

ENTERPRISE AGREEMENT

NO: E.A. 20 /1996

DATE REGISTERED: 5-1-96

PRICE: \$ 18.00

ENTERPRISE AGREEMENT

"HUNTER WATER CORPORATION
(OPERATIONS EMPLOYEES)
ANNUALISED WAGE AGREEMENT 1995"

between

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- 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 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 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 separate Annualised Wage Rate for each classification level in each separate area. (These differences are brought about by different roster arrangements in the different areas).
- (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, 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 area of appointment 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, with the exception of level 3 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

B.S. G.

- (vi) Level 3 employees will be deemed as being on a standby roster and their EHB will be credited 14 hours for each week they are required to standby.
- (vii) 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 to zero for the start of the new period.
- (viii) 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.
- (ix) 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.

- (x) 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.
- (xi) 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.
- (xii) 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

B T A

- Employees currently on light duties
- Operations Support Employees
- Plasterer
- Stormwater Maintenance Employee
- CCTV 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 (v) (l) 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 either in the same area or in another area.
- (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 either the AWR for that position or the employee's substantive AWR whichever is the greater with the exception of level 1 and 2 employees in Port Stephens whose AWR already includes rostered level 4 relief and level 5 standby in that area. When relieving existing Level 4 incumbent in Port Stephens normal relief payments will apply.
- (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 in Southern relieves a level 4 employee in Southern for 6 months.

Level 4	414
Level 1	293

New adjusted bank for level 1 is 353 hours. No adjustment for Level 4 EHB.

ie Level 1 1/2 year as level 1
1/2 year as level 4

146hours
207 hours

353 hours

- 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(vii) 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.

(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.

(iv) Transfers

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

(v) General

- (a) There will be no boundary constraints in these working arrangements. Employees carrying out their normal duties will work across area boundaries and be paid their substantive AWR.
- (b) The normal provisions regarding 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 before having a stand down, when approaching 16 hours supervisors should assess whether the job can be completed within a reasonable time frame or whether other employees should be called in.
- (c) Any disputes or grievances arising from the implementation of the AWR and the monitoring of the EHB will be dealt with in accordance with current grievance handling policy.
- (d) Any employee on sick leave, approved leave or Workers Compensation at the time of their standby roster may have their roster rearranged to cater for these circumstances.
- (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 who have not received payment for Annual Leave Loading for the current year as at the date of implementation of the AWR package will have their current entitlement paid prior to the implementation date.
- (i) Employees on Workers Compensation will be paid at the AWR.
- (j) Employees on the annualised wage rate will receive their pay on a weekly basis.
- (k) The different area (operations) allowances have been determined by taking into consideration the incidence of standby in the existing "area of convenience" structure. 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.
- (l)
 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

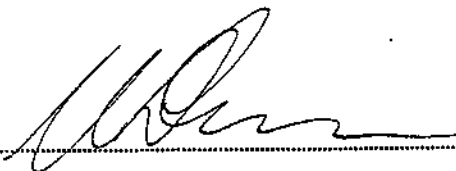
This agreement shall be read in conjunction with Industrial Agreement No 7162 as varied by subsequent agreements, provided that where any inconsistency occurs, this agreement shall prevail to the extent of that inconsistency.

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

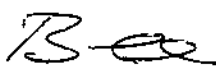
11. Term of Agreement

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


.....

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


.....

Schedule "A"

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						
Northern	30,005	19,824	49,829	819	15.13	25.12
Southern	30,005	22,334	52,339	914	15.13	26.39
Central	30,005	20,122	50,127	831	15.13	25.27
Port Stephens	N/A	N/A	N/A	N/A		
b) Operations Employee Level 4						
Northern	28,799	13,337	42,136	521	14.52	21.24
Southern	28,799	11,549	40,348	414	14.52	20.34
Central	28,799	12,152	40,951	452	14.52	20.64
Port Stephens	28,799	10,620	39,419	372	14.52	19.87
c) Operations Employee Level 3						
Northern	27,656	12,951	40,607	528	13.94	20.47
Southern	27,656	14,708	42,364	599	13.94	21.36
Central	27,656	18,272	45,928	758	13.94	23.15
Port Stephens	27,656	12,951	40,607	528	13.94	20.47
d) Operations Employee Level 2						
Northern	26,261	12,668	38,929	525	13.24	19.63
Southern	26,261	8,720	34,981	287	13.24	17.64
Central	26,261	9,162	35,423	312	13.24	17.86
Port Stephens	26,261	11,025	37,286	416	13.24	18.80
e) Operations Employee Level 1						
Northern	25,375	12,532	37,907	532	12.79	19.11
Southern	25,375	8,669	34,044	293	12.79	17.16
Central	25,375	9,118	34,493	318	12.79	17.39
Port Stephens	25,375	10,991	36,366	422	12.79	18.33
f) Operations Employee Trainee						
Existing	24,054	9,101	33,155	332	12.13	16.71
New	24,054	3,974	28,028		12.13	14.13