An employee may use annual leave, long service leave, banked RDOs, or leave without pay to observe:

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

37. Parental leave

- 37.1 After 12 months continuous service with State Water, employees will have access to up to 52 weeks' unpaid parental leave in accordance with the Fair Work Act. During this period an employee may elect:
- (a) to take either 14 weeks' maternity leave on full pay or 28 weeks' maternity leave on half pay;
 - (b) to take either one week paternity leave on full pay or two weeks' paternity leave on half pay;
 - (c) to take either 14 weeks' adoption leave on full pay or 28 weeks' adoption leave on half pay.
- 37.2 An employee may use all or part of any annual leave or long service leave or other paid leave as long as the total period of leave does not exceed 52 weeks.
- 37.3 To assist the employee in reconciling work and parental responsibilities,
- (a) an employee entitled to parental leave may make a request (in writing):
 - (i) for an extension of the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (ii) for an extension of the period of unpaid parental leave for a further continuous period of leave not exceeding 52 weeks;
 - (iii) to return from a period of parental leave on a part time basis until the child reaches school age. Such a request will be made as soon as possible but no less than seven weeks prior to the date the employee is due to return to work from parental leave;
 - (b) State Water will consider the request having regard to the employee's circumstances and provided the request is genuinely based on the employee's parental responsibilities, and may only refuse the request on reasonable grounds related to the effect on the workplace or the business including such grounds as cost, lack of adequate replacement staff, loss of efficiency and the

impact on customer service. State Water's response to the employee will be made in writing.

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

37.5 Communication during parental leave

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

38. Sick/carer's leave

38.1 An employee may take paid sick/carer's leave:

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

38.2 The employee must satisfy the employee's supervisor or manager that an absence is due to personal illness or injury or carer's responsibilities. State Water may request satisfactory medical evidence that would substantiate the reason for leave as detailed in State Water's [Sick/Carer's and Compassionate Leave Management Policy](#). The employee may not be entitled to the leave if the employee fails to provide:

- (a) notice (as soon as practicable) and where possible within an hour of the usual starting time. The employee must notify the employee's supervisor or manager of the illness or injury and how long the employee expects to be off work;
- (b) satisfactory medical evidence (where required and if requested) in the following instances:
 - (i) for all absences of three days or more;
 - (ii) for all absences where five uncertified days sick/carer's leave have been taken for the year;
 - (iii) if an employee is to undergo sick/carer's leave case management;

- 38.3 An employee who has been absent on a long period of sick leave may be required to participate in a return to work program;
- 38.4 If the employee has taken approved sick leave and receives compensation under any Act or law for that period of leave, the employee must reimburse State Water any amounts paid as sick leave.
- 38.5 Sick/carer's leave accrues progressively at the rate of 15 days per year of service.
- 38.6 Any unused accrued sick/carer's leave accumulates each year.

39. Sick leave – illness during annual or long service leave

- 39.1 State Water will re-credit annual leave or long service leave to an employee who suffers sickness or injury whilst on annual or long service leave where the employee:
- (a) for the re-credit of annual leave, produces satisfactory medical evidence outlining the period of illness or injury,
 - (b) for the re-credit of long service leave, produces satisfactory medical evidence outlining the period of illness or injury and the period stated in the medical evidence is five working days or more,
 - (c) the employee has a sufficient sick leave balance from which to debit the period of illness or injury.
- 39.2 Paid sick leave will not be granted during a period of unpaid leave.

40. Special leave

40.1 Special leave for emergency services volunteers

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

- (ii) if a volunteer employee assists in an emergency at a time where it would be unreasonable to expect the employee to report for work at the normal time, the employee will be granted up to one day special leave for rest;
 - (iii) rest periods are in addition to the maximum eight days emergency services volunteers leave provided for in this clause;
- (e) notice to State Water - prior to attending training or an emergency that would require the employee to be absent from work, the employee or their nominee, will notify State Water as follows:
- (i) prior to leaving the workplace if the employee is on duty when called to attend the emergency;
 - (ii) ordinarily within one hour of the employee's usual starting time or as soon as reasonably practicable, of the employee's intention to attend an emergency and the estimated duration of the absence if and/or when known;
 - (iii) at least 48 hours prior to the commencement of the employee's usual working time or sooner where practicable, if required to attend an emergency services training course.
- (f) approval of leave - approval and payment for leave will be subject to:
- (i) notice being given to State Water as per this clause;
 - (ii) written confirmation of attendance from the relevant emergency service group;
 - (iii) State Water's operational requirements.

