



HUNTER WATER CORPORATION

**Engineers and Scientists
(APESMA)**

ENTERPRISE AGREEMENT 2021

Acknowledgement of Country

Hunter Water operates across the traditional country of the Awabakal, Birpai, Darkinjung, Wonaruah and Worimi peoples. We recognise and respect their cultural heritage, beliefs and continuing relationship with the land, and acknowledge and pay respect to Elders past, present and future.

PART 1

– APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This agreement will be known as the Hunter Water Corporation Engineers and Scientists (APESMA) Agreement 2021.

2. ARRANGEMENT

This agreement is arranged as follows:

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3. SCOPE AND PARTIES BOUND

- (a) This agreement binds the Corporation and its employees who are employed as a Scientist, Cadet, Trainee or Undergraduate Engineers and Professional Engineers, Bands 1, 2 and 3 (in accordance with clause 17) and the Association of Professional Engineers, Scientists and Managers, Australia (APESMA).
- (b) This agreement supersedes and replaces the Hunter Water Corporation Engineers and Scientists (APESMA) Enterprise Agreement 2018.

4. DURATION

This Agreement will commence seven days after approval by the Fair Work Commission and its nominal expiry date will be 30th June 2022.

5. INTENT

This Enterprise Agreement is intended to contribute to the Corporation's strategic direction and is to be read in the context of the Corporation's vision, purpose, values and strategic priorities.

This Enterprise Agreement is to operate in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Our Vision and Purpose:

The Corporation's vision is to be a valued partner in delivering the aspirations of our region and our purpose is to improve and enable the quality of life for our communities.

Our values:

The Corporation's values define who we are as an organisation and how we behave, both as individuals and collectively. In implementing this agreement and in the way we work together, the Corporation and each employee is committed to embodying our values in our actions, interactions and decisions.

Our values are:

- Leading;
- Inclusion;
- Wellbeing;
- Trust; and
- Learning

Our Strategic Priorities

- Customers and communities are at the heart of all we do
- Delivering sustainable, resilient and valued services
- Building a high performing and resilient organisation
- Being a valued contributor to our stakeholders

6. DEFINITIONS

- (a) "Corporation" means the Hunter Water Corporation.
- (b) "Association" means the Association of Professional Engineers, Scientists and Managers, Australia (**APESMA**), herein after referred to as Professionals Australia.
- (c) A member of an employee's "immediate family" or "household" is a person who is:-
 - (i) a spouse of the employee; or
 - (ii) a de facto partner; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto partner of the employee; or
 - (iv) a person who lives with the employee.
- (d) "Professional Engineer" means a person qualified and engaged to carry out Professional Engineering Duties.
- (e) "Professional Engineering Duties" means duties carried out by a person, where the adequate discharge of any portion of those duties requires qualifications of the employee at least equal to those of a graduate member of the Institution of Engineers, Australia.
- (f) "The Act" means the Fair Work Act 2009 (Cth), as amended from time to time.
- (g) "WHS Act" means the Work Health and Safety Act 2011 (NSW), as amended from time to time.

7. WORKPLACE HEALTH AND SAFETY

The Corporation and its employees acknowledge and accept their respective obligations and responsibilities under the WHS Act and jointly commit to ensuring the safety, health and welfare of all workers and workplaces including employees, contractors, subcontractors, visitors, volunteers and for others who may be affected by the Corporation's activities.

8. WAYS OF WORKING

- (a) The parties agree to work together during the life of this agreement to enhance the ways of working within the Corporation. The objectives of this approach are to reduce the amount of low (or lower) value work and to streamline our processes, systems and ways of working to be the most effective, efficient and meaningful as possible.
- (b) The parties' shared interests are to:
 - (i) maximise the contribution employees can make to the Corporation in terms of operational performance, strategic positioning and culture; and
 - (ii) provide a rewarding and professionally challenging work environment.

9. NO EXTRA CLAIMS

The parties agree that, 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 the 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 Fair Work Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing agreement provisions.

PART 2

– CONSULTATION AND DISPUTE RESOLUTION

10. CONSULTATION

- (a) On any issue that would have significant effect on the employment of people covered by this agreement, the Corporation shall consult with all employees affected and consider their views prior to making a final decision. Professionals Australia members affected by the proposal will be given the opportunity to discuss the proposal with the Association as part of the Corporation's consultation process and prior to any final decision being made.
- Consultation is defined as a process whereby all parties to the discussion genuinely commit to the exchange of relevant information, advice, and taking the views of each other into account. Consultation will involve:
- (i) sharing relevant and appropriate information with employees on the matter on which the employer is required to consult;
 - (ii) giving employees a reasonable opportunity to express their views and concerns about the matter; and
 - (iii) taking those views into account and reporting back to employees
- (b) Where the Corporation has made a decision to:
- (i) introduce changes in organisation, structure, policy or technology that are likely to have significant effects on employees; or
 - (ii) introduce changes to the regular roster or ordinary hours of work of employees
- the Corporation will consult with employees who may be affected by the proposed changes and the union to which they belong during the development prior to implementation so that the views of all the affected parties can be taken into account.
- (iii) The relevant employees may appoint a representative for the purposes of the consultation process. If the relevant employees appoint a representative for the purposes of consultation they are to advise the Corporation of the identity of the representative and the Corporation will then recognise the representative.
 - (iv) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, placement in alternative role due to redundancy, the need for retraining or transfer of employees to other work or locations, the restructuring of jobs or changes to the Salary Banding Structure.
 - (v) With respect to (b) (ii) the Corporation will invite the relevant employees to give their views about the impact of the change including any impact in relation to their family or caring responsibilities
- (c) This commitment to consultation may involve the sharing of information however the Corporation is not required to disclose confidential or commercially sensitive information to the relevant employees. Where information is shared the parties agree at all times to maintain the confidentiality of commercially or other sensitive information
- (d) The parties agree to establish the necessary arrangements specific to the issue to facilitate the commitment to consultation contained in the clause. The consultation process will be conducted in a cooperative and timely manner. Should any matter not be resolved the dispute settlement procedures within this agreement will be relied upon.

- (e) To promote ongoing consultation the parties commit to ongoing consultation forums.

11. ISSUE AND DISPUTE SETTLING PROCEDURES

- (a) If a dispute relates to:
 - (i) a matter arising under this agreement; or
 - (ii) the National Employment Standards;The following procedure is to be followed to settle the dispute.
- (b) As a general principle the parties agree that the preferred method of resolving individual disputes is for the issue to be discussed between the employee(s) affected and their immediate supervisor in the first instance.

Where these discussions do not achieve resolution the matter may be referred to the next level(s) of management. At all times those involved in the dispute resolution procedure should use their best endeavours to resolve all outstanding issues promptly. An employee may be represented for the purpose of this clause. A member of Professionals Australia may seek the involvement of the Association at any stage in the resolution of a dispute. Other employees may seek the involvement of a representative at any stage in discussion of an individual dispute.

If a dispute in relation to a matter arising under this agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission for resolution using measures it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation and, if the dispute remains unresolved, by arbitration. If arbitration is necessary the Fair Work Commission may exercise its procedural powers under the Act, in relation to hearings, witnesses, evidence and submissions, which are necessary to make the arbitration effective.

