

**Draft WaterNSW Enterprise Agreement
Version 4, issued to Bargaining Group
25 November 2017**

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1. Part A – About this Agreement

1.1 Name

- (a) This Enterprise Agreement is called the WaterNSW Enterprise Agreement 2017(Agreement).

1.2 Coverage and duration

- (a) This Agreement will commence operation on the date that is 7 days after the Agreement is approved in accordance with the Fair Work Act and shall have a nominal expiry date of 30 September 2020. This means the Agreement will apply to WaterNSW and all employees employed in the classifications listed in Schedule 1 of this Agreement.
- (b) The agreement shall continue to apply beyond its nominal expiration date until it ceases to apply to the employees or ceases to operate by virtue of the operation of sections 58, 224 or 227 of the Fair Work Act.
- (c) This Agreement covers:
- (i) WaterNSW ;
 - (ii) all employees employed in the classifications listed in Schedule 1 of this Agreement;

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

- (d) Parties to the Agreement endeavour to commence renegotiation of this Agreement within the twelve months prior to the nominal expiry date;
- (e) No employee will experience a reduction in base pay through the introduction of this Agreement. This includes the value of any legacy allowances that have been incorporated into base pay. In cases where an employee is in receipt of retained grade pay or above grade pay, the same principle applies i.e. there will be no reduction in base pay through the introduction of this Agreement;
- (f) WaterNSW will evaluate all positions for which employees are engaged. All positions evaluated within the points range in Schedule 1 are covered by the Agreement.

1.3 Definitions

- (a) "Employee" means a person
- (i) Employed by WaterNSW
 - (ii) Who performs work in any state or Territory in Australia; and
 - (iii) Who is employed in a position within the points range in Schedule 1 of this agreement. Has the meaning in the Fair Work Act
- (b) "Fair Work Act" means the *Fair Work Act 2009* (Cth).
- (c) "Household member" in relation to an employee, means:

- (i) the employee's spouse, or a de facto spouse or same sex partner who lives with the employee as the employee's de facto partner;
- (ii) any of the following members of the family of the employee or their spouse or de facto spouse or same sex partner:
 - (A) a child or an adult child (including an adopted child, step child, foster child or ex nuptial child);
 - (B) a parent;
 - (C) a grandparent;
 - (D) a grandchild;
 - (E) a brother or sister;
 - (F) any person who lives with the employee
- (d) "FWC" means Fair Work Commission.
- (e) "National Employment Standards" means the National Employment Standards in the Fair Work Act.
- (f) "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.
- (g) "Ordinary rate of pay" means the rate of pay paid for working ordinary hours as within the Position Band or Grade determined in accordance with Schedule 1.
- (h) "Parties" to this agreement shall mean WaterNSW and WaterNSW employees employed under Schedule 1 of this Agreement
- (i) "Settlement Period" means the 4 week period over which an employee records their time and meets their ordinary hours through time worked and approved leave.
- (j) "Span of ordinary hours" means the period between 6:00am until 7:00pm Monday to Friday in which ordinary hours can be worked.
- (k) "The Union" means:
 - (i) The Australian Workers Union, New South Wales branch;
 - (ii) Public Service Association and Professional Officers Association Amalgamated Union of New South Wales / the Community and Public Sector Union (SPSF Group) NSW Branch; and
 - (iii) The Australian Services Union NSW; and
 - (iv) Association of Professional Engineers, Scientists and Managers Australia:

1.4 No extra claims

- (a) During the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by this

Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the FWC or any other industrial tribunal.

- (b) Clause 1.4 does not prevent any proceedings with respect to the interpretation, application or enforcement of existing provisions in this Agreement.
- (c) This Agreement will be monitored by the parties covered to ensure that it is implemented properly. This Agreement may be varied during its term under Part 2-4, Division 7, Subdivisions A and B of the Fair Work Act.

1.5 Principles of this Agreement

- (a) Safety for our employees and the public
- (b) Availability of our employees to serve our customers and communities, matched by a corresponding commitment to flexibility for our employees
- (c) Building a one team culture
- (d) It is seen as fair and equitable when looked at through the eyes of our employees and our customers
- (e) We are rewarding our people for performance and outcomes

1.6 Preventing and eliminating unlawful discrimination

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

2. Part B – Consultation, workplace change and dispute avoidance & settlement resolution

2.1 Consultation – Joint Consultative Committee

- (a) WaterNSW will engage with the established Joint Consultative Committee (**JCC**), employees and appointed representatives to consult on matters pertaining to the employment relationship and the introduction of major changes.
- (b) The functions of the JCC may include:

- (i) discussion on employment relations matters that may be raised by either management or the unions;
 - (ii) consider reports on a range of issues including management reports on relevant materials that would affect the well-being and interests of employees;
 - (iii) The JCC will not become involved in individual matters which should be addressed via the grievance resolution provisions of this agreement, where those processes have commenced.
- (c) The JCC will meet on a quarterly basis.

2.2 Consultation – The Role of Union Delegates

- (a) Subject to operational requirements, union delegates will be released from the performance of their normal duties but be considered to be on duty when required to undertake any of the following activities in their role as delegate:
 - (i) attendance at JCC meetings;
 - (ii) attendance at WHS meetings and activities as a WHS representative;
 - (iii) attendance at meetings with WaterNSW requiring an employee to attend in the capacity of union delegate;
 - (iv) attendance at disciplinary meeting where an employee requires a delegate to be in attendance;
 - (v) attendance at a grievance meeting where an employee requires a delegate to be in attendance;
 - (vi) giving evidence in court or a similar body on behalf of WaterNSW;
 - (vii) presenting information about the union to new employees inducted at WaterNSW;
 - (viii) distributing official information from the delegate's Union at the workplace at an agreed time convenient with WaterNSW management, unless otherwise agreed between WaterNSW and the union delegate. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- (b) Where union delegates are carrying out on duty union delegate functions as described in subclause 2.2 (a) above, WaterNSW will:
 - (i) allow the union delegate reasonable preparation time before attending meetings with management;
 - (ii) allow for reasonable travel time to and from meetings;
 - (iii) meet the approved travel and accommodation costs incurred from meetings called by WaterNSW management;
 - (iv) re-credit any leave applied for on the days which on duty union delegate responsibilities are required;
 - (v) provide delegates with reasonable access to the following facilities for authorised union activities:

- (A) telephone, facsimile, e-mail if available;
- (B) access to staff noticeboards for material authorised by the delegate's union;
- (C) workplace conference or meeting facilities, where available, for meetings with members as agreed with WaterNSW and the delegate's union.

2.3 Consultation process

- (a) Where WaterNSW has made a decision to introduce a major change to production, program, organisation, structure or technology in relation to the organisation which has the likelihood to have a significant effect on its employees; or proposes to introduce a change to rosters or regular hours of work, WaterNSW will notify the relevant employees of the decision.
- (b) Potential major changes include but are not limited to:
 - (i) Redundancy, restructure or redeployment
 - (ii) Introduction of new technology or competencies
 - (iii) Substantial changes to work practise, hours of work or core accountabilities
 - (iv) Change in work location, regular roster or ordinary hours of work
- (c) In instances where this occurs, the following provision will apply.
- (d) As soon as practicable, WaterNSW will ensure they;
 - (i) Notify the relevant employees of the decision to introduce the major change;
 - (A) discuss the changes with the relevant employees and their nominated representative/s;
 - (B) explain the reason behind the change; and
 - (C) outline the effect the change is likely to have on the employees; and
 - (D) outline the measures which will be taken to avert or mitigate the adverse effect of the change on the employees
- (e) For the purposes of the discussion WaterNSW will provide in writing, to the relevant employees all relevant information:
 - (i) about the change including the nature of the change proposed; and
 - (ii) about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (f) WaterNSW will genuinely consider matters raised about the major change by the relevant employees.
- (g) Notwithstanding, nothing prevents the parties from enacting the grievance resolution provisions outlined in this agreement.

(h) WaterNSW will not be required to disclose confidential or commercially sensitive information to relevant employees.