40.2 Special leave for relocation and living away from home

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

40.3 Special leave for matters arising from domestic violence

- (a) State Water recognises that both male and female employees sometimes experience situations of violence or abuse in their personal life that may affect their attendance or performance at work;
- (b) Leave entitlements provided for in clause 38 - sick/carer's leave of this Agreement, may be used by an employee experiencing domestic violence;
- (c) Where the leave entitlements referred to in subclause 40.3 (b) above are exhausted, State Water may grant special leave;

- (d) State Water will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the police force, a court, a doctor, a domestic violence support service or lawyer;
- (e) Personal information concerning domestic violence will be kept confidential by State Water;
- (f) State Water, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to an employee's work location, telephone number and email address.

40.4 State Water may grant an employee special leave on full pay for other purposes set out in this Agreement or that may arise, including but not limited to:

- (a) emergency accommodation matters, such as attendance at court as a defendant in an eviction action, arranging accommodation, or when required in order to remove furniture and effects as a result of an emergency;
- (b) emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from attending work;
- (c) attendance at court by an employee to answer a charge for a criminal offence, but only if State Water considers the granting of special leave to be appropriate in a particular case;
- (d) attendance at court by an employee who is required as a witness when summonsed by a court but only if State Water considers the granting of special leave to be appropriate in a particular case;
- (e) attendance as a competitor in a major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State; or
- (f) where an employee holds office in local government and is required to perform responsibilities that cannot be scheduled out of working hours such as meetings or conferences, except where the employee holds the position of mayor of a municipal council, president of a shire council or chairperson of a county council.

41. Trade Union leave

41.1 State Water will grant special leave with pay to:

- (a) employees for undertaking accredited work health and safety (WHS) courses or training for WHS Committee members;
- (b) union delegates for undertaking the following activities:
 - (i) annual or biennial conferences of the delegate's Union;
 - (ii) meetings of the union executive, committee of management or councils;
 - (iii) annual conference of Unions New South Wales and the biennial Congress of the Australian Council of Trade Unions;

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

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

- (a) attendance at JCC meetings;
- (b) attendance at WHS meetings and activities as a WHS representative;
- (c) attendance at meetings with State Water requiring an employee to attend in the capacity of union delegate;
- (d) attendance at disciplinary or grievance meetings where an employee requires a delegate to be in attendance;
- (e) giving evidence in court or a similar body on behalf of State Water;
- (f) presenting information about the union to new employees inducted at State Water;
- (g) distributing official information from the delegate's Union at the workplace provided a minimum of 24 hours' notice is given to State Water management, unless otherwise agreed between State Water 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.

41.3 Where union delegates are carrying out on duty union delegate functions as described in subclause 41.2 above, State Water will:

- (a) allow the union delegate reasonable preparation time before attending meetings with management;
- (b) allow for reasonable travel time to and from meetings;
- (c) meet the approved travel and accommodation costs incurred from meetings called by State Water management;
- (d) re-credit any RDO or other leave applied for on the days which on duty union delegate responsibilities are required;
- (e) provide delegates with reasonable access to the following facilities for authorised union activities:
 - (i) telephone, facsimile, e-mail if available;
 - (ii) access to staff noticeboards for material authorised by the delegate's union;
 - (iii) workplace conference or meeting facilities, where available, for meetings with members as agreed with State Water and the delegate's union.

41.4 State Water and the union may enter into an on-loan arrangement allowing a union member to be seconded to the union. This on-loan arrangement is granted subject to:

- (a) the employee not working on State Water-related matters, unless otherwise agreed in advance with State Water;
- (b) the union reimbursing State Water all employee-related costs including salary and on costs such as superannuation, etc although State Water will continue to be responsible for paying the employee while they are on loan;
- (c) written agreement being reached with State Water prior to the commencement of the on-loan arrangement including the details of the on-loan arrangement, duration and the cost reimbursement schedule;
- (d) the on-loan arrangement being kept to a minimum time;
- (e) any application to extend the on-loan arrangement being made in writing to State Water and agreement reached about the arrangement well in advance of the expiry date of the current arrangement;
- (f) On-loan arrangements being considered as service with State Water for the purpose of accrual of leave. The union will advise State Water of any leave taken by the employee while they are on loan;
- (g) State Water granting the on-loan arrangement at its discretion to an employee on a full time or a part time basis subject to State Water's operational requirements.