- (c) It is a term of this agreement that while the dispute settlement procedure is being conducted work will continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- (d) The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

PART 3

– EMPLOYMENT RELATIONSHIP

12. CONTRACT OF EMPLOYMENT

- (a) The following modes of employment are available
 - (i) Ongoing full-time employment (For continued ongoing full-time employment with the Corporation).
 - (ii) Fixed term full-time employment (For a “fixed-term” of full-time employment as prescribed by Clause 13 of this agreement).
 - (iii) Part-time employment (As prescribed by Clause 14(a) of this agreement).
 - (iv) Casual employment (As prescribed by Clause 14(b) of this agreement).
- (b) Employees will attend and perform work reasonably required by the Corporation from time to time. An employee will not be paid for any periods of non-attendance or non-performance, except as otherwise provided by this agreement.
- (c) The Corporation may direct an employee to carry out such duties within the employee’s skill, competence and training and employees will be provided with a position description.
- (d) Except for fixed term employees, employment will be terminated by giving the required period of notice on either side or by the payment or forfeiture as the case may be, of salary for the period.

Employees period of continuous Service	Period of Notice
Not more than 1 year	At least 2 weeks
More than 1 year	At least 4 weeks

The period of notice is increased by one (1) week if the employee has completed at least two (2) years continuous service and is over 45 years of age and termination is at the initiative of the Corporation.

- (e) The period of notice in this clause does not apply in the case of dismissal for conduct that justifies summary dismissal.
- (f) At the time of engagement, an employee will be advised in writing of his or her commencing salary and type of employment, and provided with access to a copy of this agreement.

13. FIXED TERM EMPLOYMENT

- (a) The parties agree that the normal and preferred method of employment of Professional Engineers is ongoing employment. Fixed Term employment will only be used to supplement ongoing employment to meet peak workloads and the requirements of specific projects.
- (b) The Corporation may engage a Professional Engineer as a Fixed Term employee for a limited and specified period of employment subject to the following conditions.
 - (i) Fixed Term employees will work fixed and regular hours at work and will be paid on a fortnightly basis at the applicable rate for their Professional Engineer classification and will be entitled to all the conditions of employment of ongoing employees, other than redundancy provisions. If the employment of a fixed term employee extends:
 - beyond three years, or

- where employment is for a specific project extending beyond three years and employment continues for at least one month after the completion of the project, the fixed term employee will be deemed to have become an ongoing employee and will be entitled to all rights and privileges of an ongoing employee.
- (ii) A fixed term employee will not be engaged at a Professional Engineer Band 2 and above if ongoing Professional Engineers can be given the opportunity by their management to undertake the work on a higher duties basis.

14. PART-TIME AND CASUAL EMPLOYMENT

(a) Part-time employment

- (i) A part-time employee means an employee who is employed to work set and regular hours which are less than the hours worked by regular full-time employees employed by the Corporation. These hours will be recorded in writing at the time of engagement.
- (ii) Part-time employees will be rostered a minimum of three (3) consecutive hours on any given shift
- (iii) The span of ordinary hours of work will be the same as those prescribed for full-time employees of the same classification.
- (iv) Part-time employees whose scheduled hours are five (5) or less per day are not entitled to meal breaks.
- (v) Part-time employees will accrue all types of leave on a pro rata basis.
- (i) Leave payments for all leave will be on the basis of hours scheduled per week divided by standard hours of work per week; that is, a fixed percentage of payment for each occasion.
- (ii) Public Holidays, if scheduled to be worked but not required to be worked, will be paid at ordinary time rates.
- (iii) Where an employee has worked both full and part-time, the leave entitlement will accrue based on the proportion of part-time and full-time service during the relevant period.
- (iv) Where an employee is directed by the Corporation to work more than the standard full-time hours per day or performs work outside the span of ordinary hours, the employee will be paid at overtime rates in accordance with this agreement.
- (v) If a part-time employee volunteers to work additional hours up to a maximum of 35 per week, the hours will be paid at ordinary time rates.

(b) Casual employment

- (i) A casual employee is any employee who works on an hourly basis, as required, as is paid as such
- (ii) If during the life of this Agreement the Corporation proposes to commence the practice of engaging casuals a consultation process with the parties to this Agreement would be undertaken
- (iii) **Hours of work**
 - (a) A casual employee will be paid for not less than four (4) hours work for each engagement
 - (b) A casual employee will not be required to work for more than five (5) hours without an unpaid meal break of a minimum of thirty (30) minutes duration

(iv) **Rates of pay**

- (a) Casual employees will be paid a loading of 25% in addition to their normal hourly rate of pay
- (b) The 25% loaded pay rate will be inclusive of payment in lieu of entitlements to all paid leave as set out in this agreement
- (c) The working of overtime by a casual (including exceeding nominated hours or outside the spread of normal operational hours) must be pre-approved. Where overtime is pre-approved payment will be calculated on the casual employees loaded base pay rate.

(iv) **Casual conversion**

- (a) The Corporation may offer a casual employee, or a casual employee engaged by the Corporation may make a request, in relation to conversion, in accordance with the NES, if employed by the Corporation for a period greater than six (6) months on a regular and systematic basis.
- (b) The Corporation shall give the casual employee notice in writing of the provisions of this clause within twenty one (21) days of the employee having attained such period of six (6) months. However, the employee retains their right of election under this clause if the Corporation fails to comply with this notice requirements
- (c) Any casual employee who does not within twenty one (21) days of receiving written notice from the Corporation elect to convert their full or part-time employment to an ongoing contract will be deemed to have elected against any such conversion

15. TERMINATION OF EMPLOYMENT

- (a) The Corporation is entitled to suspend an employee for refusal of duty or misconduct and to deduct payment for any day or portion of a day during which the employee is stood down.

This clause will not affect the right of the Corporation to dismiss an employee without notice for refusal of duty or misconduct and in such cases the salary will be payable up to the time of dismissal only, provided that:

An employee who has allegedly engaged in a refusal of duty or misconduct will be stood down without loss of pay by the Corporation and an investigation into the alleged offence carried out immediately by the Corporation before any decision as to the dismissal of an employee without notice is made.

(b) Abandonment

- (i) The absence of an employee from work for a continuous period exceeding ten (10) working days without notification to the Corporation will be prima facie evidence that the employee has abandoned his or her employment.
- (ii) The Corporation will attempt to contact the employee before taking any further steps under this clause.
- (iii) Termination of employment may be effected from the date of the last attendance at work or the last day's absence for which the employee had been granted permission by The Corporation, whichever is the later.
- (iv) For the purposes of this clause, employee includes a full-time employee, part-time employee, or fixed term employee.

16. REDUNDANCY AND REDEPLOYMENT

- (a) This clause relates to the procedures and entitlements where an employee's position has been identified as redundant and the employee becomes displaced due to business or operational changes.
- (b) Redundancy should not be used to deal with poor job performance or substitute for disciplinary measures. Rather, performance management mechanisms will be used in these instances.
- (c) Voluntary redundancy may be offered to employees who are displaced. The Corporation has the right to reject an application for redundancy from an employee it wishes to retain.
- (d) Where it has been identified that an employee is excess to requirements, the available options are:
 - (i) Voluntary Redundancy
 - (ii) Redeployment
 - (iii) Involuntary Redundancy
- (e) In the event that an employee becomes displaced, the process will incorporate the following steps:
 - (i) Employees will be advised, in writing, as soon as possible after the decision that they are excess to Corporation requirements;
 - (ii) Human Resources and Division Managers will identify, as far as is practical, redeployment opportunities for displaced employees; and
 - (iii) Displaced employees will be asked to indicate a choice between redeployment (where such opportunity exists) and voluntary redundancy.
- (f) To assist employees in the decision making process as provided above, the Corporation will offer a range of support services including emotional support and counselling through the Employee Assistance Program and career transition and/or outplacement services including but not limited to:
 - (i) Initial skills assessment
 - (ii) Identified training and development opportunities
 - (iii) Resume and interview preparation
 - (iv) Job search assistance
 - (v) Career coaching and counselling
 - (vi) Financial planning support

(g) Voluntary Redundancy

- (i) An employee who has chosen voluntary redundancy is entitled to a redundancy package, which is comprised of:
 - (a) 4 weeks pay in lieu of notice* (at current weekly/fortnightly rate), plus an additional week for employees aged 45 or over;
 - (b) Severance pay at the rate of 2 weeks per year of continuous service up to a maximum of 30 weeks (but a minimum of 4 weeks);
 - (c) Pro rata annual leave loading and accrued but untaken annual leave at the date of termination*

Where payments are based on years of service, proportionate amounts will apply for each completed 3 months and for the purposes of calculating the severance payment, service as a part-time employee will be converted to the full-time equivalent.