(i)

2.4 Dispute Avoidance and Settlement Resolution

- (a) If a dispute relates to a matter under this agreement, or the National Employment Standards, the parties to the dispute must first attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the relevant supervisor.
- (b) If a resolution to the dispute has not been achieved after discussions have been held in accordance with clause 2.4 (a), the parties to the dispute will endeavour to resolve the dispute in a timely manner either through discussions with more senior levels of management where appropriate or through alternative dispute resolution methods.
- (c) Where the dispute involves confidential or other sensitive information (including issues of harassment, bullying or discrimination) making it impractical or inappropriate for the employee to notify a particular supervisor or manager, they may notify the next appropriate level of management or their human resources representative.
- (d) If discussions at the workplace level do not resolve the dispute, and all appropriate steps have been taken in accordance with clauses 2.3 and 2.4, a party to the dispute may refer the matter to the FWC.
- (e) The FWC may deal with the dispute in two stages:
- (i) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) If the FWC is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties
- (f) Either party to the dispute may nominate or appoint another person, organisation or association to accompany and/or represent them
- (g) 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 WaterNSW to perform other available work at the same workplace or at another workplace, unless:
 - (A) the work is not safe; or applicable work health and safety legislation would not permit the work to be performed; or
 - (B) the work is not appropriate for the employee to perform; or
 - (C) there are other reasonable grounds for the employee to

(D) refuse to comply with the direction.

(h) The parties to the dispute agree to be bound by a decision made by the FWC

3. Part C – Terms of employment and engagement

3.1 Employment – starting employment and probation periods

(a) The employment of all new employees will be subject to a six month probationary period.

3.2 Types of employment – permanent full time employment

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

3.3 Types of employment – part time employment

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

(a) The employee and WaterNSW must agree on the ordinary hours of work at the start of employment which may be varied in accordance with the Clause 4.1 Flexible Work Policy.

(b) A part time employee may be required to work reasonable additional ordinary or overtime hours at the appropriate rate.

(c) Part time employees are paid a pro rata salary based on the proportion that their hours bear to those of full time employees.

(d) Part time employees receive Agreement conditions and payments on a pro rata basis for annual leave, sick leave, long service leave and other authorised leave in the proportion that their hours of work bear to those of full time employees, where pro-rating is relevant..

(e) Leave accrues for part time employees in proportion to the number of hours actually worked, up to a maximum equivalent to full time employee's ordinary hours of work each week.

3.4 Types of employment – casual employment

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

(b) Rates of pay and overtime

(i) Casual employees are engaged and paid by the hour. The hourly rate is calculated by dividing the appropriate weekly ordinary rate by the number of full time ordinary hours worked by an employee in the same classification, plus:

(A) 25% to compensate for the disadvantages of casual work and in place of all paid and unpaid leave entitlements, except long service leave; and

(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 outside the ordinary hours of work for a full time employee.
 - (ii) Overtime payments for casual employees are calculated on the casual employee's rate, i.e. the hourly ordinary rate of pay plus the 25% loading referred to above.
- (c) Leave
- (i) Casual employees are entitled to long service leave under the provisions of this Agreement;
 - (ii) Casual employees may take unpaid leave of up to two days per occasion or other period as agreed with WaterNSW for personal/carer's leave to care for a family member who is 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:
 - (A) the casual employee must provide satisfactory evidence of the illness of the family member as defined in WaterNSW Leave Policy;
 - (B) in normal circumstances, the casual employee must not take carer's leave where someone else or an institution is providing care for the same person;
 - (C) where possible, and within an hour of the usual starting time, the casual employee must notify the employee's supervisor or manager of the need to care for an ill family member and how long the employee expects to be off work;
 - (iii) Casual employees may take unpaid leave of up to two days per occasion or other period as agreed with WaterNSW on compassionate grounds such as the death or illness of a close member of the family or a member of an employee's household;
 - (iv) Casual employees are entitled to unpaid parental leave in accordance with the Fair Work Act;
 - (v) WaterNSW will not fail to re-engage a casual employee because the employee:
 - (A) accessed the entitlements of unpaid personal/carer's leave; or
 - (B) the employee or the employee's spouse is pregnant; or
 - (C) the employee is or has been immediately absent on parental leave.
- (d) Secure employment
- (i) Where a casual employee is engaged on a regular and systematic basis for a calendar period of six months, WaterNSW will, within four weeks of the employee having worked for six months, write to the employee giving them the option to convert their contract of employment to permanent full time or part time employment if the employment is to continue beyond the six month period;
 - (ii) Any casual employee who has a right to elect to convert to permanent employment can write to WaterNSW upon receiving the notice from WaterNSW or after four weeks of becoming eligible to convert to permanent employment if WaterNSW has not yet written to the employee, giving four weeks' notice in writing to WaterNSW that they seek to convert to permanent full time or part time employment;

- (iii) Within four weeks of receiving such a notice from the employee, WaterNSW will advise the employee if they agree to or refuse the conversion to permanent employment. WaterNSW will not unreasonably refuse the conversion. Where WaterNSW does refuse an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt made to reach agreement;
- (iv) Any casual employee who does not, within four weeks of receiving written notice from WaterNSW, elect to convert their contract of employment to full time employment or part time employment will be deemed to have decided to remain a casual employee;
- (v) Once a casual employee has elected to become and been converted to a permanent full time or part time employee, the employee may only revert to casual employment by written agreement with WaterNSW;
- (vi) If a casual employee has elected to have their contract of employment converted to permanent full time or part time employment, WaterNSW and the employee will discuss and agree on:
 - (A) whether the employee will convert to 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. An employee who has worked on a part time basis during the period of casual employment has the right to elect to convert their contract of employment to part time employment based on the same number of hours and times of work as previously worked, unless other arrangements are agreed between WaterNSW and the employee; and
 - (B) if it is agreed that the employee will become a part time employee, WaterNSW and the Employee must agree the number of hours and the pattern of hours that will be worked. The terms of the part time employment will be consistent with the conditions of part time work in this Agreement;
- (vii) Following an agreement being reached, the employee will convert to full time or part time employment;
- (viii) An employee will not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause;
- (ix) If there is any grievance about WaterNSW refusal of an election to convert an ongoing casual contract of employment to permanent employment or the arrangements to apply to an employee converting from casual employment to permanent employment, it will be dealt with as far as practicable through the dispute resolution and settlement process.

3.5 Types of employment – temporary employment

- (a) Temporary employees are those employees who are engaged on a temporary basis and are not casual employees.
- (b) 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.

3.6 Flexibility

- (a) WaterNSW and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

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- (i) the Agreement deals with one or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) overtime rates;
 - (C) penalty rates;
 - (D) allowances;
 - (E) leave loading; and
 - (ii) the arrangement meets the genuine needs of WaterNSW and the employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (iii) the arrangement is genuinely agreed to by WaterNSW and the employee.
- (b) WaterNSW must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the Fair Work Act;
 - (ii) are not unlawful terms under section 194 of the Fair Work Act; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) WaterNSW must ensure that the individual flexibility arrangement:
- (i) is in writing;
 - (ii) includes the name of WaterNSW and the employee;
 - (iii) is signed by WaterNSW and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (A) the terms of the Agreement that will be varied by the arrangement; and
 - (B) how the arrangement will vary the effect of the terms; and
 - (C) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) WaterNSW must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) WaterNSW or the employee may terminate the individual flexibility arrangement:
- (i) by giving no less than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing at any time.

3.7 Counselling and Discipline

- (a) Counselling and discipline is used under WaterNSW policy to manage unsatisfactory performance. It aims to bring the employee back to acceptable performance by adopting a cooperative problem-solving approach.
- (b) Disciplinary action is used under WaterNSW policy to address misconduct. It aims to return employee conduct to acceptable standards through warnings and/or termination of employment.

3.8 Employment – ending employment

- (a) WaterNSW may end the employee's employment by giving written notice according to the table below:
- (b)

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

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

- (c) WaterNSW may elect to pay the employee in place of notice.
- (d) An employee may end their employment by giving WaterNSW at least 4 weeks written notice, or an agreed shorter period of written notice.
- (e) If the employee fails to give the required written notice, WaterNSW may deduct from the employee's final termination wages an amount equivalent to the wages that would have been earned by the employee in the notice period less any wages earned in the actual period of written notice, if any.
- (f) 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.

