

STATE WATER CORPORATION (STORAGES, OPERATIONS AND RIVER INFRASTRUCTURE STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 589 of 2007)

Before Commissioner Ritchie

13 September 2007

REVIEWED AWARD

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2. Title

This Award shall be known as the State Water Corporation (Storages, Operations and River Infrastructure Staff) Award.

3. Definitions

"Asset Officer" means the person delegated the responsibility of maintaining and operating State Water river infrastructure.

"Duty Officer" means the person delegated the responsibility for management of a storage, weir or the water operations functions and is directly accountable for the outcomes.

"Chief Executive Officer" means the Senior Executive Officer in charge of State Water.

"On-Call" means being directed to be available for emergency or other duties outside ordinary working hours.

"Operations Officer" means the person delegated to carry out river operations.

"State Water" means the State Water Corporation as established by the *State Water Corporation Act* 2004.

"Storage Officer" means the person delegated the responsibility of maintaining and operating State Water Storage or Major Weir infrastructure.

"Temporary Storage Officer" means a person who is not employed as a storage, weir or asset officer as part of their normal duties but may be required to act as such and may be delegated responsibility to act as Duty Officer from time to time.

"Union" means Public Service Association of New South Wales and Professional Officers Association Amalgamated Union of New South Wales (PSA).

4. Parties

This award was negotiated between State Water Corporation and the Public Service Association of New South Wales and Professional Officers Association Amalgamated Union of New South Wales (PSA).

5. Conditions of Employment

Except where specifically varied by this award, the conditions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 will apply.

6. Coverage

The provisions of this award will apply to all salaried officers employed within the Water Storage, River Operations and River Infrastructure areas of State Water previously classified as:

Assistant Weir Attendant

Weir Attendant

Assistant Lock Keeper

Lock Keeper

Water Superintendent

Operation Superintendent

Officer in Charge (OIC) Major Storage

Assistant Officer in Charge (2IC) Major Storage

Officer in Charge (OIC) Medium Storage

Assistant Officer in Charge (2IC) Medium Storage

Officer in Charge (OIC) Minor Storage

Assistant Officer in Charge (2IC) Minor Storage

and to those staff employed in the same areas when trained and acting as Temporary Storage Officers (storages and weirs) or Asset Officers.

7. Grading Structure, Classifications and Salaries

Classification	Previous Position Title	New Position Title	Salary at 1/7/07
State Water Officer 1	Assistant Weir Attendant (Hay, Moree, Narrabri, Gogeldrie) Weir Attendant (Lake Cargelligo)	Assets Field Officer (Coastal, Hay, Leeton, Moree, Narrabri, North, Warren, Lake Cargelligo)	Year 1 40,466
			Year 2 42,743
			Year 3 45,188
			Year 4 46,320
			Year 5 47,682
			Year 6 49,012
State Water Officer 2	Assistant Lock Keeper (Euston and Wentworth)	2IC Major Weirs (Euston & Wentworth)	Year 1 49,012
			Year 2 50,356
			Year 3 51,784
			Year 4 53,344
State Water Officer 3	2IC Minor Storage	2IC Minor Ungated Storage (Brogo, Carcoar, Chaffey, Glennies Creek, Lostock, Pindari, Split Rock, Toonumbar, Windamere)	Year 1 50,356
			Year 2 51,784
			Year 3 53,344
			Year 4 55,010
State Water Officer 4	Lock Keeper (Euston and Wentworth)	OIC Major Weirs (Euston & Wentworth)	Year 1 56,701
			Year 2 60,041
			Year 3 61,128
			Year 4 63,056
			Year 5 65,527
State Water Officer 4	2IC Medium Storage	2IC Major Ungated Storage (Blowering & Glenbawn)	Year 1 56,701
			Year 2 60,041
			Year 3 61,128
			Year 4 63,056
			Year 5 65,527
State Water Officer 4	Assistant Lock Keeper	Lowbidgee Assets Officer (Balranald)	Year 1 56,701
			Year 2 60,041
			Year 3 61,128
			Year 4 63,056
			Year 5 65,527
State Water Officer 5	OIC Minor Storage	OIC Minor Ungated Storage (Brogo, Carcoar, Chaffey, Glennies Creek, Lostock, Pindari, Split Rock, Toonumbar, Windamere)	Year 1 66,166
			Year 2 67,448
State Water Officer 5	Lowbidgee Operations Officer	Lowbidgee Operations Officer (Balranald)	Year 1 66,166
			Year 2 67,448