* For part-time employees payment will be made on a pro rata basis.

- (ii) **Early Acceptance Incentive** – where the employee accepts voluntary redundancy within three weeks of an offer being made and their employment ceases within the time nominated by the Corporation, the employee will be entitled to the following additional payment:
- Less than 1 years service = 5 weeks pay
 - 1 year and less than 2 years service = 10 weeks pay
 - 2 years and less than 3 years service = 15 weeks pay
 - 3 years service and over = 25 weeks pay
- (a) For the purposes of calculating any additional severance payment under this section, part-time service will be converted to the full-time equivalent.
- (b) Should an employee in the redeployment pool elect to accept voluntary redundancy within three months of their notification date, they will also be eligible for the Early Acceptance Incentive.
- (iii) Voluntary redundancy will not be available to:
- (a) Employees subject to termination on the ground of misconduct or unsatisfactory service;
 - (b) Employees engaged on a short term and/or casual basis or for specific contract period(s);
 - (c) Temporary employees; and
 - (d) Apprentices whose service would normally be terminated at the conclusion of their apprenticeship or within a short period thereafter.
- (iv) Employees who have taken voluntary redundancy will not be directly re-employed in any capacity (including employment in a temporary, part-time, casual, consultancy capacity) with the Corporation within the period covered by their redundancy payment excluding any period for payment in lieu of notice (i.e. maximum of 56 weeks).
- (v) The Corporation will not discriminate for any prohibited reason against particular employees or groups of employees when identifying positions which are redundant.
- (vi) **Additional Outplacement Support**
- (a) In addition to the voluntary redundancy package, with approval, up to \$5,000 per person will be available for:
 - Outplacement services provided by a local provider (which may form part of the compulsory redeployment program) as outlined above;
 - Purchase of equipment that is to support job search or the establishment of a business; and
 - Training, where requested by the individual and approved by the Corporation. It is generally expected external on the job training will be scheduled in the employee's own time e.g. whilst on annual leave etc.
 - (b) Approval must be granted prior to the individual leaving the Corporation and funds must be used within 12 months of the employee exiting the Corporation.
 - (c) Employees must apply in writing to access the funds. In this submission, employees must outline the details of the proposed expenditure e.g. courses they wish to attend (title, institution, cost and start time) and how this fits in with their career plan.
 - (d) Prior approval must be granted before any payments are made.
 - (e) Individuals must pay for the course, service or equipment and submit proof of

payment, e.g. receipts, before the Corporation will make the reimbursement

(h) Redeployment

- (i) Unless an employee who is excess to requirements is placed or elects to accept voluntary redundancy they are within the redeployment pool.
- (ii) The purpose of the redeployment pool is to provide employees with the opportunity to seek and secure alternative employment either within, or outside of the Corporation. Members of the redeployment pool will be considered for suitable roles within their skill base, as they become available within the Corporation. The work carried out by people in this pool is not provided on an on-going basis.
- (iii) When there is insufficient work throughout the business, employees in the redeployment pool may be directed to take leave.
- (iv) For the purposes of calculating the Redeployment period, any placement of a redeployed employee greater than 1 month which is within a budgeted position will not be included in the 12 month redeployment period.
- (v) Redeployment provides displaced employees with the opportunity to seek secure alternative employment. Although Human Resources will assist employees in securing opportunities within the Corporation, the employee must also share this responsibility by actively seeking alternate employment both within and outside of the Corporation during the 12 month redeployment period.

(i) Involuntary Redundancy

As a last and unavoidable resort where redeployment has not occurred within the 12 month redeployment period, the Managing Director may approve involuntary redundancy (in circumstances where the employee is entitled to redundancy pay in accordance with section 119 of the Act). The involuntary redundancy benefit quantum is the same as that for voluntary redundancy, excluding the “early acceptance incentive” payment and the additional outplacement support.

PART 4

– SALARIES AND RELATED MATTERS

17. CLASSIFICATIONS

For employment involving the performance of Professional Engineering duties, the following classifications will apply.

(a) Cadets, Trainees and Undergraduates (Cadet Scale)

Undergraduate engineers are employed by the Corporation whilst studying towards their tertiary engineering qualifications. Undergraduate engineers lack practical experience and perform routine work under the guidance of professional engineers.

(b) Graduate Engineer Band 1

The graduate or junior engineer commencement level. The graduate professional practitioner lacks practical experience in the application of professional knowledge and initially performs routine professional work of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

Definition of Knowledge and Skills

Under supervision from higher-level professional engineers as to method of approach and requirements, the graduate engineer performs normal professional engineering work and exercises individual judgement and initiative in the application of engineering principles, techniques and methods.

In assisting more senior professional engineers by carrying out tasks requiring accuracy and adherence to prescribed methods of engineering analysis, design or computation, the engineer draws upon advanced techniques and methods learned during and after the undergraduate course.

Graduate engineers are expected to accept technical responsibility for tasks performed. The employee is expected to exercise independent judgement when required particularly in recognising and solving problems and providing advice to their level of competence.

(c) Professional Engineer Band 2

This band covers professional practitioners who have gained and are gaining practical experience in the application of professional knowledge without detailed supervision, but with guidance on unusual features. They are usually engaged on more responsible engineering assignments requiring substantial professional experience.

Definition of Knowledge and Skills

Performs, under professional guidance, professional duties in accordance with established professional practice, methods and standards.

Exercises knowledge, skills, professional judgment and initiative in the application of professional principles, techniques and methods.

(d) Professional Engineer Band 3

Classification level definition

This band covers experienced through to senior professional practitioners who perform novel, complex or critical professional work requiring the application of mature professional engineering knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the professional deals with problems for which it is necessary to modify established guides and devise new approaches.

The professional engineer may perform a range of duties as a manager, supervisor or technical specialist with general professional guidance. That is; the professional engineer outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other professional and technical staff.

Definition of Knowledge and Skills

Direction is provided in terms of a clear statement of overall objectives with limited direction as to work priorities. The work includes the formulation of professional or policy advice for senior management and may involve provisions of such advice to other agencies.

Employees may perform the role of a team/project leader requiring the coordination of the work of a number of professionals and/or other employees.

(e) Primary Technical Specialist

- (i) Employees classified as Band 3 Professional engineers (Band 3 Employee) will not be offered a primary technical specialist agreement unless:
 - a) The Band 3 Employee makes a request in writing to the Corporation to enter into an agreement; and
 - b) The Band 3 Employee is an employee who meets with the requirements specified in 17(e)(ii); and
 - c) The conditions specified in 17(e)(i) and 17(e)(ii) apply.
- (ii) The Corporation may agree that an individual agreement may be entered into by a Band 3 Employee when:
 - a) At the Corporation's sole discretion, an employee is considered to be performing to an exceptional standard of professional and personal conduct; and
 - b) The employee's remuneration at the time immediately prior to entering into an individual agreement is at the maximum allowed by this Agreement.
- (iii) Any individual agreement entered into under this clause 17 will be based upon the terms and conditions set out in this agreement and must result in the employee being "better off overall" than would otherwise be the case if no individual agreement was made. For the sake of clarification "better off overall" in this clause 17(e)(iii) may mean with respect to financial and non-financial benefits.