3.9 Employment – Redundancy

- (a) Employees in positions made redundant through workplace change will be offered Voluntary Redundancy:
 - (i) Where an employee accepts Voluntary Redundancy they will be entitled to the Voluntary Redundancy Payments; or
 - (ii) Where an employee does not accept Voluntary Redundancy the retention period and Exit or Forced Redundancy payments

as provided for in the NSW Government's Managing Excess Employees Policy 2011 as amended from time to time.

4. Part D – Hours of work

4.1 Flexible working hours

- (a) WaterNSW and employees are committed to working in a flexible manner that meets the reasonable needs of the business and employees. The parties agree the following principles are fundamental to the ongoing success of flexible working hours:
- (i) Mutual accountability for individual and team safety, service levels and contribution
 - (ii) Pro-active communication between individual, team and leader
 - (iii) Arrangements strike a balance between flexibility to meet the employee's professional and personal needs and employee availability to meet service, workload and collaboration needs of the business.
- (b) Eligibility
- (i) Full Time and Part Time employees are eligible to participate in the flexible working hours arrangement
 - (ii) Flexible working hours are not available for employees who work on a shift or roster arrangement;
- (c) Ordinary hours
- (ii) Eligible employees will work their ordinary hours across a 4 week settlement period
 - (iii) Employees participating in flexible working hours arrangement shall work at least 144 hours during the settlement period, this includes any leave the employee may have taken during the period and use of accrued flexible hours.
 - (iv) Flexible time worked in excess of the ordinary hours per period may be accrued for up to 4 days where a genuine service, contribution or output need would be met by the additional time being worked
 - (v) Local or individual arrangements may be agreed between WaterNSW and the affected employees allowing for earlier or later start times to better meet operational needs or employee needs. Agreement to local or individual arrangements will not be unreasonably withheld by the employee or WaterNSW;
- (d) Accrued flexible hours:
- (i) Accrued flexible hours may be taken as leave with the prior approval of WaterNSW.
 - (ii) Accrued flexible hours will be paid at the ordinary rate of pay on termination.
 - (iii) An employee with an accrued annual leave balance of more than 40 days may not take accrued flexible hours until that annual leave balance is reduced to at least 40 days;

4.2 Review and Disputes

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

- (a) A review of the arrangements will be undertaken after 12 months from commencement of this agreement. Employees and managers are encouraged to meet and discuss flexible working hours on a regular basis to ensure the reasonable needs of the employee and WaterNSW are being met
- (b) The WaterNSW Flexible Work Policy may be varied through consultation where a need arises
- (c) The eligibility of employees to participate in Flexible Work is at the convenience discretion of WaterNSW and eligibility will not be unreasonably withheld by WaterNSW
- (d) Clause 2.4 (Dispute Avoidance and Settlement) of this Agreement may be used to resolve disputes arising under this Clause

4.3 Meal breaks

An employee:

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

4.4 Ordinary hours of work

- (a) Ordinary hours of work, other than for shift workers, are arranged in the following manner:
- (b) ordinary hours of work for all employees covered by this Agreement, other than casual employees, are thirty six (36) hours a week;
 - (i) 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 shift rosters clause in this agreement.
 - (A) ordinary hours of work may extend up to 10 hours on any one day, excluding travel time.
- (c) Working arrangements may be varied in the following manner:
 - (i) by an employee with agreement of WaterNSW prior to making any change;
 - (ii) by WaterNSW following consultation and:
 - (A) by agreement between WaterNSW and the majority of employees affected by the change; or

- (B) by giving affected employees at least four weeks' notice before making the change. Change may be implemented earlier by agreement.

4.5 Shift Work

- (a) The working arrangements for shift rosters are as follows:
 - (i) the ordinary working hours for an employee working on a roster, will be 72 hours each fortnight (based on an average of 36 ordinary hours a week);
 - (ii) WaterNSW may set starting and finishing times at each work location between the hours of 6am and 7pm to meet its operational needs;
 - (iii) where practicable, WaterNSW will give at least 48 hours' notice when requiring an employee to change from one shift to another;
 - (iv) if, to meet business needs, WaterNSW needs to change shift arrangements, it will:
 - (A) initiate the consultation process in this Agreement; and
 - (B) give employees at least two weeks' notice before making the change. Shift changes may be implemented earlier by agreement;
 - (C) give employees additional lead time where practicable, before making the change where the employee has carer responsibilities that may impact on their ability to change shift patterns;
 - (D) two weeks' notice to employees will only be waived in an emergency such as a flood, where a short term change or move to shift arrangements may be required without notice to employees to meet business needs;
 - (E) shift changes may include such changes as changing starting and finishing times; changing shift roster systems; changing the number of employees required to work the shift rosters; moving employees to a roster or from a roster; moving employees between different types of roster or work arrangements or other such change.
- (b) WaterNSW may require some employees to work on a regular roster which includes shifts scheduled outside normal business hours of operation to meet its operational needs.
- (c) Shift roster types and arrangements may be added, changed or deleted to meet business needs as they arise.
- (d) The payment arrangements for shift rosters are as follows:
 - (i) For the purpose of calculating shift penalties the following rates are used:
 - (A) all rostered time worked on a Saturday is paid at time and a half;
 - (B) all rostered time worked on a Sunday is paid at time and three quarters;
 - (C) all rostered time worked on public holidays is paid at double time and a half;
- (e) Employees will also receive, in addition to the shift penalties included in this clause, the on-call allowance if they are working as part of the call out roster as per the on-call arrangements in this Agreement.
- (f) Shift penalties will be treated as part of base salary for superannuation purposes.

- (g) A public holiday falling within the rostered-on period is treated as a normal working day.
- (h) Each day of paid leave taken is to be regarded as a day worked for accrual purposes.
- (i) Employees who are required to work rosters under this Agreement are entitled to extra annual leave as per the Annual leave clause in this Agreement.
- (j) Employees who work directed overtime on a Saturday, Sunday, or public holiday for periods in addition to those compensated by the shift penalties, will be paid for actual hours worked at the appropriate overtime rate as per the overtime clause in this Agreement.

4.6 Overtime

- (a) Employees may be required to work reasonable overtime to meet the needs of WaterNSW. Employees are not required to work unreasonable hours. An employee may refuse to work overtime where to do so would amount to working unreasonable hours. An employee may refuse to work overtime where to do so would amount to working unreasonable hours. What is reasonable or unreasonable is decided by a proper consideration of:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances, including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the amount of weekend work performed;
 - (v) the period of notice (if any) WaterNSW gives of the overtime requirement and the employee gives of an intention to refuse it; and
 - (vi) any other relevant matter.
- (b) Overtime is the time an employee is directed and authorised to work in excess of:
 - (i) 10 continuous hours in any day; or
 - (ii) 144 ordinary hours over a Settlement period.
- (c) Employees will be paid overtime at overtime rates, except where excluded by the terms of this Agreement.
- (d) The following overtime rates apply:
 - (i) overtime worked Monday to Friday is paid at time and a half;
 - (ii) overtime worked on a Saturday is paid at time and half for the first two hours and then double time after that;
 - (iii) overtime worked on a Sunday is paid at double time;
 - (iv) overtime worked on a public holiday will be paid at double time and a half;
 - (v) subject to clause 4.8 below, employees will be paid for no less than three hours work at the appropriate rate where they work overtime on Saturday, Sunday or a public holiday.

4.7 Fatigue Management

- (a) An employee
 - (i) will be released from work for 10 consecutive hours after 14 hours of work, including meal breaks, work related travel and workers commute, in any 24 hour period;
 - (ii) Shall be paid at the ordinary rate for any period of the 10 hour break that overlaps with their usual starting time; or
 - (iii) Be required to return to ordinary duty without having the 10 hour break but will be paid at double time until that break is given.
- (b) Stand down provisions
 - (i) Prior to and after each five (5) consecutive days worked on a twelve (12) hour shift, employees must have two (2) rest days (unpaid); or
 - (ii) Be required to return to ordinary duty without having the stand down break but will be paid at double time until that break is given.