Part F – Remuneration and other payments

42. Allowances

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

43. Allowances – alternative work/higher duties allowance

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

44. Allowances – on call/standby allowance

- 44.1 Where State Water directs an employee to be on call or on standby for a possible recall to work outside the employee's ordinary hours of work, that employee will be paid the on call allowance set out in [Schedule 2](#) for the time spent on call, except where the employee has been otherwise compensated for being on call as per clause 24 - Annualised overtime and flexibility arrangements in this Agreement.
- 44.2 Where State Water calls out an employee who is on call, the overtime provisions of this Agreement will apply to the time worked.
- 44.3 If on a weekday, weekend or public holiday, an employee is able to resolve a work problem without travelling to the place of work, the work performed will be compensated at the ordinary rate of pay for the actual time worked, calculated to the nearest 15 minutes.
- 44.4 An employee who is on call may leave their place of work, although they must be contactable and able to return within 60 minutes (or 90 minutes in the case of employees on call at Burrinjuck Dam and Menindee Lakes).
- 44.5 An employee who is on call will be provided with a State Water vehicle wherever practicable for responding to call outs, for travel between the employee's residence and place of work and for limited private use of the vehicle with prior approval of the employee's supervisor.

45. Allowances – overtime meal allowance

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

46. Allowances – private motor vehicle use

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

47. Allowances – supervision allowance

- 47.1 An employee named as a supervisor or work site controller and required to supervise the work of other employees, is entitled to be paid a supervision allowance if that responsibility is not already included in the employee's evaluated position description. The named supervisor or work site controller need not necessarily be on site or at the work location at all times.
- 47.2 The applicable rate for this allowance is set out in [Schedule 2](#) of this Agreement.
- 47.3 Where employees of the same classification level are working on a particular job and each receives compensation within their evaluated position for supervising the work of others, State Water may name one of them to be the supervisor. However, that employee is not entitled to an extra payment for being so named.

48. Classification of positions

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

49. Classification review

- 49.1 Each occupied position is reviewed annually as part of the employee planning and review process or when substantial change occurs to the role. The employee and the employee's manager conduct the review and, if necessary, update the position description.
- 49.2 If the review of an occupied position discloses a substantial change in the role, the manager will arrange for a job evaluation to be completed. The manager will advise the employee promptly of the outcome of the job evaluation process. No incumbent will

have their base salary reduced as a result of their position being re-evaluated.

- 49.3 A job evaluation is also completed when a new position is created.
- 49.4 Any disagreement about a position's classification will be resolved using the consultation process, including employee representation, and if necessary, the grievance resolution process outlined in this Agreement.
- 49.5 Where positions change according to State Water needs, revisions will be made to the position description, evaluation and grades in accordance with subclauses 49.1 to 49.4 above.

50. Pay – base pay rates

- 50.1 Base pay rates and any annual increases to base pay rates covered by this Agreement are set out in [Schedule 1](#) and take effect and are payable from the dates set out in [Schedule 1](#).

51. Pay – how remuneration is paid

- 51.1 Ordinary rate of pay is paid for the current fortnight. Adjustments for overtime, penalties and allowances are paid either currently or a fortnight in arrears.
- 51.2 All payments are made by electronic funds transfer into a bank or other account.
- 51.3 State Water may make deductions from an employee's pay at the written request of that employee where the deduction is principally for the benefit of the employee.
- 51.4 State Water will issue a pay advice for each employee under section 536 of the Fair Work Act.
- 51.5 When an employee's employment ends State Water will pay all amounts due to the employee on or before the employee's next normal pay day.

52. Pay – remuneration packaging

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

53. Pay – salary maintenance

- 53.1 The Salary maintenance arrangements detailed in this clause will not apply to employees joining State Water after 26 April 2012.

53.2 Employees working at State Water prior to 26 April 2012 whose base rate of pay is higher than their grade rate will receive ongoing salary maintenance. These employees will continue to receive wage increases as provided for in the pay – base pay rates clause in this Agreement however, any step increments received will reduce the salary maintenance payment received by the same amount.

53.3 State Water will maintain the payment arrangements for employees who immediately, prior to 26 April 2012 were in receipt of salary maintenance for shift roster and on call payments:

(a) the employee's base salary prior to 26 April 2012 will be maintained and treated as per subclause 53.2 above;

(b) the employee will receive wage increases as provided for in the Pay – base pay rates clause in this Agreement; and

(c) the dollar amount of the employee's salary maintained shift roster and on call payment as at 26 April 2012 will continue to be maintained subject to the following arrangements:

(i) any increases to the employee's base rate of pay through step increments or promotion to higher grades will reduce the salary maintenance amount of the shift roster and on-call payment as described in subclause 53.3(c) above by the same amount;

(ii) the salary maintained shift roster and on-call payment will not be increased or subject to the wage increases at clause 50 - Pay – base pay rates in this Agreement;

(iii) the maintained shift roster and on call payment is subject to the same conditions as described in clause 24 - Overtime - Annualised overtime and flexibility arrangements in this Agreement, except that it is ongoing and cannot be terminated. As such the employee may be required to be on call as per those arrangements and may be required to work 150 hours overtime per annum without further payment, excluding any overtime worked each fortnightly pay period above 20 hours;

(iv) where the shift roster payment is reduced (as described in subclause 53.3(c)(i) above), the 150 hours overtime and the 20 hours overtime cap per fortnightly pay period will be reduced by the same proportion that the maintained shift roster payment is reduced. This means that the amount of overtime the employee may be required to work to retain the maintained shift roster and on-call payment will be reduced. This reduction in overtime that may be required to be worked will be calculated as follows:

New salary maintenance amount X 150 hrs overtime

Old salary maintenance amount

(v) if the employee is required to work shift roster arrangements at any time in the future, the roster payments as per the Shift rosters clause in this Agreement would apply in lieu of the maintained shift roster and on-call payment provided for in this clause. If the employee then comes off those roster arrangements, the maintained shift roster and on call payment in this clause would then be reinstated.