18. SALARIES

- (a) The salaries payable for Cadets, Trainees or Undergraduate Engineers will be paid in accordance with the following incremental structure.

Years of service/relevant Industry Experience	Base Rate as at 1 July 2021 2.04%
1st Year	\$49,417
2nd Year	\$53,555
3rd Year	\$57,693
4th Year	\$61,833
5th Year	\$65,972
6th Year	\$70,108

- (b) Cadets, Trainees or Undergraduate Engineers will commence at the first-year rate unless the employee has had previous relevant industry experience or service with the Corporation.
- (c) Annual progression through the above incremental scale will be subject to satisfactory performance and successful annual completion of tertiary course subjects within the 12-month period.

- (d) The salaries payable to Professional Engineers will be paid under the following banding structure:

From 1 July 2021 2.04%	
BAND 1	
Year 1 (Minimum)	\$71,622
Year 2	\$75,548
Year 3	\$79,477
Year 4	\$83,404
Year 5 (Maximum)	\$87,334
BAND 2	
Minimum	\$89,891
Mid-Point	\$101,224
Maximum	\$112,556
BAND 3	
Minimum	\$117,661
Maximum	\$141,777

(e) Incremental Reviews

- (i) The salary of each Professional Engineer Band 1 through to Band 3 will be reviewed annually at the conclusion of each financial year. Incremental reviews outside of the June/July period may occur at the mid-term review point in December/January in exceptional circumstances.
- (ii) Any increases to the Professional Engineer's base salary will be payable on 1st July each year. If an increment is approved at the mid-term review point in December/January, this increment will be paid from 1st January.
- (iii) Advancement within each Band will be determined after consideration of the scope of the Professional Engineer's responsibilities, development and performance.
- (iv) The Corporation will monitor the payment of base rate increases to Professional Engineers throughout the Corporation to ensure equity and consistency.

(v) Advancement within Band 1

Progression through Band 1 will occur on an annual basis, subject to satisfactory performance. The progression steps (that is Year 2, Year 3 etc) within Band 1 are indicative of minimum incremental progression based on satisfactory performance. Faster advancement within the band may be considered in light of consistent superior performance.

All Salary reviews will be conducted during the periods stated in (e)(i) and the employee's anniversary date will be used as the effective date of the new salary.

If a Cadet, Trainee or Undergraduate Engineer is paid at the 5th or 6th year in the Cadets, Trainees or Undergraduate scale in 18(a), and is then engaged as a graduate Professional Engineer within Band 1 with the Corporation, they will enter Band 1 at the Year 2 rate of pay.

(vi) Advancement within Band 2

Band 2 Employee will progress by consistently displaying and demonstrating skills and behaviours identified below, relating to their current position and job description. The professional development and growth in the employees position is outlined below:

- (a) Lower Band 2 Employee will:
 - be gaining practical experience in the application of professional knowledge without detailed supervision; and
 - develop and exercise knowledge, skills, professional judgment and initiative in the application of professional principles, techniques and methods.
- (b) The mid-point of Band 2 indicates the minimum salary that a Band 2 Professional Employee will be paid after four (4) years of being a Band 2 Professional Employee.
- (c) To reach the top end of a Band 2 Employee will;
 - consistently meet technical and behavioural expectations in relation to their role at The Corporation;
 - provide advice and knowledge in their discipline and work autonomously, seeking guidance on more difficult assignments;
 - take on diverse roles and demonstrate knowledge and skills across multiple areas of the organisation and/or demonstrating advanced technical capability in a specific field;
 - be active in guiding and developing skills of other engineers, scientists or technical staff; and
 - displays some attributes of a Band 3 Employee as categorised in Clause 17(d).

(vii) Advancement within Band 3

Band 3 Employees will progress by consistently displaying and demonstrating skills and behaviours identified below, relating to their current position and job description.

Progression to the top end of Band 3 will be dependent on an individual fulfilling a role requiring a higher level of expertise and personal accountability. Such roles may include those carried out by acknowledged technical specialists in the field or team leader type roles.

- (a) Lower Band 3 Employee will:
 - work autonomously in the relevant role;
 - demonstrate high level of expertise in a technical or professional role; and
 - where required, plan/direct and supervise the works of other professional and technical employees.
- (f) To reach the top end of Band 3, a Band 3 Employee will;
 - consistently meet technical and behavioural expectations in relation to their role at The Corporation;
 - lead challenging projects and/or demonstrate self-directed technical leadership and initiative;
 - provide specialist technical and/or professional advice to management and the wider organisation and/ or undertake team leader duties for the work of other professional and technical employees; and
 - have the capacity to relieve higher level supervisory and management roles

(g) Performance Pay

- (i) Each Professional Engineer Band 2 and above will be eligible to receive annual performance pay based on the Professional Engineer's performance. Stronger performance will be rewarded with higher performance pay outcomes compared to satisfactory performance.
- (ii) Disputes concerning a Professional Engineer's entitlement to performance pay will be resolved in accordance with the Dispute Settling Procedure in this Agreement.
- (iii) The Corporation will monitor the payment of performance pay to Professional Engineers throughout the Corporation to ensure equity and consistency.
- (iv) The parties to this agreement will review the way in which performance is planned and discussed at the Corporation. The outcomes of the performance framework will be primarily used to define performance for the purpose of performance pay. The parties should refer to the Performance Management standard for further information on the current framework.

19. PROGRESSION BETWEEN BANDS

- (a) Progression from Band 1 to Band 2 will depend upon a Professional Engineer having the skills to work at this level.
- (b) Promotion from Band 2 to Band 3 will be subject to a Professional Engineer having duties, responsibilities and performance levels deemed to be commensurate with those of an Engineer Band 3, and ongoing work at that level being available.
- (c) Engineers will be entitled to apply to progress between Band 2 and Band 3 via a written application outlining the requirements in clause B above.
- (d) Consideration for applications for progression from Band 2 to band 3 will occur at the annual incremental review. Following receipt of an application, applicants may be required to undertake an interview with relevant senior managers whereby they will need to demonstrate the skills, duties, performance and development in order to progress to this level.
- (e) If an applicant is unsuccessful in achieving progression, feedback will be provided by the relevant manager regarding their application and interview, identifying any perceived skill or development gaps.

20. REMUNERATION PACKAGING

- (a) Where the Corporation agrees, a Professional Engineer may elect to receive his/her salary as prescribed by Clause 18 - Salaries in a remuneration package for all ordinary time as follows:
 - (i) The benefit of:
 - a motor vehicle;
 - any other benefit mutually agreed; and
 - (ii) An amount of salary equal to the difference between the employee's total package and the amount specified by the Corporation from time to time for the benefit received in respect to (i) above.
- (b) Superannuation
 - (i) An employee may elect, subject to the agreement of the Corporation, to sacrifice a portion of the wage/salary payable under this Agreement to additional employer superannuation contributions. The election must be made prior to the commencement of the period of service to which the earnings relate.