4.8 Call Out

- (a) An employee called out and recalled to a WaterNSW work location to work overtime, after leaving a WaterNSW work location, on one or more occasions; between 2 periods of ordinary hours, or on a Saturday, Sunday or Public Holiday will be paid the appropriate overtime rates:
 - (i) for a minimum of 3 hours
 - (ii) time actually worked in excess of 3 hours, including for any subsequent call out/s to work
 - (iii) actual time worked where the call out to work overlaps with the employees usual start time
 - (iv) A call out includes time spent travelling between the employee's location at the time the employee receives the call out and the WaterNSW work location
- (b) An employee called out who is able to complete the work remotely from a WaterNSW work site, will be paid at the appropriate overtime rates as follows:
 - (i) for a minimum of 1 hour
 - (ii) time actually worked in excess of 1 hour, including for any subsequent call out/s to work
 - (iii) actual time worked where the call out to work overlaps with the employees usual start time.
- (c) This clause does not apply where the employee usually returns to WaterNSW premises to perform a specific job outside the employee's ordinary hours of work.

5. Part E – Leave

5.1 Annual leave

- (a) Annual leave entitlement
 - (i) employees accrue annual leave at the rate of 4 weeks per year of service;
 - (ii) employees who work west of the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913 (NSW)* before its repeal and as per the map included at Schedule 5 of this Agreement accrue additional annual leave as follows:
 - (A) five working days a year (**Additional Annual Leave**);
 - (iii) employees entitled to this Additional Annual Leave can elect at any time to cash out this Additional Annual Leave;
 - (iv) this Additional Annual Leave must be used by 30 June of the financial year in which it is accrued or it may be paid out to the employee by 30 September in the subsequent financial year;
 - (v) payment for this Additional Annual Leave excludes leave loading and shift penalties;
 - (vi) part time employees accrue Additional Annual Leave on a pro rata basis determined on the average weekly hours worked per leave year;
- (b) Annual leave accrues from day to day.
- (c) Annual leave entitlement for shift workers
 - (i) Shift workers accrue extra paid annual leave each year as follows:
 - (A) Five working days per year, when working a shift roster Monday to Sunday;
 - (B) A shift worker is entitled to this additional annual leave can elect at any time to cash out this additional accrued leave;
 - (ii) An employee who has worked as a shift worker for a portion of the year will receive the additional leave on a proportionate basis;
 - (iii) Payment for this extra leave includes shift allowance and penalties or annual leave loading, whichever is the greater.
- (d) Purchased annual leave
 - (i) Employees with less than 6 weeks accrued annual leave may elect to purchase up to an additional 4 week's annual leave by reducing their salary by an equivalent amount in accordance with WaterNSW Leave the additional purchased annual leave must be used by 30 June of the financial year in which it is purchased or it may be paid out to the employee by 30 September in the subsequent financial year
 - (ii) The total of accrued annual leave and purchased annual leave will not exceed 8 weeks per year.

- (iii) payment for this additional purchased annual leave excludes leave loading and shift penalties.
 - (iv) An employee who has purchased additional annual leave can elect at any time to cash out such leave.
- (e) Cashing out of annual leave
- (i) In exceptional circumstances, WaterNSW and an employee may agree to cash out annual leave in accordance with WaterNSW Leave Policy the below subclauses;
 - (A) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 5.1 (e).
 - (B) The employee's remaining accrued entitlement to paid annual leave must not be less than 4 weeks.
 - (C) A maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (f) Taking annual leave
- (i) employees must take at least two consecutive week's annual leave every 12 months. However, WaterNSW may agree to alternative arrangements with the employee including where the employee has relevant carer's requirements;
 - (ii) an employee will ensure they complete and submit a proposed leave plan for the next 12 months to the manager where requested by WaterNSW
 - (iii) where an employee elects to take 4 weeks annual leave, the employee shall apply for annual leave at least a month in advance of the date from which they propose to commence the requested leave period
- (g) Payment for annual leave is at the ordinary rate of pay applying at the time of the employee taking leave. Employees may apply for annual leave at:
- (i) full pay, or
 - (ii) half the period of entitlement on double pay where the accrued leave balance following the payment remains at or above 4 weeks.
- (h) Reduction of Excess Annual Leave
- (i) where an employee has accrued more than 6 weeks annual leave, the employee will prepare and submit to WaterNSW a leave reduction plan and associated requests/applications that reduce their leave accrual below 4 weeks. The plan will include 1 or more of the following:
 - (A) Amount of leave to be paid to the employee, ensuring the remaining leave accrual prior to the taking of any leave is at least 4 weeks
 - (B) Dates for taking leave
 - (ii) If an employee does not submit a leave reduction plan and associated requests/applications they may, with 4 weeks' notice, be directed to take 2 weeks leave.

5.2 Annual Leave Loading

- (a) An annual leave loading of 17.5% calculated on the annual leave entitlement will be paid to employees each year.
 - (i) Leave loading will be paid in the first pay period in December
 - (ii) Proportionate leave loading will be paid when an employee leaves employment for any reason other than:
 - (A) where the employee has been dismissed by the employer for serious misconduct;
or

5.3 Public Holidays

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

- (c) an employee who is required to work on the first working day after Boxing Day may take this extra day's leave on another agreed day before the end of February.

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5.4 Compassionate leave

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

Notice and evidence requirements of WaterNSW Leave Policy apply which must comply with NES.

5.5 Jury service leave

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

5.6 Leave without pay

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

5.7 Long service leave

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

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

- (b) When employment ends an employee is eligible for pro-rata payment of long service leave as follows:

- (i) Employees who have completed between five and ten years continuous service and whose employment is terminated:
 - (A) By the employer for any reason other than wilful misconduct; or
 - (B) By the employee due to illness, incapacity, domestic or other pressing necessity; or
 - (C) Due to the death of the employee; or
 - (D) Due to genuine redundancy.
- (c) Payment for long service leave is at the ordinary rate of pay applying at the time of the employee taking leave. Employees may apply for long service leave at:
 - (i) full pay, or
 - (ii) double the period of entitlement on half pay, or
 - (iii) half the period of entitlement on double pay, or
 - (iv) any combination of the above.
- (d) Long service leave is exclusive of public holidays. Public holidays during long service leave are paid as public holidays and not deducted from the long service leave balance.

5.8 Military Leave

- (a) WaterNSW will grant military leave on full pay to an employee who is a volunteer part time member of the Australian Defence Forces for the purposes of undertaking compulsory annual training and to attend schools, classes, instruction courses or compulsory parades conducted by the employee's unit.
- (b) WaterNSW will grant military leave on full pay for up to:
 - (i) 24 working days each financial year to members of the Naval and Army, Reserves; 28 working days each financial year to members of the Air Force Reserve.
- (c) WaterNSW will grant an employee up to one day's special leave each year to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Force.
- (d) Where the Australian Defence Forces ask an employee to perform extra military service requiring more leave than the entitlement above, WaterNSW may grant the employee additional leave through military leave top-up pay, provided that the total military leave taken does not exceed 36 days in any financial year.
- (e) Military leave top-up pay is the amount by which an employee's ordinary rate of pay, assuming the employee had been at work, exceeds the pay the employee receives as a reservist.
- (f) While military leave top-up pay is being paid:
 - (i) the employee continues to accrue sick leave, annual leave and long service leave; and

- (ii) WaterNSW continues making superannuation contributions based on the employee receiving their ordinary rate of pay.
- (g) On ceasing a period of military leave, the employee will supply WaterNSW with a certificate of attendance and the employee's reservist pay details signed by the commanding officer or other responsible officer. The employee may also be required to provide WaterNSW with evidence of military service prior to commencing the period of military leave.
- (h) Where the Australian Defence Forces ask an employee to perform additional military services requiring even more leave than the entitlements in sub-clauses (b) to (f) above, WaterNSW may grant further paid leave. The rate of paid leave will be at the rate of the Employer Support Payment Scheme provided by the Commonwealth Department of Defence as adjusted from time to time. This equates to the average weekly full time adult ordinary earnings which for 2017-2018 is \$1,533.10 per week.

5.9 National Aboriginal and Torres Strait Islander Day

- (a) Employees who identify themselves as Aboriginal and Torres Strait Islander employees are eligible to one day's special leave per annum to participate in National Aboriginal and Torres Strait Islander Day celebrations. An employee who qualifies for this leave may negotiate with their supervisor exactly when the leave will be taken. It may be taken at any time leading up to, during or immediately after NAIDOC week.