54. Travel – payments for travelling time

- 54.1 When an employee travels on official business to a place that is not the employee's normal place of work, the employee will be paid for travelling time at the employee's ordinary rate of pay on an hourly basis.
- 54.2 If it is convenient operationally, State Water may grant an employee time off in lieu at single time instead of paying travelling time. This time in lieu should be taken where practicable on the day after the employee travelled to ensure the employee is adequately rested before starting work.
- 54.3 An employee is not entitled to paid travelling time:
- (a) for travel from home to the normal place of work and return;
 - (b) for any period of travel of less than 30 minutes on any one day;
 - (c) for travel to a new place of work on permanent transfer, if special leave has been granted for the day or days of travel;
 - (d) for the period from 11pm on one day to 7.30am on the next day, if a place to sleep has been provided;
 - (e) for travel not undertaken by the most practical available route and by the most practical and economic means of transport;
 - (f) where the employee's salary includes an all incidents of employment component;
 - (g) for travel overseas.
- 54.4 State Water will ensure the start and finish times, travel times and work health and safety are taken into account when deciding whether to provide overnight accommodation for a travelling employee. Overnight accommodation will not be unreasonably refused when work health and safety issues are raised.

55. Travel – payments for travel-related expenses

- 55.1 In this clause, travel-related expenses are an employee's reasonable travel and associated expenses for authorised official travel which the employee has incurred properly, according to State Water's policy and procedure.
- 55.2 When an employee is required to remain away from home as part of a travelling field based work crew arrangement to perform their normal work, State Water will pay the employee an allowance equal to the Australian Tax Office approved travel allowances:
- (a) for three nights or less in arrears;
 - (b) for more than three nights in advance.
- 55.3 When an employee is required to remain away from home overnight for any reason other than when the employee is part of the travelling field based work crew, State Water may elect to pay:
- (a) an allowance equal to the Australian Tax Office approved travel allowances:

- (i) for three nights or less in arrears;
 - (ii) for more than three nights in advance.
 - (b) for accommodation costs only and an allowance for meals and incidentals equal to the Australian Tax Office approved allowances:
 - (i) for three nights or less in arrears;
 - (ii) for more than three nights in advance.
 - (c) directly for accommodation costs, meals and incidental expenses; or
 - (d) in exceptional circumstances and for travel of less than three days, to pay to the employee in advance a lump sum allowance equal to the Australian Tax Office approved travel allowances.
- 55.4 Where an employee is, or is expected to be, away from home for more than 35 days, State Water may make other arrangements for meeting extra travel-related expenses incurred due to longer absences from home.
- 55.5 An employee who has been issued a corporate card may use the card to pay for travel-related expenses.
- 55.6 State Water will reimburse any actual approved travel-related expenses on production of receipts, or in reliance on any lesser evidence it may choose to accept.
- 55.7 Overnight accommodation for employees should be at least three-star standard.

Part G – Terms of employment and engagement

56. Contract work

- 56.1 State Water will ensure that all tenders for contract work are checked properly to ensure that, if successful, a tenderer would be paying applicable award rates, meeting conditions and complying with applicable laws and State Water's specified standards, including its safe working procedures.
- 56.2 On becoming aware that a contractor or sub-contractor is not complying with any relevant terms of an award, State Water will act promptly to ensure compliance. If the contractor or sub-contractor still fails to comply then State Water will take further steps to ensure compliance, including if appropriate, ending the contract.
- 56.3 Work health and safety
- (a) where a labour hire business and/or a contract business is engaged to perform work wholly or partially on State Water's premises, State Water will, either directly, or through the agency of the labour hire or contract business:
 - (i) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide the employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees.
 - (b) nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* (NSW) or the *Workplace Injury Management and Workers Compensation Act 1998* (NSW).
 - (c) where a grievance arises as to the application or implementation of this clause, the matter will be dealt with as per the [grievance resolution process](#) in this Agreement.

57. Employment – ending employment

57.1 State Water may end the employee's employment by giving written notice according to the table below:

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

If you are more than 45 years of age and have completed at least two years continuous service with State Water, the period of notice in the table is increased by one week.