State Water Officer 5	Weir Attendant (Hay, Leeton, Narrabri, Warren, Gogeldrie, Operations Superintendent (Hay) Water Superintendent (Lake Cargelligo)	Senior Assets Officer (Coastal, Hay, Leeton, Moree, Narrabri, North, Warren, Lake Cargelligo)	Year 1 66,166 Year 2 67,448
State Water Officer 6	OIC Medium Storage	OIC Major Ungated Storage (Blowering & Glenbawn)	Year 1 69,468 Year 2 70,862
State Water Officer 6	2IC Major Storage	2IC Major Gated Storage (Burrendong, Burrinjuck, Copeton, Hume, Keepit, Wyangala, Menindee)	Year 1 69,468 Year 2 70,862
State Water Officer 7	Water Superintendent	Operations Officer (Deniliquin, Dubbo, Forbes, Goondiwindi, Moree, Narrabri, Leeton, Warren)	Year 1 71,546 Year 2 74,527 Year 3 76,896
State Water Officer 8	OIC Major Storage	OIC Major Gated Storage (Burrendong, Burrinjuck, Copeton, Hume, Keepit, Wyangala, Menindee)	Year 1 78,427 Year 2 81,414

8. Hours of Work

Except as provided elsewhere in this Award the ordinary working hours shall be thirty eight per week and shall be worked in accordance with the following provisions for a four week work cycle:

- (1) The ordinary working hours shall be worked as a twenty-eight-day, four-week cycle, Monday to Sunday inclusive.

All Storage Officers will work a 10 on 4 off roster of 8.5 hours Monday to Friday and 4 hours rostered on Saturday and Sunday every second weekend. Every second Friday and Monday will be a Rostered Day Off (RDO). These days can be taken at an alternative mutually convenient time or accumulated (banked) up to a maximum of 10 days. An allowance to compensate for penalty rates on Saturdays, Sundays and Public Holidays will be added to the yearly salary for superannuation purposes. The Duty Officer will work the full rostered hours required on Saturdays, Sundays and Public Holidays. All Storage Officers working this roster will receive additional annual leave pursuant to paragraph (g) (6) clause 88 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 (as varied).

All Operations Officers will work an 11 on 3 off roster of 7.6 hours Monday to Friday with 4 hours rostered on Saturday and Sunday every second weekend. Every second Monday will be a Rostered Day Off (RDO). These days can be taken at an alternative mutually convenient time or accumulated (banked) up to a maximum of 10 days. An allowance to compensate for penalty rates on Saturdays, Sundays and Public Holidays will be added to the yearly salary for superannuation purposes. The Duty Officer will work the full rostered hours required on Saturdays, Sundays and Public Holidays. All Operations Officers working this roster will receive additional annual leave pursuant to paragraph (g) (6) of clause 88 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 (as varied).

Those Asset Officers who regularly act in Operations positions will be paid an allowance to compensate for regular overtime worked on weekends and Public Holidays.

- (2) A majority of the employees concerned and the CEO (or the CEO's representative) may mutually agree upon starting and ceasing times between the hours of 6.00 a.m. and 6.00 p.m.
- (3) Provided that the majority of employees and the CEO (or the CEO's representative) agree, an alternative day or days in the four-week cycle may be substituted for the nominated Friday or Monday (the day-off paid as though worked). Where such agreement is reached, all provisions of this Award shall apply as if such day was the prescribed rostered-day-off (RDO).
- (4) Where such nominated Friday, Monday or agreed rostered day off prescribed by sub paragraph (3) falls on a proclaimed public holiday, the next working day shall be taken in lieu of the RDO, unless an alternative day in that four-week cycle (or the next four week cycle) is agreed between the employees concerned and their Manager.
- (5) Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (6) An employee who has not worked, or is not regarded by reason of subclause (5) as having worked, a complete four week cycle shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the RDO or, in the case of termination of employment, on termination.
- (7) The accrued RDO prescribed in subclauses (1), (3) and (4) shall be taken as a paid day off provided that the day may be worked if required by State Water and such work is necessary to allow other employees to be employed productively or to carry out duties outside ordinary working hours or because of unforeseen delays to a particular project of a section of it or for other reasons arising from unforeseen or emergency circumstances. In such cases, subject to the provisions of subclause (8), in addition to accrued entitlements the employee shall be paid overtime at the rates prescribed for Saturday work in clause 10.
- (8) Wherever practicable the provisions of this subclause shall operate in lieu of subclause (7). The accrued RDO prescribed in subclause (1), (3) and (4) shall be taken as a paid day off provided that the day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out duties outside ordinary working hours or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances. In such cases, the employee shall take one paid day off before the end of the succeeding work cycle.
- (9) Notwithstanding the above subclause (1) to (8), the CEO or the CEO's representative may agree to the accumulation of up to 10 Rostered Days Off which may be taken at a time mutually convenient to both but no later than the end of February in each calendar year.