5.10 Parental and Primary Carer Leave

5.11 Parental, Primary Carer and Adoption leave

- (a) After 12 months continuous service with WaterNSW, employees will have access to up to 52 weeks' unpaid parental leave in accordance with the Fair Work Act if:
 - (i) The leave is associated with
 - (A) The birth of a child of the employee or the employees spouse or de facto partner;
 - (B) The placement of a child for adoption with the employee;
 - (C) To support the surrogate birth of their child; and
 - (ii) The employee has or will have responsibility for the care of the child.
- (b) During this period an employee may elect:
 - (i) to take either 14 weeks' primary carer leave on full pay or 28 weeks' primary carer leave on half pay;
 - (ii) to take either one week partner leave on full pay or two weeks' partner leave on half pay;
 - (iii) to take either 14 weeks' adoption leave on full pay or 28 weeks' adoption leave on half pay.
- (c) An employee may use all or part of any annual leave or long service leave or other paid leave as long as the total period of leave does not exceed 52 weeks.
- (d) To assist the employee in reconciling work and parental responsibilities,

- (i) an employee entitled to parental leave may make a request (in writing):
 - (A) for an extension of the period of simultaneous unpaid parental leave up to a maximum available parental leave period;
 - (B) for an extension of the period of unpaid parental leave for a further continuous period of leave not exceeding 52 weeks;
 - (C) to return from a period of parental leave on a part time basis. Such a request will be made as soon as possible but no less than seven weeks prior to the date the employee is due to return to work from parental leave;
- (ii) WaterNSW will consider the request having regard to the employee's circumstances and provided the request is genuinely based on the employee's parental responsibilities, and may only refuse the request on reasonable business grounds related to the effect on the workplace or the business including such grounds as cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service. WaterNSW response to the employee will be made in writing.
- (e) Paid leave granted under this clause is counted as service for the purposes of this Agreement.

5.12 Communication during parental leave

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

5.13 Illness and Miscarriage

- (a) An employee is entitled to unpaid special parental leave for a period specified on a medical certificate where:
 - (i) The employee has had a pregnancy related illness;
 - (ii) The employee has been pregnant, and the pregnancy ends within 28 weeks of the employees due date otherwise than by the birth of a living child;
 - (iii) The employee's pregnancy ends due to their child being stillborn, or if their child dies after birth.
- (b) Where an employee:
 - (i) Has been pregnant; and

- (ii) The pregnancy ends within nine weeks of the employees due date, otherwise than by the birth of a living child ; and
 - (iii) The employee was entitled to paid parental leave in relation to the pregnancy, sub clause 5.11 will not apply and the employee will instead retain their entitlement to the paid portion of their parental leave.
- (c) Where an employee has been pregnant and the pregnancy ends due to their child being stillborn or if their child dies after birth, the employee can elect to reduce or cancel their period of unpaid parental leave by giving written notice to the employer. If the pregnant employee is not fit to return to work, the employee may be entitled to paid personal leave or unpaid special maternity leave.

5.14 Personal/Carers leave

- (a) Taking of personal/carers leave
- (i) An employee is entitled to access their accrued personal/carers leave in the following instances:
 - (A) if they are unfit for work because of their own personal illness or injury, or
 - (B) to provide care or support to a member of their family or household, because of a personal illness, injury or unexpected emergency affecting the member.
- (b) Notice of Illness
- The employee must satisfy the employee's supervisor or manager that an absence is due to personal illness or injury or carer's responsibilities. WaterNSW may request satisfactory evidence that would substantiate the reason for leave as detailed in WaterNSW Leave Policy. The employee may not be entitled to the leave if the employee fails to provide:
- (i) notice (as soon as practicable) and where possible within an hour of the usual starting time. The employee must notify the employee's supervisor or manager of the illness or injury and how long the employee expects to be off work;
 - (ii) satisfactory evidence (where required and if previously requested prior to or at the time of notification) in the following instances:
 - (A) for all absences of three days or more;
 - (B) for all absences where five uncertified days sick/carers leave have been taken for the year;
 - (C) if an employee is to undergo sick/carers leave case management
- (c) An employee who has been absent on a long period of sick leave may be required to participate in a Work Health work health plan as part of their transition back to work;
- (d) If the employee has taken approved personal leave and receives compensation under any Act or law for that period of leave, the employee must reimburse WaterNSW any amounts paid as sick leave.
- (e) On commencement an employee will be credited with 2 weeks personal/carers leave

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

5.15 Sick leave – illness during annual or long service leave

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

5.16 Special leave

- (a) Special leave is available to employees in the following circumstances and is uncapped subject to the discretion of WaterNSW.
- (b) Emergency services leave
 - (i) employees who are volunteer members of a recognised emergency service groups may be granted special leave for the purpose of attending training or emergency incidents occurring locally to the employee's normal place of work or home in their capacity as a volunteer in any of these organisations. A maximum of eight days may be taken in any calendar year for this purpose;
 - (ii) declared emergencies;
 - (A) 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;
 - (B) emergency services leave granted for declared emergencies does not count towards the eight day upper limit specified above in this clause;
 - (C) WaterNSW emergencies will take precedence over any other emergencies;
 - (D) rest periods;
 - if a volunteer employee remains on emergency duty for several days, the employee will be granted special leave to allow reasonable time for recovery before returning to work; if a volunteer employee assists in an emergency at a time where it would be unreasonable to expect the employee to report for work at the normal time, the employee will be granted up to one day special leave for rest;

- rest periods are in addition to the maximum eight days emergency services volunteers leave provided for in this clause;
- (E) notice to WaterNSW - prior to attending training or an emergency that would require the employee to be absent from work, the employee or their nominee, will notify WaterNSW as follows:
- prior to leaving the workplace if the employee is on duty when called to attend the emergency;
 - (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;
 - 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:
- notice being given to WaterNSW as per this clause;
 - written confirmation of attendance from the relevant emergency service group;
 - WaterNSW's operational requirements.

5.17 Special leave- relocation and living away from home

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

5.18 Special leave –Domestic violence

- (a) WaterNSW recognises that an employee may experience situations of violence or abuse in their personal life that may affect their attendance or performance at work and will grant up to 10 days per year Special Leave to an employee experiencing domestic violence;
- (b) Additional Special Leave may be granted at WaterNSW discretion to an employee experiencing domestic violence;
- (c) All personal information concerning the matter will be kept confidential.
- (d) WaterNSW, 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.

5.19 Special leave – Other

- (a) WaterNSW may grant an employee special leave on full pay for other purposes set out in this Agreement or that may arise, including but not limited to:
 - (i) emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens an employee's property and/or prevents an employee from attending work;
 - (ii) attendance at court by an employee who is required as a witness when summonsed by a court but only if WaterNSW considers the granting of special leave to be appropriate in a particular case.

6. Part F – Remuneration and other payments

6.1 Allowances

- (a) Allowances are set out in Schedule 3.
- (b) All other allowances previously paid prior to the implementation of this Agreement have either been removed or absorbed into the base pay rates set out in Schedule 1.

6.2 Language Allowance

- (a) An employee who has a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such employees are not:
 - (i) Employed as interpreters and translators; and
 - (ii) Employed in those positions where particular language skills are an integral part of essential requirements of the position,
will be paid an allowance as specified in Item 10 Schedule 3, subject to this clause.
- (b) The base level of the Community Language Assistance Scheme (CLAS) is paid to staff members who:
 - (i) are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - (ii) have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- (c) The higher level of CLAS is paid to employees who meet the requirements for the base level of payment and:
 - (i) are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by WaterNSW ; or
 - (ii) have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

6.3 Higher Duties Allowance

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- (a) To ensure WaterNSW maintains a skilled, innovative, flexible and committed workforce, employees may be required to perform alternative work, where competent to do so, without additional compensation in pay.
- (b) Where an employee is requested to perform work of a higher grade position for a period of:
 - (i) Less than five days, then the employee will not be paid any additional payments;
 - (ii) For a period of greater than five days, the employee will be compensated in accordance with Item 7 Schedule 3 – Allowances;
 - (iii) For a period greater than 30 days, the employee will be temporarily appointed to the position and be entitled to compensation in accordance with item 7 Schedule 3 – Allowances.
 - (A) The temporary rate will be effective from the time the employee is temporarily appointed to the position until the time they cease acting in that position.