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

58. Employment – starting employment and probation periods

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

59. Redundancy and relocation

- 59.1 If State Water has to make any position redundant or relocate the position to a different work site, State Water's [Managing Displaced Employee's Policy, Relocation Policy](#) and the consultation process in this Agreement will apply.

59.2 Voluntary redundancy payment

- (a) A voluntary redundancy arises where State Water and a displaced employee or potentially displaced employee agree that their employment ends on an agreed date on the basis that the employee's position has or will become surplus to operational requirements and no acceptable alternative position is available for the employee. A transfer to another NSW Government department or agency with continuity of service is an acceptable alternative position.
- (b) Where employees accept a voluntary redundancy, they are entitled to the following payments:
 - (i) four weeks' notice or payment in lieu of notice.
 - (ii) three weeks' pay per year of continuous service (up to 39 weeks), with pro-rata payments for an incomplete year of service on a quarterly basis.
 - (iii) Pro-rata annual leave loading on any leave balance accrued at the date of termination.
 - (iv) Employees who accept a redundancy offer within two weeks of the offer being made and terminate employment within the nominated time, will be entitled to an additional payment of:
 - A. two weeks' pay if the employee has less than one year of service;
 - B. four weeks' pay if the employee has one to two years continuous service;
 - C. six weeks' pay if the employee has two to three years continuous service;
 - D. eight weeks' pay if the employee has three or more years continuous service.
- (c) Employees over 45 years old and with more than two years of completed service are entitled to an additional one week's notice or payment in lieu of notice.

59.3 Retention period

- (a) Displaced employees are entitled to a 12-month retention period, during which they will receive their normal salary while pursuing redeployment opportunities. The retention period commences from the date of displacement.
- (b) Displaced employees may terminate their employment at any time within the 12-month retention period; however the voluntary redundancy provisions at subclause 59.2 above will apply where an employee leaves during the first six months, and the minimum redundancy entitlements outlined at subclause 59.4 below will apply where the employee leaves in the final six months of the retention period.

59.4 Termination of employment

- (a) Where an employee remains displaced after their 12-month retention period their employment may be terminated by State Water on the ground of redundancy.
- (b) If an employee's employment is terminated by State Water in accordance with this clause, the amount of redundancy pay an employee will receive equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:

Employee's period of continuous service with State Water on termination	Redundancy pay
Less than 1 year	Nil
1 year and more but less than 2 years	4 weeks
2 years and more but less than 3 years	6 weeks
3 years and more but less than 4 years	7 weeks
4 years and more but less than 5 years	8 weeks
5 years and more but less than 6 years	10 weeks
6 years and more but less than 7 years	11 weeks
7 years and more but less than 8 years	13 weeks
8 years and more but less than 9 years	14 weeks
9 years and more but less than 10 years	16 weeks
10 years and more	18 weeks

60. Types of employment – casual employment

60.1 Casual employees are those employees who are engaged intermittently in work of an irregular, occasional or unexpected nature and who could not properly be classified as a full time or part time employee.

60.2 Rates of pay and overtime

- (a) casual employees are engaged and paid by the hour. The hourly rate is calculated by dividing the appropriate weekly ordinary rate of pay by the number of full time ordinary hours worked by an employee in the same classification, plus:
 - (i) 15% to compensate for the disadvantages of casual work and in place of all paid and unpaid leave entitlements, except annual leave and long service leave; and
 - (ii) 8.33% loading in lieu of annual leave;
- (b) casual employees are paid for at least four hours for each engagement, except for casual cleaners who may be engaged for less than four hours for each engagement;
- (c) casual employees receive overtime rates under this Agreement for any time worked over and above the ordinary hours of work for a full time employee.

Overtime payments for casual employees are calculated on the casual employee's rate, i.e. the hourly ordinary rate of pay plus the 15% loading referred to above.

60.3 Leave

- (a) casual employees are entitled to long service leave under the provisions of this Agreement;
- (b) casual employees may take unpaid leave of up to two days per occasion or other period as agreed with State Water for personal carer's leave to care for a family member who is sick or injured and requires care and support, or who requires care due to an unexpected emergency or the birth of a child. In this case:
 - (i) the casual employee must provide satisfactory evidence of the illness of the family member as defined in State Water's [Sick/Carer's and Compassionate Leave Management Policy](#);
 - (ii) in normal circumstances, the casual employee must not take carer's leave where someone else or an institution is providing care for the same person;
 - (iii) where possible, and within an hour of the usual starting time, the casual employee must notify the employee's supervisor or manager of the need to care for an ill family member and how long the employee expects to be off work;
- (c) casual employees may take unpaid leave of up to two days per occasion or other period as agreed with State Water on compassionate grounds such as the death or illness of a close member of the family or a member of an employee's household;
- (d) casual employees are entitled to unpaid parental leave in accordance with the Fair Work Act;
- (e) State Water will not fail to re-engage a casual employee because the employee:
 - (i) accessed the entitlements of unpaid sick/carer's leave; or
 - (ii) the employee or the employee's spouse is pregnant; or
 - (iii) the employee is or has been immediately absent on parental leave.