21. PAYMENT OF SALARIES

- (a) Employees will be paid the Annual Salaries prescribed for their classification in the Salary Levels set out in Clause 18 on a fortnightly basis.
- (b) The fortnightly equivalent of annual salary will be ascertained by multiplying the annual salary by the number of days in the period (being 14) and dividing that product by 365.25.
- (c) The weekly equivalent of annual salary will be determined by dividing the fortnightly equivalent by two (2).
- (d) For the purpose of computing the daily rate, the following formula should apply:
$$\text{Weekly Equivalent of Annual Salary} \times \frac{\text{Ordinary Daily Hours}}{\text{Ordinary Weekly Hours}}$$
- (e) The pay period will be fortnightly from Friday to the following Thursday.
- (f) Payment will be made direct to a bank account or other financial institution provided that in isolated areas payment may be by cheque to a given address.
- (g) Where an employee is absent for any reason without pay in a pay period and no deduction is made in that pay period, the deduction may be made in the next following pay period.
- (h) Payments for overtime may be made in the pay period following the period in which the overtime was worked.

22. RELIEF

- (a) Relieving in a higher level role or in an alternate role fulfils two purposes:
 - (i) To ensure the ongoing operational needs are met when a role becomes temporarily vacant for whatever reason; and
 - (ii) Provides an opportunity for personal and professional development.
- (b) Where possible and practicable the Corporation will promote equitable and transparent access to relieving opportunities so as to promote collaboration, diversity and inclusion across the organisation. Employees are also encouraged to build relationships across other business areas and promote their interest in relief opportunities.
- (c) A relieving opportunity may be offered without additional remuneration, in the following circumstances:
 - (i) for a period of up to and including 5 working days; or
 - (ii) where the role is of an equivalent band to the person undertaking the relief; or
 - (iii) it is purely provided through an expression of interest process as a development opportunity where it has been clearly indicated that there will be no payment for the relieving.
- (d) Where the relief is for a period greater than five (5) days an employee may be offered [or directed in situations of operational necessity] to relieve in a role at a higher level. In this circumstance:
 - (i) the employee will be paid at or above the minimum salary attaching to the higher level, or
 - (ii) where the full duties of the higher position are not required to be performed, an assessment will be made and the employee paid the appropriate percentage of relief payment for duties performed. In this circumstance the employee will be advised of the arrangements prior to accepting the relieving opportunity.

23. PERFORMANCE PLANNING AND REVIEW

- (a) The parties to this agreement are committed to creating a learning organisation where all employees participate in regular performance and development discussions. These discussions will be a collaborative forum that recognises the role that both the employee and their leader have and will include past and forward-looking feedback. These discussions will also focus on short and long term development and career planning.
- (b) The Corporation will review the existing performance framework and will work with employees to change this process to embed the principles of being a learning organisation.

24. PROFESSIONAL AND PERSONAL DEVELOPMENT

- (a) The Corporation and its employees have a shared responsibility for developing a learning culture across the organisation including professional and personal development that is beneficial to the Corporation and to the individual employee.
- (b) It is recognised that development can and does occur through a broad range of activities such as; internal and external training courses, exchange programs, job rotation, on the job mentoring, coaching, secondments, conferences, seminars, relieving, participation in projects (internal or external) or short term study courses.
- (c) The following principles are to apply in determining whether a development activity should be undertaken:
 - (i) There should be a real or perceived benefit to the Corporation and to the employee, in the short, intermediate or long term;
 - (ii) Access to, and the provision of professional and personal development should be equitable, promoting diversity and a culture of inclusion;
 - (iii) Every employee, particularly managers, has a responsibility to support others in their learning journey where possible and practicable, and contribute to an organisational culture of learning;
 - (iv) Resources for professional and personal development are finite and decisions regarding development activities are to also take into account operational demands, the cost benefit of the activities in terms of time as well as funding; and
 - (v) Wherever possible, decisions regarding development should be made at the local level however the Corporation will provide a range of 'corporate' training and development programs to address, risk, build corporate capability and shared practice.

(d) Accreditation Registered/ Chartered Professional Engineers (RPEng or CPEng)

Where an engineering employee seeks to be accredited as a Registered or Chartered Professional Engineer and this is consistent with both the Corporation's operational needs and the employee's career goals, the Corporation will:

- (i) Pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees; and
- (ii) Grant reasonable paid leave, to attend or participate in relevant professional development courses or events in order to meet required professional development hours to maintain accreditation.

It should be the aim of all the Corporation's employees seeking to be a Registered or Chartered Professional Engineer to target existing work and on the job learning as the primary mechanism used to obtain and maintain accreditation.

PART 5

– EXPENSES

25. OUT OF POCKET EXPENSES

Employees will be entitled to be reimbursed for necessary out-of-pocket expenses incurred in connection with the performance of their duties, subject to the production of reasonable evidence (such as tax invoices).

26. TRAVELLING, ACCOMMODATION AND MEALS

- (a) The Corporation will pay all the reasonable business expenses an employee incurs in the discharge of their responsibilities whilst travelling, provided that a summary of those expenses is endorsed by the Manager or his or her nominee. The maximum amount that may be claimed for accommodation and meals when travelling will not exceed the Corporate limit that is set from time to time, which is based on the limits set in NSW Treasury Circulars Review of Meal, Travelling and Other Allowances. Examples of the minimum amounts which may be reimbursed to an employee at the time of making this agreement are as follows:
 - (i) Sydney = \$324.45 per day
 - (ii) Melbourne = \$309.45 per day
 - (iii) Brisbane = \$311.45 per day
- (b) When expenses unavoidably exceed the relevant Corporate limit, the actual cost will be paid by the Corporation subject to the approval of the appropriate Manager. Such approval will not unreasonably be refused on production of tax invoices.
- (c) These rates will be based on the current version of the Review of Meal, Travelling and other Allowances circular that is updated and published by NSW Treasury.

27. PRIVATE VEHICLE USAGE

- (a) An employee who, with the prior approval of their relevant Manager, uses a privately-owned motor vehicle in the course of or in connection with employment will be paid for this casual use in accordance with the limits set in NSW Treasury Circulars on Meal, Travel and Other Allowances. At the time of making this agreement, the limit is:
 - Official business = 72.0 cents per kilometre

28. OFFICE/DEPOT RELOCATION

- (a) Employees who are required by The Corporation to report to an office or depot a distance of four (4) or more kilometres from their pre-existing office or depot will be reimbursed the cost of public transport fares from their home to their new place of work.

Where convenient public transport is not available the Corporation will either maintain a vehicle for the employee's use or pay the employee an allowance in accordance with Clause 27A.
- (b) The provisions of this clause will cease two (2) months after the effective date of the relocation.

PART 6

– WORK ARRANGEMENTS

29. HOURS OF WORK

(a) All Employees

- (i) The ordinary hours of work will be thirty five (35) hours per week, to be worked on average seven (7) hours per day between the hours of 7.00 am and 7.00 pm, Monday to Friday inclusive.
- (ii) The Corporation may direct an employee to vary his or her starting and finishing times within the span of hours covered by this Agreement subject to the employee being given at least seven (7) days notice of the required change.
- (iii) A lunch break of at least 30 minutes per day will be taken at the employee's discretion, subject to operational requirements.
- (iv) Subject to operational requirements and approval by the relevant Manager, an employee may take time off during ordinary hours and work these hours at a later time which falls during the spread of ordinary hours provided in this Agreement at the ordinary rate of pay.

(b) Band 1 and 2 Employees

- (i) Band 1 and 2 employees covered by this agreement may elect to work a nineteen (19) day four-week period. The nineteen (19) day period involves working on average seven (7) hours twenty five (25) minutes per day. This entitles an employee to one (1) days roster leave per full period worked.
- (ii) Employees are expected to take roster days at mutually agreeable times to meet operational requirements. Employees must take the roster days so as to not accrue in excess of three days. In extenuating circumstances the Corporation may agree to the employee taking the roster day at a later date and an application for taking roster days would be considered in the context of work patterns, employee absenteeism/punctuality.
- (iii) Employees who resign from the Corporation will be paid any roster day entitlement that has accumulated.