6.4 Remote Area Allowances

- (a) Current employees who have historically been eligible and compensated for living in a remote area will retain this allowance at the current rate.
- (b) Current employees who have historically been eligible and compensated for travelling on recreation leave from a remote area in which they are stationed will retain this allowance at the current rate.
- (c) The allowances in 6.4 (a) and (b) are not applicable to any other employee.

6.5 First Aid & Fire Warden Allowance

- (a) First aid training will be made available to all employees.
- (b) Employees who elect to undertake an advanced first aid course, possess a current first aid certificate and are nominated by the employer and agree to undertake first aid duties will be paid an allowance as per item 6 schedule – 3 Allowances
- (c) An employee nominated to act in the capacity of a fire warden will be paid an allowance as per item 6 schedule 3 – Allowances

6.6 Fire Fighting Allowance

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

6.7 Extended Working Away from home Allowance

- (a) Where an employee working on major capital works projects is in the course of their employment required to spend an Extended Period away from their normal place of residence, the employee will be paid the Allowance in Item 9 of Schedule 3 – Allowances.
- (b) For purposes of this clause extended period means 3 months continuous time of ordinary hours

6.8 On call/standby allowance

- (a) Where WaterNSW directs an employee to be on call or on standby for a possible recall to work outside the employee's ordinary hours of work, that employee will be paid the on call allowance set out in item 1 Schedule 3 – Allowances for the time spent on call.
- (b) Where WaterNSW recalls an employee who is on call, the overtime provisions of this Agreement will apply to the time worked.
- (c) If on a weekday, weekend or public holiday, an employee being paid the on-call allowance is able to resolve a work problem without travelling to the place of work, the work performed will be compensated at the overtime rate of pay for the actual time worked, calculated to the nearest 30 minutes
- (d) An employee who is on call will be provided with a WaterNSW vehicle wherever practicable for responding to a recall, for travel between the employee's residence and place of work and for limited private use of the vehicle with prior approval of the employee's supervisor.
- (e) An employee who is on-call in accordance with this clause is not entitled to the benefits of clause 4.8 Call Out

6.9 Overtime meal allowance

Employees, who work overtime after being directed to do so with less than 24 hours' notice, will be paid an allowance for any meal break authorised under this Agreement at the Meal Allowance rates as per the Australian Taxation Office rates.

6.10 Private motor vehicle use allowance

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

6.11 Expense Reimbursement

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

7. Part G - Classification

7.1 Classification of positions

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

7.2 Classification Review

- (a) Each occupied position may be reviewed when substantial change occurs to the role and the position description updated.

- (i) 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.
- (ii) The manager will advise the Employee promptly of the outcome of the job evaluation process.
- (iii) No incumbent will have their base salary reduced as a result of their position being re-evaluated.
- (iv) Any disagreement about a position's classification will be resolved using the consultation process, including employee representation where requested, and if necessary, the grievance resolution process outlined in this Agreement.
- (v) Outcomes of position evaluations will be reported to the JCC on a quarterly basis to facilitate the sharing of information. The JCC may recommend particular position evaluations for review by WaterNSW.
- (vi) JCC representatives will be trained in Mercer CED methodology

7.3 Pay - Pay Ranges and Progression

- (a) The pay rate ranges and any annual increases to pay rate ranges covered by this Agreement are set out in Schedule 1 and take effect and are payable from the dates set out in Schedule 1.
- (b) On commencement of this agreement the ordinary pay rates of employees as at 30 June 2017 will be increased by 2% back dated to 1 July 2017. Other increases to the ordinary rates of pay, other than those for service or performance progression, will be absorbed into the 2% so that employees who received:
 - (i) 1.65% increase on the 1 July 2017 will receive an increase of .35%
 - (ii) 1.99% will receive an increase .01%
 - (iii) 0% increase on the 1 July 2017 will receive an increase of 2%.
- (c) Employee pay progression relative to the pay rate range for their position Grade or Band will be determined in accordance with the Pay Matrices in Schedule 2.
 - (i) Employee performance will be determined each year in accordance with the WaterNSW Performance Review Process.
 - (ii) The Performance Review will be undertaken between July and September each year with any increases in employee pay effective and paid on 1 October in that year

7.4 Team Contribution Bonus

- (a) A Team Contribution Bonus scheme has been established to incentivise all employees covered by this agreement to contribute to the achievement of the measures and targets in each financial year and is detailed in Schedule 2.
- (b) The Team Contribution performance level will be assessed and determined between July and September each year for the previous financial year's performance. Any Team Contribution Bonus payment arising from the assessment will be paid on the 1 October in that year.

- (c) At the start of each performance year WaterNSW will review the Team element of the TCB performance measures and targets for all teams to ensure they are consistent and meaningful in relation to achievability and business performance improvement
- (d) WaterNSW will review the achievement of the Corporate and Team measures and targets for the previous performance year for all teams to ensure extenuating and/or unexpected circumstances arising are taken into account and the TCB remains meaningful for employees and the business.

7.5 Eligibility

- (a) An employee who is on a Performance Improvement Plan and assessed as not improving by 31 August in any year will be determined as “Not Performing” and will be ineligible for a pay increase or Team Contribution Bonus payment.
- (b) Any disagreement about a Performance Improvement Plan in relation to Clause 7.3 will be resolved using the consultation process, including employee representation where requested, and if necessary, the grievance resolution process outlined in this Agreement.
- (c) An employee must still be employed with WaterNSW at the time the Team Contribution Bonus is paid to be eligible to receive the payment.
- (d) An employee must have completed their probation period at the time the pay increase and Team Contribution Bonus is paid to be eligible to receive the increase and a Team Contribution Bonus pro-rated to the portion of the year completed.

7.6 Pay - How remuneration is paid

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

7.7 Pay – remuneration packaging

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

7.8 Salary Sacrificing

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

7.9 Travel – payment for travelling time

- (a) When an employee travels on official business to a place that is not the employee's normal place of work, the employee will be paid for travelling time at the employee's ordinary rate of pay on an hourly basis.
- (b) Where operational requirements can be adequately met, WaterNSW may allow an employee time off in lieu at single time instead of paying travelling time. This time in lieu should be taken where practicable on the day after the employee travelled to ensure the employee is adequately rested before starting work.
- (c) An employee is not entitled to paid travelling time:
 - (i) for travel from home to the normal place of work and return;
 - (ii) for any period of travel of less than 30 minutes on any one day;
 - (iii) for travel to a new place of work on permanent transfer, if special leave has been granted for the day or days of travel;
 - (iv) for the period from 11pm on one day to 7.30am on the next day, if a place to sleep has been provided;
 - (v) for travel not undertaken by the most practical available route and by the most practical and economic means of transport;
 - (vi) travel overseas.

7.10 Travel – payments for travel-related expenses

- (a) In this clause, travel-related expenses are an employee's reasonable travel expenses for authorised official travel which the employee has incurred properly, according to WaterNSW policy and procedure.
- (b) When an employee is required to remain away from home overnight for any reason WaterNSW may elect, in accordance with its Policy and/or Procedure to:
 - (i) Pay accommodation and meal allowances equal to the Australian Tax Office approved travel allowances
 - (ii) Pay or reimburse actual accommodation and meal expenses
 - (iii) When an employee is required to remain away from home as part of a travelling field based work crew arrangement to perform their normal work, WaterNSW will pay the employee an allowance equal to the Australian Tax Office approved travel allowances:

- (A) for three nights or less in arrears;
- (B) for more than three nights in advance.
- (c) Where an employee is, or is expected to be, away from home for more than 35 days, WaterNSW may make other arrangements for meeting extra travel-related expenses incurred due to longer absences from home.

