

ENTERPRISE AGREEMENT

NO: E.A. 322 /1994

DATE REGISTERED: 24-8-94

PRICE: \$ 14-00

- ENTERPRISE AGREEMENT -

**"Hunter Water Corporation Salaried Employees'
Special Conditions Agreement"**

between

HUNTER WATER CORPORATION

and

**HUNTER DISTRICT WATER BOARD
EMPLOYEES ASSOCIATION**

ENTERPRISE AGREEMENT

1. Arrangement

<u>Clause No</u>	<u>Subject Matter</u>
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2	Parties to the Agreement
3	Enterprise
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5	Conditions of Employment
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2. Parties to the Agreement

This Agreement is made pursuant to Division 2 of Part 3 of Chapter 2 of the Industrial Relations Act 1991 between the Hunter Water Corporation (an Enterprise employer), the employees, and the Hunter District Water Board 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. Trades and Occupations

The Trades and Occupations subject to this Agreement are all Salaried classifications as prescribed by sub-clause (iv) of Clause 5, and Schedule A, of the Hunter District Water Board (Salaried Employees) Award with the exception of Professional Engineers (who are regulated by Federally registered instruments).

5. Conditions of Employment

(a) Casual Employment:

The Corporation may engage casual employees as follows:-

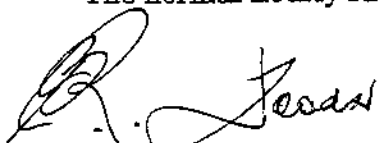
Definition: Casual Employee shall mean an employee engaged on an irregular or on call basis and paid as such.

- (i) A casual employee shall be paid a minimum payment of not less than 4 hours work for each engagement.
- (ii) The span of ordinary hours of work for casual employees shall be from 7 am to 7 pm from Monday to Friday inclusive.
- (iii) The number of hours to be worked on any one day should be worked in one continuous period of not more than five (5) hours without a meal break. Such meal break shall be of 1/2 hour duration and unpaid. Employees shall not be required to take their meal break at the work station.

If employed for seven (7) hours on any one day, the employee will be entitled to morning and afternoon tea breaks of not less than 10 minutes for each break.

- (iv) A casual employee shall be paid a loading of 20% in addition to the normal hourly rate.

The normal hourly rate shall be calculated thus:-



$$\frac{\text{Annual Salary of Classification} \times a}{b \times c}$$

Where:-

- "a" is the number of days in a fortnight, ie 14
- "b" is the number of days in the year, ie 365.25, and
- "c" is the number of hours in a fortnight for 35 hour week employees, ie 70.

The rate of pay calculated as above shall be inclusive of payment in lieu of entitlements to any provisions of:-

Sundays and Public Holidays
 Aborigines National Day
 Blood Donor Leave
 Compassionate Leave
 Fire Fighting Leave
 Jury Service
 Long Service Leave
 Maternity/Adoption Leave
 Military Leave
 Naturalisation Ceremony Leave
 Sick Leave
 Study Assistance
 Trade Union Training Courses

- (v) A casual employee will be paid on the normal pay day or where requested the employee will be paid within seven (7) days of completion of the period of engagement.
- (vi) A casual employee shall be paid at overtime rates for any time worked in excess of 7 hours in any one day, such overtime to be calculated on the loaded base rate for casuals.
- (vii) The working of overtime by a casual employee will be restricted to circumstances where the employee volunteers to work such overtime.

The offer of overtime will be made to regular and temporary employees in preference to a casual employee where it is both appropriate and practicable to do so.

- (viii) At the completion of each engagement, a casual employee will be paid annual leave entitlements calculated at 1/12 of earnings based on the loaded base rate for casuals.

- (ix) Limitations:-

- The total number of hours worked by one or any number of casual employees employed in an identified section/department/business unit/trading business unit or the like shall not exceed 25% of the total hours for the week worked by regular and/or temporary employees engaged in such work places, provided that, such limitations will not prevent the engagement of a casual employee (being the only casual employee in the section) to work in a particular section for a period of up to two (2) weeks duration.

- Casual employees will only be engaged to provide temporary assistance of less than two (2) weeks duration for each engagement and will not be employed to work fixed and regular hours for periods of two (2) weeks or more where temporary employment is available to the Corporation.
- The Association shall be notified in writing on a quarterly basis of the numbers, classifications and sections in which casuals have been employed.

(b) Starting and Finishing Times:

The Corporation may direct an employee to vary his or her starting and finishing times within the span of hours covered by the Hunter District Water Board Salaried Employees Award subject to the employee being given at least seven (7) days notice of the required change.

If requested the employee will be given the reasons for the required changes in writing and nothing in this sub-clause inhibits the employees right at any time to pursue the matter through the grievance handling procedures of this Agreement if the employee considers that the reasons for such direction are harsh, unjust or unreasonable in the circumstances.

Where such a direction is subject to the processes of the grievance handling procedures, the direction will not be effected until those procedures are completed after which the employee concerned will work to the changed working times under protest and allow the matter to proceed further, if necessary.

6. Grievance Procedure - Individual Employees

- (a) 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.
- (b) 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.
- (c) Reasonable time will be allowed for discussion at each level of authority.
- (d) 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.
- (e) While this procedure is being followed normal work must continue.
- (f) The employee may be represented by an accredited representative of the Association.

7. *Disputes Procedure*

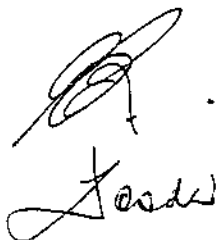
- (a) If a question, dispute or difficulty arises between a group of employees and the Corporation the matter must first be raised with the immediate supervisor of the employees concerned in the dispute and if the matter is not resolved at that level the matter shall continue to be discussed between the employees and the next level of management in an endeavour to resolve the matter.
- (b) The Corporation may require the issues in dispute be advised in writing before discussion takes place on the matter.
- (c) A reasonable period of time shall be allowed for discussion to take place in an attempt to resolve the dispute.
- (d) 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.
- (e) Whilst this procedure is being followed, normal work must continue.
- (f) The employees may be represented by an accredited representative of the Association.

8. *Declaration - Agreement not entered into under duress*

The purposes of this agreement is to regulate partially the terms and conditions of employment of Salaried employees otherwise regulated by the Hunter District Water Board Salaried Employees Award.

The provisions of Clause 5a "Casual Employment" in this agreement will replace the provisions of Clause 4 (iv) "Intermittent Part-time Employment" in the said Award, otherwise the provisions of the Award will apply.

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



A handwritten signature in cursive script, appearing to read 'Leslie', is written below the text.

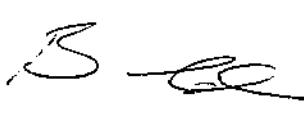
9. Term of Agreement

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


.....
DAVID EVANS (MANAGING DIRECTOR)

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


.....
E B TOBIN (GENERAL SECRETARY)