(c) Band 3 Employees

- (i) Band 3 employees covered by this agreement will be employed in accordance with sub-clause 29(a).

In addition, there is a flexible leave arrangement for Band 3 as part of the reward strategy for recognition of extra productive effort and achievement of outcomes. Application and approval for these days will be through the leave management system.

30. OVERTIME

- (a) Subject to clause 30(i) the Corporation may require any employee to work reasonable overtime including work on Saturdays, Sundays and public holidays.
- (b) Overtime will mean all time worked in excess of the ordinary hours prescribed by this Agreement.

Subject to Clause 31 (Sundays and Public Holidays) employees will be paid all time worked in excess of or outside the ordinary working hours prescribed by this Agreement at the rate of time and a half for the first two (2) hours, and double time thereafter, with the exception that all work performed after 12 noon on Saturday will be paid for at the rate of double time.

(c) Recalled to Work Overtime

Employees recalled from their residence after the usual ceasing time and before 6.00am on the next working day will be paid for all time worked outside normal working hours at overtime rates with a minimum payment of four (4) hours. Any subsequent call-backs occurring within a four hour period of the initial call back will not attract any additional payment. The period of each call back will be computed from the time the employee departs for work and returns home.

(d) Planned Overtime (notified prior to ceasing work on the last ordinary shift)

Employees will be paid actual time worked, at overtime rates for planned overtime worked on a Saturday, Sunday or Public Holiday.

(e) Overtime Limitations

- (i) Professional Engineers will only be entitled to payment for overtime when such overtime has been at the request of, or approved by their Group Manager. Such authorised payment of overtime will be based upon the Professional Engineer's annual salary level and paid in accordance with the rates set out in clause 30(b).
- (ii) Entitlements to overtime payments will lapse if claims are not received within one calendar month of the overtime being worked. However, employees will be able to access time off in lieu of paid overtime as outlined at clause 30(h).

(f) Working through lunch breaks

An employee who is directed to work during the recognised meal break will be paid overtime rates until they are permitted to take a break.

(g) Rest Period After Overtime

- (i) An employee required to continue work for seven (7) hours or more after his/her scheduled finishing time will be entitled to a rest period of ten (10) hours before commencing his/her next ordinary shift, and be paid for any working time lost at ordinary rates.
- (ii) Employees recalled to work after ceasing work, who work for more than a total of four (4) hours and finish at a time which does not allow the employee to have a seven (7) hour rest period before their next starting time, will be entitled to a rest period of ten (10) consecutive hours. Employees will be paid at ordinary rates for any working time lost.
- (iii) If any employee is directed to resume or continue work without having had the required rest period, the employee will be paid at overtime rates until released from duty, and will then be entitled to be absent until the employee has had a rest period of ten (10) consecutive hours without loss of pay for ordinary working time occurring during such absence.

(h) Time off in lieu of Pay for Overtime

- (i) Subject to operational convenience and approval by the relevant Manager, an employee may elect to take time off in lieu of being paid overtime. Such time off must be taken at times convenient to both parties.
- (i) Where this time off is taken during ordinary working hours the time off is calculated on a "one for one" basis. That is, one hour off for each hour of overtime worked.

(i) Reasonable Overtime

An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family responsibilities and/or carer responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the Corporation of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

PART 7

– LEAVE AND PUBLIC HOLIDAYS

31. SUNDAYS AND PUBLIC HOLIDAYS

- (a) Subject to the following provisions, employees will be entitled to the following Public Holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Bank Holiday (first Monday in August), Show Day (local event day), Christmas Day, Boxing Day or any days in lieu thereof, together with all other gazetted holidays proclaimed to operate throughout the State.
- (b) All time worked on a Public Holiday (excluding Bank Holiday, Picnic Day or Show Day) will be paid for at the total rate of double time and one half until released from duty. That is, where overtime is worked within the normal span of hours on a public holiday, payment will be at an additional time and a half to make up double time and a half payment.
- (c) All time worked on Sunday will be paid for at the rate of double time.

(d) Picnic Day

- (i) Picnic Day will be that day approved by the Corporation to be the Picnic Day.
- (ii) On Picnic Day, the Corporation will remain operational to ensure provision of services.
- (iii) Employees are required to take the designated Picnic Day as a non-gazetted public holiday on the date specified by the Corporation unless the employee is specifically instructed to work by their Manager for operational reasons.
- (iv) Those employees required to work on Picnic Day will be paid ordinary time and will be allowed a day off in lieu to be taken during the Christmas Shutdown period as outlined in clause 32(i).

(e) August Bank Holiday and Local Show Day

- (i) On August Bank Holiday and Local Show Day, the Corporation will remain operational to ensure provision of services.
- (ii) Employees are required to take the August Bank Holiday and Local Show Day on the date they fall due as a non-gazetted public holiday unless the employee is specifically instructed to work by their Manager for operational reasons.

- (iii) If an employee is required to work on August Bank Holiday or the Local Show Day, a day's leave of absence in lieu of August Bank Holiday and local Show Days will be granted to each employee. The day off in lieu must be taken within four (4) calendar months of the respective entitlement date, subject to the following conditions:-
 - (a) All sections will be adequately staffed on any one day to ensure provision of services.
 - (b) Those employees scheduled to work on the gazetted day will be paid ordinary time.
 - (c) Show Day will not be granted more than once per annum.
- (f) Non-gazetted public holidays (i.e. Picnic Day, Bank Holiday and Show Day) or time in lieu are not available to employees on approved long service leave or parental leave (with or without pay).

32. ANNUAL LEAVE

- (a) Employees are entitled to four (4) weeks of annual leave per annum (exclusive of Public Holidays observed on a working day), which will accrue to each employee proportionately each pay period.
- (b) Subject to 32(c) and 32(d), annual leave entitlements accrued up to 30 June each year will be taken in the ensuing financial year.
- (c) In special circumstances the employee's manager may approve the accumulation of all or part of any annual leave accrued but total leave accumulated at 30 June in any year will not exceed a maximum of thirty-five (35) days.
- (d) In special circumstances, an employee may seek approval to accrue annual leave beyond the maximum of thirty-five (35) days so that, for example, they may take a prolonged overseas holiday. The approval of such request will be at the sole discretion of the authorised Manager but will not unreasonably be refused. When giving consideration to such request, the authorised Manager will take into account the employee's prior record of adherence to this clause. Should the request be granted, the employee is required to return their Annual Leave balance to a maximum of thirty five (35) days within a twelve month period, or alternatively, a mutually agreed timeframe.
- (e) Annual leave will be taken at the salary the employee was receiving immediately prior to the taking of the leave except where the employee takes such leave immediately following a period of relief in a higher classification. In these circumstances the employee will be paid at the salary the employee would have received if the employee were carrying out normal duties.
- (f) An employee who takes Annual Leave during a period of relief (i.e. where a continuous period of relief is interrupted by the taking of Annual Leave) will be paid for such leave at the relieving rate.
- (g) In the event of the termination, resignation or retirement of an employee, the cash equivalent of all accrued but untaken annual leave will be paid to the employee concerned.

The payment of such accumulated Annual Leave under the above provisos will be in extinction of Annual Leave entitlements.

