

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/93

TITLE: Hunter Water Corporation (Operations Employees) Annualised
Wage Enterprise Agreement 1997.

I.R.C. NO: 97/877

DATE APPROVED/COMMENCEMENT: 25 March 1997

TERM: 1 Year

NEW AGREEMENT OR
VARIATION: New Replacing EA20/96

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Operations Employees Levels 1 to 5, Operations
Employee Trainee.

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



ENTERPRISE AGREEMENT

**'HUNTER WATER CORPORATION
(OPERATIONS EMPLOYEES)
ANNUALISED WAGE AGREEMENT 1997**

between

Registered
Enterprise Agreement
Industrial Registrar

HUNTER WATER CORPORATION

and

**HUNTER WATER CORPORATION
EMPLOYEES ASSOCIATION**

ENTERPRISE AGREEMENT

1. Arrangement

Clause No	Subject
1	Arrangement
2	Parties to the Agreement
3	Enterprise
4	Occupations
5	Annualised Wage Rate
6	Excess Hours Bank
7	Operations <ul style="list-style-type: none"> - Hours of Work - Relief - Secondments - Transfers - Roster Operation - General
8	Grievance Procedure
9	Disputes Procedure
10	Scope of Agreement
11	Term of Agreement



Schedule "A"

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

2. Parties to the Agreement

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

3. Enterprise

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



4. Occupations

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

5. Annualised Wage Rate (AWR)

- (i) Operations employees shall, subject to this agreement, be paid on a weekly basis, an annualised wage rate (AWR) as prescribed for their classification in Schedule "A".
- (ii) There will be a single Annualised Wage Rate for each classification level except in Port Stephens for Level 1 and Level 2 classifications.
- (iii) The AWR includes Award/Agreement wage rates and all allowances, standby payments and shift allowances, leave loading, non-taxable benefits (licence refund and telephone allowances) and excess hours payments (to the limit prescribed in Schedule "A" as an excess hours bank).
- (iv) The AWR will be used to calculate weekly pay, and approved leave including sick leave to the extent of 10 days per annum, public holidays, family leave, compassionate, special, termination and superannuation entitlements.

6. Excess Hours Bank (EHB)

- (i) Each employee on the annualised wage rate will have an excess hours bank (EHB).
- (ii) The EHB will be determined by the employee's classification and is listed in Schedule "A".
- (iii) When operations employees are rostered for stand-by and required to work in excess of ordinary hours, they will not be paid for such excess hours worked. These employees will have the actual excess time worked credited against their EHB.
- (iv) When operations employees are rostered for stand-by and are called out to work they will not receive additional payment for time worked on the call out. These employees will have the actual time worked credited against their EHB.

- (v) All operations employees will have an allowance for stand-by credited against their EHB. The stand-by allowance to be credited will be at the following rate:-
- for each week day required to stand-by 1 hour
 - for each Saturday, Sunday or public holiday required to stand-by 8 hours
- (vi) When the credits of excess hours against the individuals EHB exceeds that allocated bank of excess hours, payment will be made at the single time annualised hourly rate specified in Schedule A for the remainder of the 12 month period. At the end of the 12 month period each employees accumulated credits (against their allocated bank of excess hours) will be reset for the start of the new period.
- (vii) Maintenance employees not on standby who are called out between 6pm and 6am on weekdays and anytime on Saturday, Sunday & Public Holidays will be paid for the actual time worked calculated on the base hourly rates as detailed in Schedule A attached (paid at time & a half, double time or 2.5 times as applicable) with the exception of :-
- a) No 4 hour minimum callout, and
 - b) No other allowances. These have been factored into the AWR. and such time will not be credited to their EHB.
- (viii) Any pre-planned work undertaken outside normal working hours will be paid at single annualised wage rate for the actual hours worked and such time will not be credited to their EHB.