60.4 Secure employment

- (a) State Water will take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions and by ensuring that casual employees have an opportunity to elect to become full time or part time employees in accordance with clause 60.4(b);
- (b) where a casual employee is engaged on a regular and systematic basis for a calendar period of six months, State Water will, within four weeks of the employee having worked for six months, write to the employee giving them the option to convert their contract of employment to permanent full time or part time employment if the employment is to continue beyond the six month period;

- (c) any casual employee who has a right to elect to convert to permanent employment can write to State Water upon receiving the notice from State Water or after four weeks of becoming eligible to convert to permanent employment if State Water has not yet written to the employee, giving four weeks' notice in writing to State Water that they seek to convert to permanent full time or part time employment;
- (d) within four weeks of receiving such a notice from the employee, State Water will advise the employee if they agree to or refuse the conversion to permanent employment. State Water will not unreasonably refuse the conversion. Where State Water does refuse an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt made to reach agreement;
- (e) any casual employee who does not, within four weeks of receiving written notice from State Water, elect to convert their contract of employment to full time employment or part time employment will be deemed to have decided to remain a casual employee;
- (f) once a casual employee has elected to become and been converted to a permanent full time or part time employee, the employee may only revert to casual employment by written agreement with State Water;
- (g) if a casual employee has elected to have their contract of employment converted to permanent full time or part time employment, State Water and the employee will discuss and agree on:
 - (i) whether the employee will convert to full time or part time employment. Where an employee has worked on a full time basis throughout the period of casual employment, the employee has the right to elect to convert their contract of employment to full time employment and an employee who has worked on a part time basis during the period of casual employment has the right to elect to convert their contract of employment to part time employment based on the same number of hours and times of work as previously worked, unless other arrangements are agreed between State Water and the employee; and
 - (ii) if it is agreed that the employee will become a part time employee, the number of hours and the pattern of hours that will be worked. The terms of the part time employment will be consistent with the conditions of part time work in this Agreement;
- (h) following an agreement being reached, the employee will convert to full time or part time employment;
- (i) an employee will not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause;
- (j) if there is any grievance about State Water's refusal of an election to convert an ongoing casual contract of employment to permanent employment or the arrangements to apply to an employee converting from casual employment to permanent employment, it will be dealt with as far as practicable through the [grievance resolution process](#).

61. Types of employment – part time employment

61.1 Part time employees are those employees working less than 36 hours per week on a

permanent part time basis.

- 61.2 The employee and State Water must agree on the ordinary hours of work at the start of employment. The terms of the agreement must be in writing and may only be varied with the consent of both State Water and the employee.
- 61.3 The ordinary hours must:
- (a) fall within the span of hours applying to a full time employee undertaking the same duties; and
 - (b) be at least four hours for each day worked except for cleaners who may work less than four hours for each day worked depending on State Water's business requirements.
- 61.4 With State Water's agreement, a part time employee may work extra hours:
- (a) at single time up to the number of hours per week worked by full time employees in the same classification. The employee is to receive all pro rata leave entitlements for those extra hours;
 - (b) at overtime rates as per this Agreement for the number of hours worked per week in excess of those worked by full time employees in the same classification.
- 61.5 If the employee regularly works more than the nominated hours, State Water will conduct a review with a view to:
- (a) increasing the nominated hours;
 - (b) converting the position to full time; or
 - (c) converting the position to a job share arrangement.
- 61.6 Part time employees are paid a pro rata salary based on the proportion that their hours bear to those of full time employees in the same classification.
- 61.7 Part time employees receive Agreement conditions and payments on a pro rata basis for annual leave, sick leave, long service leave and all other authorised leave in the proportion that their hours of work bear to those of full time employees in the same classification.
- 61.8 Leave accrues for part time employees in proportion to the number of hours actually worked, up to a maximum of equivalent full time employees ordinary hours of work each week.

62. Types of employment – permanent full time employment

- 62.1 Full time employees are those employees working 36 ordinary hours per week on a permanent basis.

63. Types of employment – temporary employment

- 63.1 Temporary employees are those employees who are engaged on a temporary basis and are not casual employees.