(h) Cashing Out of Annual Leave

- (i) Employees covered by this agreement may avail themselves of the opportunity to cash out a portion of their accrued annual leave.
- (ii) Annual Leave will only be cashed out with the mutual agreement between an

employee and their Divisional Manager.

- (iii) The minimum amount of Annual Leave that may be cashed out is one week per occasion.
- (iv) Whilst there is no maximum amount of Annual Leave that can be cashed out in a twelve month period, employees must maintain a minimum balance of four (4) weeks accrued Annual Leave in order to be eligible. To ensure that an employee has had appropriate rest and recreation away from the workplace, the amount of Annual Leave that has been taken by the employee in the preceding twelve month period will be taken into consideration before an application for Cashing Out is approved.
- (v) Employees who wish to cash out their accrued annual leave, must apply in writing to their Divisional Manager. The approval of the application will be considered in the context of section (iv) of this clause.

(i) Christmas Shutdown

- (i) Between the Christmas and New Year period the Corporation's Head Office and Customer Centres will effectively "shut-down", for operational purposes; however, a limited number of staff will be required to work during this period. This period will be defined from Christmas Eve (or an earlier day nominated by the Corporation as the shutdown date) to the first day normal business operations resume (as nominated by the Corporation). However, the maximum number of leave days an employee will be required to take is no more than seven (7) days excluding public holidays.
- (ii) During the "shut-down" period employees are encouraged to take a portion of their accrued annual leave. However, employees may also be able to access other types of leave such as Rostered Days, Leave without Pay, flexible leave days (eligible employees only), accrued non-gazetted Public Holidays or time of in lieu of payment for overtime as per clause 30(h) on agreement with their Manager.
- (iii) Employees who would prefer to not take leave during the shutdown period, or have pre-determined plans for their Annual Leave should discuss with their Manager so that consideration can be given to working arrangements for the shutdown.
- (iv) Volunteers to work the period will be called for when staffing for the period is determined. Where a volunteer could continue to operate and perform their ordinary functions in an efficient and productive manner during this period, they will be permitted to do so. If this is not practicable employees may be redeployed by the Corporation to perform other duties.
- (v) No employee may be required to take leave where the employee has less than twenty (20) days accrued annual leave.

(j) Management of Excessive Annual Leave

- (i) Where an employee has accrued more than 35 days Annual Leave their Manager will initiate discussions with the employee to assist in the effective management of annual leave and fatigue in accordance with the relevant policies, as amended from time to time.

33. ANNUAL LEAVE LOADING

- (a) Employees covered by this Agreement will be granted an annual leave loading, equivalent to 17½% of four (4) weeks' ordinary salary.
- (b) The full entitlement to the loading on annual leave that the employee has accrued over the previous leave year is to be paid to the employee on the first occasion on which they take sufficient recreation leave to permit them to be absent from duty for at least two (2)

consecutive weeks after 1 December in any year. The loading will apply only to leave accrued in the year ending on the preceding 30 November.

- (c) In the event of no such absence occurring by 30 November of the following year, the employee (being still employed) is to be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous leave year, notwithstanding that they have not taken leave.
- (d) There will be a leave year ending 30 November in every year.
- (e) Upon cessation of employment with the Corporation for any reason, an employee who has not taken recreation leave qualifying them for payment of an annual leave loading since the preceding 1 December, will be paid the loading which would have been payable had such leave been taken.
- (f) Broken service during a year does not attract the annual leave loading, e.g. if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- (g) Rate of Payment. The annual leave loading is to be calculated on the salary rate paid for leave when taken. Where payment is made as at 30 November, because no period of two (2) weeks' leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.
- (h) Provided adequate notice is given, the annual leave loading will be paid prior to entry on leave, normally at the same time as the advance on salary.

34. PERSONAL/CARER'S LEAVE

- (a) Where an employee is absent from duty owing to:
 - (i) personal ill health or injury of the employee ('Sick Leave'); or
 - (ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, or injury, of the member; or an unexpected emergency affecting the member ('Carer's Leave');the employee will be paid ordinary pay during such absence subject to the below provisions.

(b) Sick/Carer's Leave

- (i) The employee will prove to the satisfaction of the Corporation that they are, or was unable, due to personal illness or injury or the need to take carer's leave, to attend for duty on the day or days for which payment under this clause is claimed.
Carer's Leave may be used to provide care or support to a member of the employee's immediate family, or member of the employee's household, who requires care and support because of a personal illness or injury or an unexpected emergency affecting the member.
- (ii) An employee absent on sick/carers leave will notify the Corporation of the reason for absence, if practicable, within four (4) hours after the employee's usual starting time.
- (iii) An employee absent on sick/carers leave for more than two (2) days must provide the Corporation a certificate from a registered health practitioner or a statutory declaration substantiating the reason for the absence. In cases of extended absence, the relevant Manager may require a fresh medical certificate to be provided each week.

- (iv) If the Corporation becomes concerned as to the extent or nature of sick leave taken by an employee, the Corporation may require an employee to provide a certificate from a registered health practitioner for absences of less than two (2) days. The Corporation will advise the employee in advance and bear the cost of obtaining the certificate, provided it certifies that the employee is unable to perform normal duties.
- (v) The sick/carer's leave entitlement of a part-time employee will be pro-rata. Any employee moving from full-time to part-time (or vice versa) will have their entitlement adjusted on a pro-rata basis.
- (vi) Employees are entitled to take sick/carer's leave for up to ten (10) days in each year of service (equal to two (2) ordinary working weeks); provided that an employee who is entitled to receive workers compensation will not be able to take sick leave for the period.
- (vii) Sick/carer's leave under this clause accumulates from year to year so that any untaken entitlement will be available to the employee in a subsequent year.
- (viii) Service prior to the commencement of this Agreement will count as service for all purposes of this clause.
- (ix) At the expiration of all sick/carer's leave entitlements, an employee may be granted leave without pay at the discretion of the Corporation.

(c) Carer's Leave

- (i) In addition to the above leave entitlements, employees will have an entitlement to an additional period of Carer's Leave of a further five (5) days per annum.
- (ii) The annual five (5) days Carer's Leave entitlement is not cumulative.
- (iii) Leave under this clause will be granted only in extraordinary or emergency circumstances where employees are forced to absent themselves from duty because of urgent pressing necessity and such leave as is granted will be limited to the time necessary to cover the immediate emergency. Any absence occasioned by personal exigencies, which might fairly be regarded as an obligation on the employee, rather than the employer, to make good, must be taken as leave under clause B.
- (iv) In the case of Carer's Leave, the Corporation may require an employee to produce a Medical Certificate or statutory declaration evidencing the circumstances which mean that the person requires care or support.
- (v) Employees are able to access accrued entitlements under clause (b) above for the purposes of caring for a family/household member suffering an injury/illness. The provisions determining access to "Carer's Leave" in this clause apply to the additional five (5) day entitlement.
- (vi) An employee is also entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (a) a personal illness, or personal injury, affecting the member; or
 - (b) an unexpected emergency affecting the member.

An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid leave.

35. LONG SERVICE LEAVE

- (a) Long Service Leave will accrue to each employee at the rate of 2 months for ten (10) years of service.

After the completion of the first ten (10) years of continuous service, long service leave will accrue at the rate of 10.92 days per year.

- (b) An employee is entitled to access long service leave after the completion of seven (7) years continuous service.

Where the services of an employee with at least seven (7) years continuous service are terminated or cease for any reason, the Corporation will pay to the employee, the money value of all Long Service Leave not taken at the time of the termination of the employee's services.