9. Overtime

- (1) A staff member may be directed by the CEO to work overtime, provided it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly their family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work to be performed during overtime, the impact on the operational commitments of the organisation and the effect on customer service.
- (2) Payment for overtime shall be made only where the staff member works directed overtime.

Rates - Overtime shall be paid at the following rates:

- (a) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the ordinary working hours unless local arrangements have been negotiated in terms of clause 8 Hours of Work of this award apply;

- (b) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- (c) Sundays - All overtime worked on a Sunday at the rate of double time;
- (d) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.

A staff member who works directed overtime on a Saturday, Sunday or public holiday, in excess of the times compensated for in subclause (1) Ancillary Payment, of clause 10, Allowances, shall be paid the actual hours worked at the appropriate rate.

- (3) Payment for overtime worked and/or on-call allowance shall not be made under this clause for that proportion of the overtime and/or period of being on-call, if the staff member is eligible to be paid an allowance for overtime and/or on-call allowance under Clause 10 Allowances.
- (4) Call-out

Any staff member who is recalled to duty outside the normal hours of duty will be paid in accordance with subclause (2) above and/or with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

Except in exceptional circumstances as previously agreed in the Call-Outs in Exceptional Circumstances, State Water Policy, self initiated recall to duty will not generate payment. In such an exceptional circumstance or condition initiating a recall to duty, payment will be made.

At no time will any person place themselves or other people in danger by responding to an event with a recall to duty.

10. Allowances

- (1) Ancillary Payment

A payment to compensate for work patterns described in clause 8 being:

4 hours on 23 Saturdays, 4 hours on 24 Sundays, 4 hours on Easter Saturday and 8.5 hours on 5 Public Holidays for Storage and Major Weirs Staff; and;

4 hours on 23 Saturdays, 4 hours on 24 Sundays, 4 hours on Easter Saturday and 7.6 hours on 5 Public Holidays for Operations Officers.

An Ancillary Payment will be paid to those staff required to work the patterns described above at the rate of:

time and one half for all ordinary rostered time worked on a Saturday;

time and one three quarters for all ordinary rostered time worked on a Sunday;

when rostered off on a Public Holiday, ordinary salary plus an additional day's pay;

when rostered on and works on a Public Holiday, ordinary salary plus an additional day's pay at time and one half.

Such payment will be considered to be part of the salary for Superannuation purposes.

- (2) On-Call Allowance

An employee who is directed to be available for emergency or breakdown work shall be designated as being "On Call". An allowance to compensate for being "on-call" for all hours off duty when acting as Duty Officer at the appropriate rate as prescribed in the Crown Employees (Public Service Conditions of

Employment) Reviewed Award 2006 (as varied) will be paid and considered to be part of the salary for Superannuation purposes. Officers when on call may leave their place of work but must be contactable and capable of returning to the site within 1 hour (1½ Hours in the case of Burrinjuck Dam and Menindee Lakes).

(3) Additional Responsibility Allowance

An allowance to compensate for the additional responsibility involved in a major construction or modification project. Such allowance will be within defined guidelines and must be approved in advance by the CEO.

(4) Travelling Allowances and Expenses

The Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 (as varied) will apply. State Water's circulars and written conditions for Meal, Travel and Related Allowances and expenses will apply.

(5) Remote Areas Allowance

The allowance to compensate staff for living in Remote Areas contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 will apply to staff covered by this award.