Pre-planned work covers the following:-

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

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

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

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

7. Operations

(i) Hours of Work

- (a) All employees may be required to participate in a standby roster except :-
- New trainees after the date of implementation of the Annual Wage Enterprise Agreement
 - Employees currently on light duties
 - Operations Support Employees
- (b) Any alterations to rosters will only be in exceptional circumstances and with the approval of the Field Supervisor.
- (c) Employees not on standby roster in a particular week will work ordinary hours of work (paid at single time AWR) between the span of 7am to 5pm in accordance with the provisions of Industrial Agreement No 7162 (as varied) but subject to clause 7 (vi) (k) meal breaks, of this agreement.

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

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

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

(ii) Relief

- (a) Relief is when an employee is required to work in a higher classification.
- (b) Any employee may be directed to carry out the duties of any position as defined by sub-clause (xiv) of clause 11 in Industrial Agreement No 7162 as varied.
- (c) An employee relieving in another position shall be paid the AWR for that position.
Note: The AWR for Level 1 and 2 employees in Port Stephens includes rostered level 4 relief and level 5 standby in that area.
- (d) EHB adjustments following a period of relief.
1. Employee relieving in another position
 - A Excess hours worked (except where payment has been made for overtime as defined) will be credited to relief employees EHB.
 - B When the relief is required to complete a full standby roster(s) the allocated hours in the employees EHB will be adjusted as per the following example.

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

Level 4	544
Level 1	588

New adjusted bank for level 1 is 566 hours. No adjustment for Level 4 EHB,

ie Level 1 1/2 year as level 1	294 hours
1/2 year as level 4	<u>272 hours</u>
	<u>566 hours</u>

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- C No adjustment will be made to the allocated hours in the employees EHB for relief less than a month.
- D As defined in 6(vi) payment will be made for time worked in excess of the employees allocated bank of hours. Excess hours will be paid at the employees substantive rate (single AWR) with an annual adjustment on a pro-rata basis for relief in a higher classification.
2. Employee being relieved

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

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

Allowances will be made for a reduction in the scheduled number of rosters to be completed if affected by a relief in a higher position or secondment to another area with a higher roster frequency (provided the annual scheduled number of rosters has not been exceeded), eg if an OEL1/2 employee (other than Port Stephens) is required to undertake 7.4 rosters per year and if he undertakes a relief in an OEL4 position and that relief covers a period of his turn on the roster as an OE 1/2 his scheduled number of rosters as an OE 1/2 will be reduced from 7.4 to 6.4.

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

(iii) Secondments

- (a) Secondment is when an employee is required to perform the functions of his own classification in another area.
- (b) Internal secondments within the Operations Business Unit for periods up to 5 days will not attract increased pay. Secondments for 5 days or more will attract the AWR applicable in that area or the employee's substantive AWR whichever is the greater and will be paid for the full period of secondment.

- (c) Employees may be allocated to any depot and work at any location directed irrespective of management boundaries nominated from time to time for orderly distribution of work.

(iv) Transfers

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

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

(v) Roster Operation

- 1 The weekly standby roster is as follows:-
 - a Three (3) Level 5 employees
 - b Three (3) Level 4 employees
 - c Four (4) Level 1/2 employees (one of these Port Stephens)
 - d Two (2) Level 3 employees
- 2 The roster arrangement in Port Stephens will continue ie the allocated employees will work a standby roster of one (1) week in four (4), on average.
- 3 Employees not allocated to Port Stephens will work a standby roster as follows:-

Level 5 one (1) week in three (3), on average
 Level 4 one (1) week in six (6), on average
 Level 3 one (1) week in four (4), on average
 Level 2/1 one (1) week in seven (7), on average
- 4 An employee who undertakes a standby roster in excess of their annual schedule number of rosters at their classification will be compensated under the following arrangement.
 - A. Standby will be paid at their substantive annualised wage rate (AWR). This will be paid at 1 hour each day standby for normal working days and 8 hours each day for weekends or public holidays.
 - B. Overtime worked will be paid at the substantive annualised wage rate (AWR). There will be no additional entitlements for allowances and payment will be made for actual time worked only.
 - C. The following conditions apply:-
 - (i) Swapping of standby rosters because of annual leave, sick leave (less than four weeks continuous duration) will be undertaken as the first priority.