- 63.2 Temporary employees are paid a rate of pay and receive Agreement conditions appropriate to either their full time or part time employment under this Agreement.
- 63.3 State Water may make temporary appointments, in each case for a period of up to 12 months. At the end of that period, State Water will review work requirements relating to the appointment.
- 63.4 Temporary employment must not be used as an alternative to permanent employment.

64. Flexibility clause

- 64.1 State Water and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of State Water and the employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by State Water and the employee.
- 64.2 State Water must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act;
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 64.3 State Water must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of State Water and the employee;
 - (c) is signed by State Water and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

64.4 State Water must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

64.5 State Water or the employee may terminate the individual flexibility arrangement:

(a) by giving no less than 28 days written notice to the other party to the arrangement; or

(b) if the employer and employee agree in writing at any time.

Part H – Schedules

(Schedules 1, 2 and 3 follow)

Schedule 1 - Base rates of pay for 36 hour week

Grades	Points Range*	Step Increments	Base Rates from commencement of this Agreement	Base Rates from 1/7/2015 2.5%
Grade 1	90-119	Step 1	\$ 41,893	\$ 42,940
		Step 2	\$ 45,614	\$ 46,754
		Step 3	\$ 49,334	\$ 50,567
		Step 4	\$ 53,043	\$ 54,369
		Step 5	\$ 56,763	\$ 58,182
Grade 2	120-159	Step 1	\$ 51,050	\$ 52,326
		Step 2	\$ 55,333	\$ 56,716
		Step 3	\$ 59,626	\$ 61,117
		Step 4	\$ 63,929	\$ 65,527
		Step 5	\$ 68,210	\$ 69,915
Grade 3	160-199	Step 1	\$ 56,267	\$ 57,674
		Step 2	\$ 61,199	\$ 62,729
		Step 3	\$ 66,131	\$ 67,784
		Step 4	\$ 71,061	\$ 72,838
		Step 5	\$ 76,003	\$ 77,903
Grade 4	200-259	Step 1	\$ 65,744	\$ 67,388
		Step 2	\$ 71,556	\$ 73,345
		Step 3	\$ 77,390	\$ 79,325
		Step 4	\$ 83,236	\$ 85,317
		Step 5	\$ 89,058	\$ 91,284

Grades	Points Range*	Step Increments	Base Rates from commencement of this Agreement	Base Rates from 1/7/2015 2.5%
Grade 5	260-369	Step 1	\$ 80,098	\$ 82,100
		Step 2	\$ 87,153	\$ 89,332
		Step 3	\$ 94,176	\$ 96,530
		Step 4	\$ 101,242	\$ 103,773
		Step 5	\$ 108,287	\$ 110,994
Grade 6	370-429	Step 1	\$ 93,935	\$ 96,283
		Step 2	\$ 102,189	\$ 104,744
		Step 3	\$ 110,467	\$ 113,229
		Step 4	\$ 118,733	\$ 121,701
		Step 5	\$ 127,000	\$ 130,175
Grade 7	430-519	Step 1	\$ 105,964	\$ 108,613
		Step 2	\$ 115,343	\$ 118,227
		Step 3	\$ 124,699	\$ 127,816
		Step 4	\$ 134,033	\$ 137,384
		Step 5	\$ 143,400	\$ 146,985