(6) Isolation Allowance

Staff required to reside on-site will be paid an allowance to compensate for the isolated circumstances. This may also be considered to be part of the salary for Superannuation purposes.

Isolation Category	With dependants Per Annum \$	Without dependants Per Annum \$
Grade 1 Blowering Dam, Hume Dam	264	185
Grade 2 Carcoar Dam, Glenbawn Dam, Tareelaro Weir	443	308
Grade 3 Brogo Dam, Berembled Weir, Burrendong Dam, Burrinjuck Dam, Chaffey Dam, Copeton Dam, Gogelderie Weir, Glennies Ck Dam, Keepit Dam, Lostock Dam, Maude Weir, Menindee Lakes, Pindari Dam, Redbank Weir, Split Rock Dam, Toonumbar Dam, Windamere Dam, Wyangala Dam	622	431

(7) Licence Payments

State Water will reimburse employees for the cost of boat licences or other specialist licences required for the execution of their duties.

(8) Higher Duties

When the CEO directs that the duties of a position which is vacant, or the holder of which is suspended, sick or absent, are to be performed by one or more other members of staff they will be paid by way of Higher Duties Allowance to the higher position in accordance with clause 34 Division 2 Part 5 of the Public Sector Employment and Management (General) Regulation 1996. Provided that they may be paid the Higher Duties Allowance after one day.

11. Temporary Storage Officers

A number of staff will be identified and fully trained as Storage Officers. When they are performing the duties of positions covered by this award, they will be paid by way of Higher Duties Allowance to the higher position in accordance with clause 34 Division 2 Part 5 of the Public Sector Employment and Management (General) Regulation 1996 as if they were salaried officers.

Provided that they may be paid the Higher Duties Allowance after one day.

Provided further that no staff will perform the duties of a Storage Officer unless they are competent in at least Dam Surveillance and Dam Operations.

12. Learning and Development

Training and Accreditation

All staff will participate in good faith in the State Water Training and Accreditation program.

13. Ongoing Award Review

- (1) An Award Review Committee (ARC) will be established to monitor the viability of this award and ensure adherence to the terms contained herein.
- (2) The appropriateness of this award and the clauses contained within to the State Water and the Union will be reviewed by the ARC between nine and twelve months from the date of this award and annually thereafter.
- (3) This award will continue to operate after its nominal expiry date unless State Water or the Union provide one month's notice that it is to expire.
- (4) The ARC will be responsible for initiating and formulating any amendments to be developed and approved to this award, or replacement award.
- (5) An award developed by the ARC under subclause (4) of this clause will replace this award on:
 - (a) the expiry of this award,
 - (b) the date of commencement of such award, or
 - (c) another date,as agreed between State Water and the Union.
- (6) Notwithstanding subclause (5) of this clause, if this award expires without a replacement having been negotiated, then the parties agree to continue to be bound by the conditions of this award, amended to incorporate the current wage and allowance rates specified in clauses 7 and 10.

14. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

15. Secure Employment

(1) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer’s workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(2) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (2)(a), upon receiving notice under paragraph (2)(b) or after the expiry of the time for giving such notice, may give four weeks’ notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (2)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (2)(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; 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 either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her 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 his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(3) Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A “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 employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A “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.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer’s premises shall do the following (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 occupational health and safety consultative arrangements;

- (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide 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; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause (3) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(4) Disputes Regarding the Application of this clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the Grievance and Dispute Settling Procedures of this award.

- (5) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

16. Grievance and Dispute Settling Procedures

- (1) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within State Water Corporation, if required.
- (2) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act, 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the CEO or delegate.
- (4) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the CEO.
- (6) If the matter remains unresolved, the CEO shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member, at any stage, may request to be represented by the Union.
- (8) The staff member, or the Union on their behalf, or the CEO may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- (9) The staff member, Union, and State Water Corporation shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (10) Whilst the procedures outlined in subclauses (1) to (9) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

18. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (State Water - Storages Operations And River Infrastructure Staff) Award published 30 April 2004 (344 I.G. 268) and all variations thereof.

The changes made to the Award pursuant to the award review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on and from 13 September 2007.

The Award will remain in force until varied or rescinded, the period for which it was made having already expired.

D. W. RITCHIE, Commissioner.

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