Swapping of standby rosters for OEL5 will be limited to planned absences.

- (ii) Payment will be made after the employee's annual scheduled number of rosters in their classification have been completed.

- 5 When an employee is compensated for undertaking extra standby rosters as detailed above no standby or overtime hours will be credited to their excess hours bank (EHB) for the extra standby rosters.
- 6 If for some reason an employee cannot undertake scheduled part or full time standby duties, volunteers (in that classification) will be sought to undertake the roster. To ensure the number of employees required for the weekly standby roster is maintained as per clause 7(v)1 if there are no volunteers (in that classification) one or more of the employees allocated for the standby roster duties two (2) weeks hence will be required to undertake the standby.

There will be no guarantee that a replacement will be made for any employee who cannot complete part or full turn on the standby roster.

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

Alternatively if there are more appointees to satisfy these average roster frequencies, employees may be required to work a roster turn to make up his number of annual rosters eg Level 2/1 on 1 in 7 roster is required to undertake 7.4 rosters in a year. With 23 Level 2/1 employees in Level 2/1 roster an employee may be required to make up to 7.4 rosters in a year if the situation arises.

- 11 It will be the responsibility of each employee in the Operations Business Unit to make a claim and submit through their Field Supervisor detailing:-
- (i) A reduction of scheduled number of rosters through undertaking relief in a higher position, workers' compensation/sick leave or other approved leave coverage.
- (ii) The exceedance of scheduled number of rosters with a copy of time sheet (overtime) detailing standby and the actual time worked on the standby shift that has exceeded scheduled number.

(vi) General

- (a) There will be no constraints to Operations employees working anywhere within the Corporations area of operations.

- (b) When Operations employees are on standby, the distribution of work outside normal hours will be managed, as far practicable, in an equitable manner.
- (c) The normal provisions regarding weekday standdown will apply to all employees working excess hours.

As a general guide employees would not be expected to work in excess of 16 hours on week days before having a stand down. When approaching 16 hours on any day supervisors should assess whether the job can be completed within a reasonable time frame or whether other employees should be called in.

- (d) Any disputes or grievances arising from the implementation of the AWR and the monitoring of the EHB and scheduled standby rosters will be dealt with in accordance with current grievance handling policy.
- (e) Relief inside/outside the Operations business unit may not be approved if the employee is due for standby.
- (f) The operations roster allowance will be paid only to those employees who are participating in the standby roster arrangements. Employees on selective duties at the date of registration of this Agreement will be deemed not available for the roster.
- (g) Sick leave in excess of 10 days may be paid at the AWR subject to review of each case on its merits.
- (h) Employees on Workers Compensation will be paid at the AWR.
- (i) Employees on the annualised wage rate will receive their pay on a weekly basis.
- (j) In the event that there is any alteration to the existing "area of convenience" structure, which affects the incidence of standby, the parties acknowledge that there will need to be discussions between the Corporation and the Union to resolve the changed circumstances.

- (k) 1. Meal Breaks. Two breaks will be allowed during the day consisting of a 15 minute and 45 minute break. It is expected that the main break (lunch time) should be commenced at or within 6 hours of commencing work. The other break of 15 minutes can be taken prior to the main break but under no circumstances would employees be allowed to leave the job in having this 15 minute break. The same conditions will apply for employees on standby.

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

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

receive additional payment but will have 0.75 hour credited to their EHB.

8. Grievance Procedure - Individual Employees

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

9. Disputes Procedure

- (i) If a question, dispute or difficulty arises between a group of employees and the Corporation the matter must first be raised with the immediate supervisor of the employees concerned in the dispute and if the matter is not resolved at that level the matter shall continue to be discussed between the employees and the next level of management in an endeavour to resolve the matter.
- (ii) The Corporation may require the issues in dispute be advised in writing before discussion takes place on the matter.
- (iii) A reasonable period of time shall be allowed for discussion to take place in an attempt to resolve the dispute.
- (iv) If the matter is not resolved between representatives of the Corporation and the employees the matter may be notified to the Industrial Relations Commission for resolution in accordance with the Act.
- (v) Whilst his procedure is being followed, normal work must continue.
- (vi) The employees may be represented by an accredited representative of the Association.