8. PartH – Schedules

(Schedules 1, 2 and 3 follow)

DRAFT

Schedule 1 - Base rates of pay for 36 hour week

Grade	Mercer Points Range	Pay Zone	Year 1 1 July 2017		Year 2 1 October 2018		Year 3 1 October 2019	
			Min	Max	Min	Max	Min	Max
Grade 1	80	Zone 1	\$ 46,660	\$ 47,629	\$ 47,590	\$ 48,589	\$ 48,550	\$ 49,559
		Zone 2	\$ 47,630	\$ 48,599	\$ 48,590	\$ 49,579	\$ 49,560	\$ 50,569
		Zone 3	\$ 48,600	\$ 49,579	\$ 49,580	\$ 50,569	\$ 50,570	\$ 51,579
		Zone 4	\$ 49,580	\$ 50,549	\$ 50,570	\$ 51,559	\$ 51,580	\$ 52,589
	96	Legacy	\$ 50,550	\$ 51,520	\$ 51,560	\$ 52,550	\$ 52,590	\$ 53,600
Grade 2	97	Zone 1	\$ 50,980	\$ 52,039	\$ 52,000	\$ 53,079	\$ 53,040	\$ 54,149
		Zone 2	\$ 52,040	\$ 53,099	\$ 53,080	\$ 54,169	\$ 54,150	\$ 55,249
		Zone 3	\$ 53,100	\$ 54,169	\$ 54,170	\$ 55,249	\$ 55,250	\$ 56,359
		Zone 4	\$ 54,170	\$ 55,229	\$ 55,250	\$ 56,329	\$ 56,360	\$ 57,459
	116	Legacy	\$ 55,230	\$ 56,290	\$ 56,330	\$ 57,420	\$ 57,460	\$ 58,560
Grade 3	117	Zone 1	\$ 56,160	\$ 57,329	\$ 57,290	\$ 58,479	\$ 58,430	\$ 59,649
		Zone 2	\$ 57,330	\$ 58,499	\$ 58,480	\$ 59,669	\$ 59,650	\$ 60,869
		Zone 3	\$ 58,500	\$ 59,669	\$ 59,670	\$ 60,869	\$ 60,870	\$ 62,089
		Zone 4	\$ 59,670	\$ 60,839	\$ 60,870	\$ 62,059	\$ 62,090	\$ 63,299
	140	Legacy	\$ 60,840	\$ 62,010	\$ 62,060	\$ 63,260	\$ 63,300	\$ 64,520
Grade 4	141	Zone 1	\$ 61,470	\$ 63,089	\$ 62,700	\$ 64,349	\$ 63,950	\$ 65,639
		Zone 2	\$ 63,090	\$ 64,699	\$ 64,350	\$ 65,999	\$ 65,640	\$ 67,319
		Zone 3	\$ 64,700	\$ 66,319	\$ 66,000	\$ 67,649	\$ 67,320	\$ 68,999
		Zone 4	\$ 66,320	\$ 67,939	\$ 67,650	\$ 69,299	\$ 69,000	\$ 70,679
	163	Legacy	\$ 67,940	\$ 71,820	\$ 69,300	\$ 73,260	\$ 70,680	\$ 74,720
Grade 5	164	Zone 1	\$ 68,780	\$ 70,589	\$ 70,160	\$ 72,009	\$ 71,560	\$ 73,449
		Zone 2	\$ 70,590	\$ 72,399	\$ 72,010	\$ 73,849	\$ 73,450	\$ 75,329
		Zone 3	\$ 72,400	\$ 74,209	\$ 73,850	\$ 75,699	\$ 75,330	\$ 77,209
		Zone 4	\$ 74,210	\$ 76,019	\$ 75,700	\$ 77,549	\$ 77,210	\$ 79,099
	194	Legacy	\$ 76,020	\$ 80,370	\$ 77,550	\$ 81,980	\$ 79,100	\$ 83,620
Grade 6	195	Zone 1	\$ 77,520	\$ 79,559	\$ 79,080	\$ 81,159	\$ 80,660	\$ 82,779
		Zone 2	\$ 79,560	\$ 81,599	\$ 81,160	\$ 83,239	\$ 82,780	\$ 84,899
		Zone 3	\$ 81,600	\$ 83,639	\$ 83,240	\$ 85,319	\$ 84,900	\$ 87,019
		Zone 4	\$ 83,640	\$ 85,679	\$ 85,320	\$ 87,399	\$ 87,020	\$ 89,149
	246	Legacy	\$ 85,680	\$ 90,580	\$ 87,400	\$ 92,390	\$ 89,150	\$ 94,240
Grade 7	247	Zone 1	\$ 87,500	\$ 89,799	\$ 89,250	\$ 91,599	\$ 91,030	\$ 93,429
		Zone 2	\$ 89,800	\$ 92,099	\$ 91,600	\$ 93,949	\$ 93,430	\$ 95,829
		Zone 3	\$ 92,100	\$ 94,409	\$ 93,950	\$ 96,299	\$ 95,830	\$ 98,219
		Zone 4	\$ 94,410	\$ 96,709	\$ 96,300	\$ 98,639	\$ 98,220	\$ 100,619
	297	Legacy	\$ 96,710	\$ 102,240	\$ 98,640	\$ 104,280	\$ 100,620	\$ 106,370
Band A	298	Zone 1	\$ 93,060	\$ 98,229	\$ 94,930	\$ 100,199	\$ 96,820	\$ 102,199
		Zone 2	\$ 98,230	\$ 103,399	\$ 100,200	\$ 105,469	\$ 102,200	\$ 107,579
		Zone 3	\$ 103,400	\$ 108,569	\$ 105,470	\$ 110,749	\$ 107,580	\$ 112,959
		Zone 4	\$ 108,570	\$ 113,739	\$ 110,750	\$ 116,019	\$ 112,960	\$ 118,339
	368	Legacy	\$ 113,740	\$ 117,880	\$ 116,020	\$ 120,240	\$ 118,340	\$ 122,640
Band B	369	Zone 1	\$ 105,300	\$ 111,149	\$ 107,410	\$ 113,379	\$ 109,560	\$ 115,649
		Zone 2	\$ 111,150	\$ 116,999	\$ 113,380	\$ 119,339	\$ 115,650	\$ 121,729
		Zone 3	\$ 117,000	\$ 122,849	\$ 119,340	\$ 125,309	\$ 121,730	\$ 127,819
		Zone 4	\$ 122,850	\$ 128,699	\$ 125,310	\$ 131,279	\$ 127,820	\$ 133,899
	455	Legacy	\$ 128,700	\$ 133,380	\$ 131,280	\$ 136,050	\$ 133,900	\$ 138,770
Band C	456	Zone 1	\$ 120,060	\$ 126,729	\$ 122,470	\$ 129,269	\$ 124,920	\$ 131,849
		Zone 2	\$ 126,730	\$ 133,399	\$ 129,270	\$ 136,069	\$ 131,850	\$ 138,789
		Zone 3	\$ 133,400	\$ 140,069	\$ 136,070	\$ 142,879	\$ 138,790	\$ 145,729
		Zone 4	\$ 140,070	\$ 146,739	\$ 142,880	\$ 149,679	\$ 145,730	\$ 152,669
	520	Legacy	\$ 146,740	\$ 152,080	\$ 149,680	\$ 155,120	\$ 152,670	\$ 158,220

Schedule 2 – Pay Matrices

Base Pay Increases by Zone and Contribution							
Grade/ Band	Contribution	Base Pay Increase Percentage					Above Range
		Zone 1	Zone 2	Zone 3	Zone 4	Legacy	
Grades 1 to 7	Good	4.2%	3.3%	2.5%	2.0%	2.0%	1.0%
Bands A to C	Brilliant	6.9%	5.5%	4.2%	3.3%	2.7%	1.0%
	Good	4.2%	3.3%	2.5%	2.0%	2.0%	1.0%
	New to Role	2.7%	2.2%	1.7%	1.3%	0.0%	0.0%

Base Pay increases are determined as follows:

Grades 1 to 7

The standard Pay Range for each Grade is divided into four Zones (as detailed in Schedule 1). In addition, each Grade has an associated “Legacy” Zone which is designed to manage historical pay practices

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

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

Review the table in Schedule 1 and identify the relevant Grade for the employee

For that Grade, confirm the Zone Pay Range that the employee’s current Base Pay falls into (for the relevant year of the Agreement)

Review the Schedule 2 Pay Matrix row for “Grades 1 to 7”, and identify the Base Pay Increase Percentage for that Zone

Example: Year One Employee in Grade

Grade: Grade 2

Base Pay: \$53,500.00

Zone: Zone 3 (ie. between \$53,100 Min and \$54,169 Max Pay Rate for Grade 2, Zone 3)

Base Pay Increase: 2.5% (per Matrix % for Grades 1 to 7, Zone 3)

New Base Pay: \$54, 837.50

Bands A to C

The standard Pay Range for each Band is divided into four Zones (as detailed in Schedule 1). In addition, each Band has an associated “Legacy” Zone which is designed to manage historical pay practices.