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

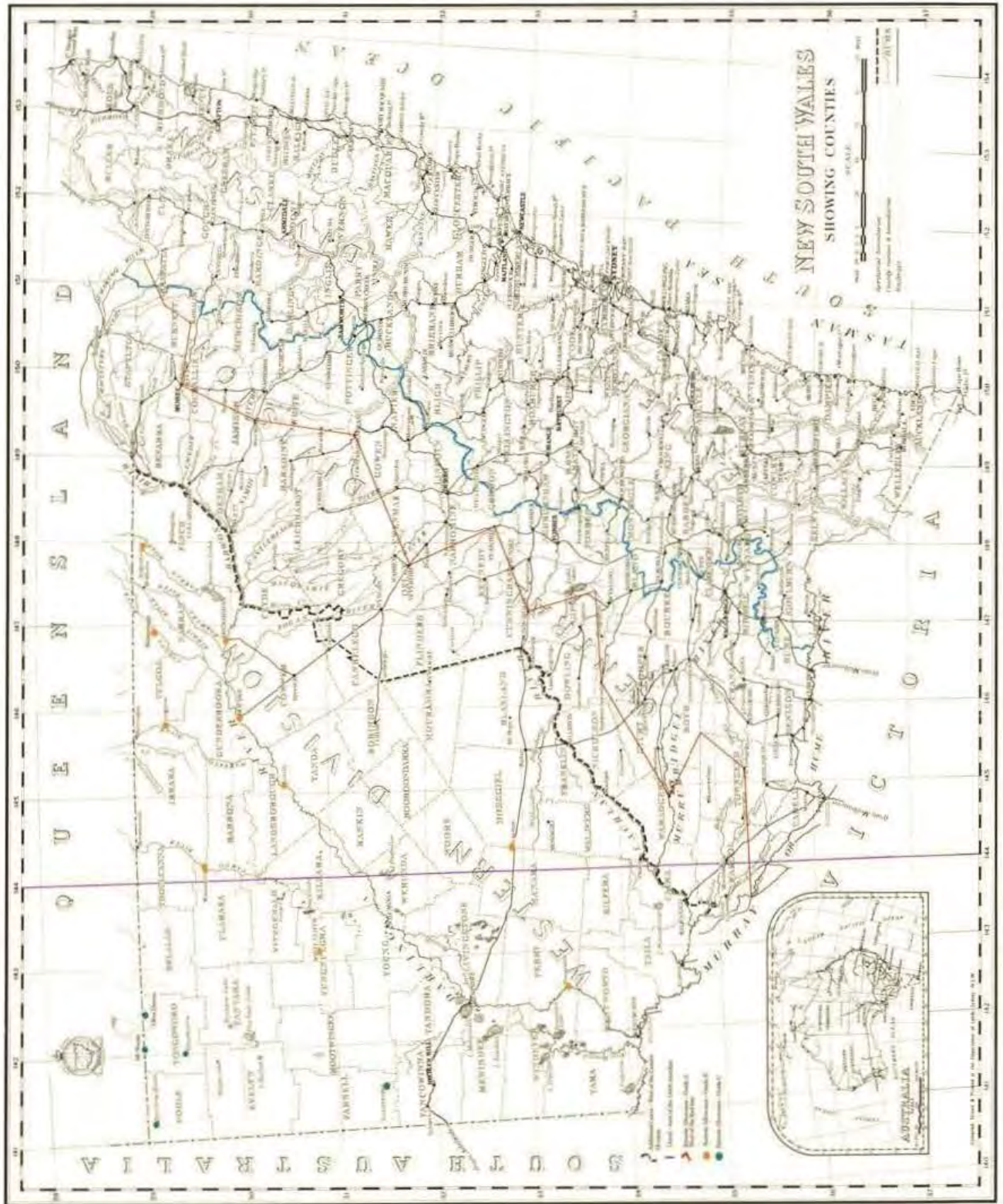
Schedule 2 - Allowances

Item No	Clause No.	Description	Amount	From 1 July 2015
1	56	Incidentals allowance	As per ATO Rates	As per ATO Rates
2	45	On call allowance	\$132 per week	\$135.30 per week
3	46	Overtime meal allowance	As per ATO Rates	As per ATO Rates
4	47	Private motor vehicle use allowance	As per ATO Rates	As per ATO Rates
5	48	Supervision allowance	\$30 per day	\$30.75 per day
6	56	Travelling allowance	As per ATO Rates	As per ATO Rates

Schedule 3 - Step definitions

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

Schedule 4 - Map of the Western and Central Division of NSW



Part I – Signatories

Signed on behalf of State Water Corporation

DAVID HARRIS
Name

CHIEF EXECUTIVE OFFICER
Position


Signature

3 DECEMBER 2014
Date

7 COMMERCIAL AVENUE, DUBBO
Address

Witnessed By:

ROONEY SMITH
Name


Signature

3 DECEMBER 2014
Date

7 COMMERCIAL AVENUE, DUBBO
Address

Signed on behalf of the Australian Workers Union

Name

Position

Signature

Date

Address

Witnessed By:

Name

Signature

Date

Address

Part I – Signatories

Signed on behalf of State Water Corporation

Name _____ Position _____
Signature _____ Date _____
Address _____

Witnessed By:

Name _____
Signature _____ Date _____
Address _____

Signed on behalf of the Australian Workers Union

R. K. COLLISON _____ SECRETARY GREATER NSW BRANCH _____
Name Position
R. K. COLLISON _____ 4 DECEMBER 2014 _____
Signature Date
16-20 GOOD ST GRANVILLE NSW 2142 _____
Address

Witnessed By:

GRAEME BEARD _____
Name
Beard _____ 4 December 2014 _____
Signature Date
16-20 GOOD ST GRANVILLE NSW 2142 _____
Address

Signed on behalf of the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales / the Community and Public Sector Union (SPSF Group) NSW Branch;

Name

Position

Signature

Date

Address

Witnessed By:

Name

Signature

Date

Address

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

GORDON BROCK
Name

DIRECTOR
Position

[Signature]
Signature

5 DECEMBER 2014
Date

LEVEL 1 / 491 KENT ST SYDNEY
Address

Witnessed By:

Nicholas Adams
Name

N. Adams
Signature

5 December 2014
Date

Level 1 / 491 Kent St Sydney
Address