10. Scope of Agreement

This agreement shall be read in conjunction with Industrial Agreement No 7162 as varied by subsequent agreements, provided that where any inconsistency occurs, this agreement shall prevail to the extent of that inconsistency.

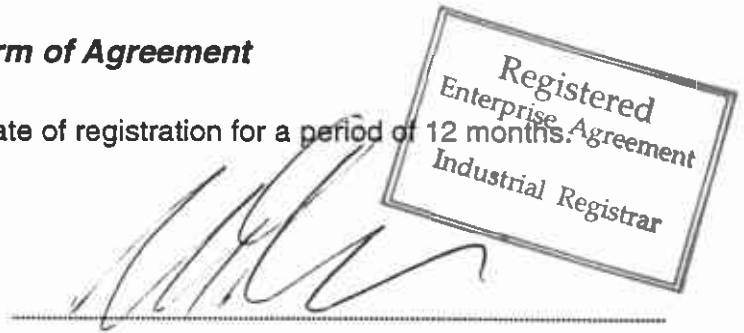
This is a voluntary agreement and was not entered into under duress by any party to it.

This Agreement rescinds and replaces the Hunter Water Corporation (Operations Employees) Annualised Wage Agreement 1995.

11. Term of Agreement

This Agreement shall operate from the date of registration for a period of 12 months.

Signed for and on behalf of the
Hunter Water Corporation Limited



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

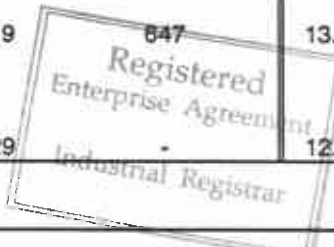


Robert K. Hornack

Schedule "A"

Effective from 10.1.97 to 30.5.97.

Classification	Base Annual Wage \$	Operations Roster Allowance \$	Total Annualised Wage \$	Bank of Excess Hours	Base Hourly Rate \$	Annualised Hourly Rate \$
a) Operations Employee Level 5	31,505	22,298	53,803	860	15.88	27.12
b) Operations Employee Level 4	30,239	15,030	45,269	547	15.24	22.82
c) Operations Employee Level 3	29,039	17,123	46,162	664	14.64	23.27
d) Operations Employee Level 2	27,574	15,155	42,729	589	13.90	21.54
Port Stephens	27,574	15,640	43,214	647	13.90	21.79
e) Operations Employee Level 1	26,644	15,049	41,693	589	13.43	21.02
Port Stephens	26,644	15,775	42,419	647	13.43	21.39
f) Operations Employee Trainee						
New	25,257	4,672	29,929	-	12.73	15.09



Rates of wages from 31.5.97 shall be as follows:

	Base Annual Wage \$	Operations Roster Allowance \$	Total Annualised Wage \$	Bank of Excess Hours	Base Hourly Rate \$	Annualised Hourly Rate \$
1) Operations Employee Level 5	33,080	23,413	54,493	860	16.68	28.48
2) Operations Employee Level 4	31,751	15,782	47,533	547	16.01	23.96
3) Operations Employee Level 3	30,491	17,979	48,470	664	15.37	24.44
4) Operations Employee Level 2	28,953	15,913	44,866	589	14.60	22.62
Port Stephens	28,953	16,422	45,375	647	14.60	22.88
5) Operations Employee Level 1	27,976	15,801	43,777	589	14.10	22.07
Port Stephens	27,976	16,564	44,540	647	14.10	22.45
6) Operations Employee Trainee						
New	26,520	4,905	31,425	-	13.37	15.84