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

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

Review the table in Schedule 1 and identify the relevant Band for the employee

For that Band, confirm which Zone Pay Range the employee’s current Base Pay falls into (for the relevant year of the Agreement)

Review the Schedule 2 Pay Matrix row for “Bands A to C”, and identify the Base Pay Increase Percentage for the relevant Zone and Contribution combination

Example: Year One Employee in Band

Band: Band A
Base Pay: \$110,000.00
Zone: Zone 4 (ie. between \$108,570 Min and \$113,739 Max Pay Rate for Band A, Zone 4)
Contribution: Good
Base Pay Increase: 2.0% (per Matrix % for “Good” Contribution in Bands A to C, Zone 4)
New Base Pay: \$112,200.00

Schedule 3- Allowances

Item No	Clause No.	Description	From Commencement of this Agreement
1	6.8	On call allowance <ul style="list-style-type: none"> • Mon to Fri • Sat, Sun and Public Holiday 	<ul style="list-style-type: none"> • \$20 per day • \$100 per day
2	6.9	Overtime meal allowance	As per ATO Rates
3	6.10	Private motor vehicle use allowance	As per ATO Rates
4		Travelling allowance	As per ATO Rates
5	6.6	Fire Fighting allowance	\$1.93 per hour
6	6.5	First Aid and Fire Warden allowance	\$20 per week
7	6.3	Higher duties allowance Greater than 5 days, The higher of: Greater than 30 days	<ul style="list-style-type: none"> • 5% of the employees ordinary rate of pay • Minimum entry rate for the position being acted in Temporary arrangement at the agreed rate for the position being acted in
8	6.4	Remote Area allowance Remote Area Recreation Allowance	The rate current at this time The rate current at this time
9	6.7	Extended work away from home	\$75 per week
10	6.2	Language allowance <ul style="list-style-type: none"> • Basic level rate • Higher level rate 	<ul style="list-style-type: none"> • \$1379 per annum • \$2072 per annum

Schedule 4– Team Contribution Bonus Payment Matrices

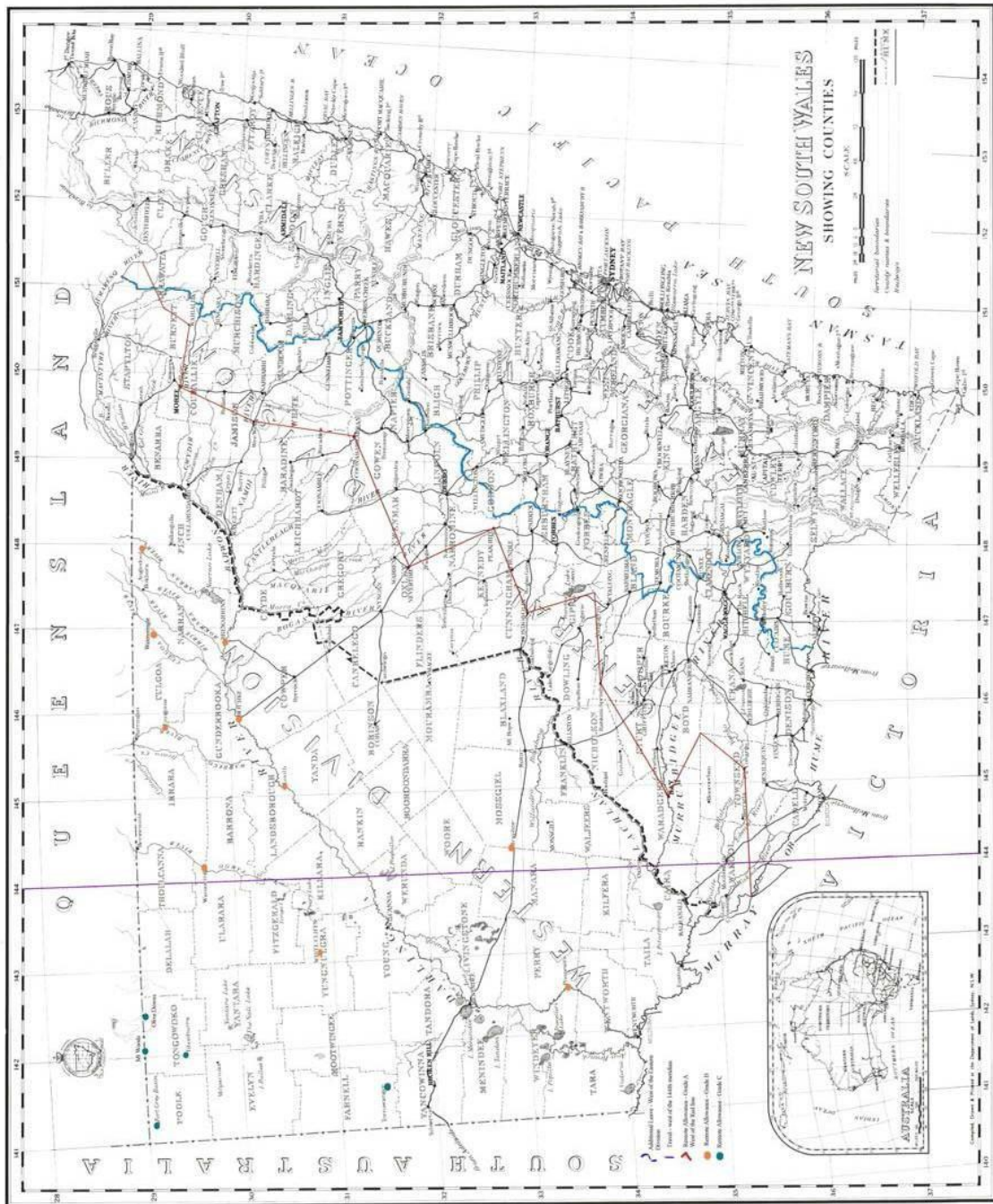
Team Contribution Matrix - Year 1

Contribution Measure	TCB for “not met”	TCB for “partially met”	TCB for “on-target”	Max TCB for Out - performance
Safety	0%	.5%	.8%	1%
Customer Satisfaction (Internal)	0%	.5%	.8%	1%
TOTAL	0%	1%	1.6%	2.0%

Team Contribution Bonus Matrix - Year 2 and Year 3

Contribution Measure*	TCB for “not met”	TCB for “partially met”	TCB for “on-target”	Max TCB for Out - performance
Safety	0%	.4%	.8%	1.0%
Customer Satisfaction (Internal)	0%	.4%	.8%	1.0%
Team (Set by your level 3 leader)	0%	.5%	1.0%	1.2%
Compliance (Online training module)	0%	N/A	.4%	.4%
TOTAL	0%	1.3%	3.0%	3.6%

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



9. Part I – Signatories

Signed on behalf of WaterNSW

Name

Position

Signature

Date

Address

Witnessed By:

Name

Signature

Date

Address

Signed on behalf of the Employees Representative

Name

Position

Signature

Date

Address

Witnessed By:

Name

Signature

Date

Address

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

Name

Position

Signature

Date

Address

Witnessed By:

Name

Signature

Date

Address

Signed on behalf of the Union Representative - PA

Name

Position

Signature

Date

Address

Witnessed By:

Name

Signature

Date

Address

Signed on behalf of the Organiser - AWU

Name

Position

Signature

Date

Address

Witnessed By:

Name

Signature

Date

Address

Signed on behalf of the NSW Secretary - ASU

Name

Position

Signature

Date

Address

Witnessed By:

Name

Signature

Date

Address