- (c) The term "days" will include all days other than Saturdays and Sundays.
- (d) Where the services of an employee who has completed at least five (5) years' current continuous service and less than seven (7) years' overall service are terminated by the Corporation for any reason except for serious and wilful misconduct or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, the employee will be entitled to be paid as Long Service Leave a proportionate part of two (2) months' salary according to the proportion which period of service in completed months bore to the term of seven (7) years.

An employee who terminates their service on account of illness, incapacity or domestic or other pressing necessity must include in the notification of resignation the reason for leaving the Corporation.

- (e) The cash value of Long Service Leave payable to an employee will be calculated at the salary the employee was receiving immediately prior to termination.
- (f) For the purpose of computing the amount of Long Service Leave accrued to an employee under this clause, periods of Leave Without Pay for three (3) months or more under this agreement will not be deemed to be included in the period of service.
- (g) The length of employment of an employee for the purpose of this clause will be determined in respect of service as from the date of first employment by the Corporation unless there has been a break in the contract of employment, in which case the length of time not employed will be deducted.
- (h) Payment for accrued Long Service Leave on termination under the above provisions will be in satisfaction of all such leave.
- (i) Where the services of an employee are terminated by the Corporation for any reason or by the employee and the period of service was ten (10) years or more, but less than fifteen (15) years, the employee will be paid as Long Service Leave, two (2) months for the first ten (10) years of service and the proportionate part of two and one-half months for the next five (5) years.

36. LEAVE WITHOUT PAY

- (a) The term, Leave Without Pay (LWOP), will mean a specific form of leave and should not be used to include reference to other forms of leave for which payment is not made, such as Sick Leave without pay or Maternity Leave without pay.
- (b) LWOP may be granted on such conditions as agreed between the Corporation and the employee, including the taking of LWOP in single day or short-term periods to assist an employee manage their personal commitments. This may only occur where the employee has exhausted all other leave balances except for leave taken due to Christmas shutdown.

37. NAIDOC LEAVE

Aboriginal and Torres Strait Islander employees may apply to the Corporation to be granted up to (5) days NAIDOC Leave per annum to participate in NAIDOC week events.

38. PARENTAL LEAVE

In addition to the Parental Leave provisions detailed in Part 2-2, Division 5 of the Fair Work Act 2009 (Cth), the following conditions will apply:

(a) Parental/Adoption Leave

- (i) For the purposes of Parental Leave, entitlements will include fourteen (14) weeks paid Primary Carer Leave which will be available to full time employees who have completed 40 weeks continuous service and will act as the primary caregiver from the birth of their child. This may be taken as either fourteen (14) weeks at full pay or twenty-eight (28) weeks at half pay.

Part-time employees will have a pro-rata entitlement.

- (ii) For the purposes of adoption leave, parental leave entitlements will include paid leave which will be available to full-time employees who have completed 40 weeks continuous service:-
 - (a) If the child is aged 1-5:-
 - three (3) weeks at their usual rate of pay; or
 - six (6) weeks at half their usual rate of paycommencing from the date of placement of the child.
For the purposes of this clause “usual rate of pay” will mean the amount paid for the standard working hours.
 - (b) Where the employee is the primary care giver and the child is under twelve (12) months old:-
 - fourteen (14) weeks at their usual rate of pay; or
 - twenty-eight (28) weeks at half their usual rate of paycommencing from the date of placement of the child.
 - (c) For part-time employees, paid leave detailed in (i) and (ii) above will be at a pro-rata rate.
- (iii) The twelve (12) month Parental/Adoption Leave entitlement may be taken as follows:-
 - (a) full-time for up to a maximum of twelve (12) months, from the child’s date of birth; placement of the child, or
 - (b) part-time, up to a maximum of two (2) years, from the child’s date of birth; placement of the child, or
 - (b) a combination of full-time and part-time leave, provided that no more than twelve (12) months’ Parental/ Adoption Leave on a full-time basis is taken and that the balance taken part-time will conclude before the child’s second birthday/second anniversary of the child being placed.
- (iv) During a period of unpaid parental leave employee service will not be recognised unless the following conditions are met:
 - (a) The employee has more than seven (7) years of service at the commencement of unpaid parental leave; and
 - (b) The total unpaid parental leave taken does not exceed six (6) months in duration.

(v) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation will take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) 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.
- (b) The employee will take reasonable steps to inform the Corporation 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.
- (c) The employee will also notify the Corporation of changes of address or other contact details which might affect the employer's capacity to comply with 38(a)(v)(a).

(vi) Right to request

- (a) An employee entitled to parental leave may request the Corporation to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; or
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
- (b) The Corporation will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) **Employee's request and the employer's decision to be in writing**
The employee's request and the employer's decision made under (vi)(a)(2) and (vi)(a)(3) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under (vi)(a)(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (vii) The Corporation must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of the Corporation in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(b) Paid Partner Leave

- (i) Paid partner leave will be available to all full-time or part-time employees who have completed forty (40) weeks of continuous service immediately prior to the birth or adoption. The entitlements to paid partner leave are as follows:
 - (a) Eligible full-time employees are entitled to two (2) weeks leave on full pay.
 - (b) Part-time employees will have a pro-rata entitlement.
 - (c) Paid partner leave will commence from the date of birth of the child and must be taken in a continuous block.

39. COMPASSIONATE LEAVE

- (a) A permanent employee is entitled to paid compassionate leave of up to three (3) days for each occasion when a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) Provided further, an employee will be entitled to a maximum of a further two (2) days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of a member of an employee's immediate family and where such employee travels outside of Australia to attend the funeral.

40. DOMESTIC AND FAMILY VIOLENCE LEAVE

- (a) The Corporation is committed to supporting employees who are experiencing domestic and family violence.
 - (i) For the purpose of this clause domestic or family violence is defined as any violence, threatening or other behaviour by a person that coerces or controls a member of their family or household, or behaviour that causes a member of their family or household to be fearful. This may include, but is not limited to, physical, sexual, emotional, psychological or financial abuse.
 - (ii) An employee experiencing domestic and family violence will have access to paid Domestic and Family Violence leave and other support services in accordance with relevant policies, as amended from time to time (and which do not form part of this agreement).

41. WORKING FROM HOME

The Corporation will consider applications for working from home arrangements in accordance with relevant policies, as amended from time to time (and which do not form part of this agreement).

42. FLEXIBILITY [INCLUDING TRANSITION TO RETIREMENT]

- (a) The Corporation aims to create a diverse and inclusive work environment. It is recognised that the provision of flexible work arrangements assist in achieving this goal. Employees may request a change to working arrangements to provide additional flexibility including but not limited to Changing hours of work (e.g. part-time work), patterns of work (e.g. flexible hours), location of work (e.g. home-based work), work arrangements (e.g. job sharing) and other arrangements reasonably proposed by employees.

- (b) The Corporation is committed to giving full consideration to any proposal for flexible work arrangements submitted by an employee subject to its right to refuse the request upon 'reasonable business grounds'. When considering an application the needs of the work area, the needs of the business, the requirements of the particular role in question, the parameters for changing the existing arrangements, the employees' needs and the proposal will all be considered.
- (c) Approval of any flexible work or leave arrangements to assist in transition to retirement will be at the Corporation's discretion having regard to operational requirements of the Corporation and the specific needs of the employee.
- (d) Throughout the life of this agreement the parties to this agreement will work collaboratively to trial personalisation of work flexibility options.

43. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- (a) The Corporation and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement in relation to:
 - (i) An employee electing to work his/her ordinary hours of work outside the normal span of hours without attracting shift penalty rates.

The arrangement must meet the genuine needs of the Corporation and the employee, and be genuinely agreed by the Corporation and the employee.
- (b) The Corporation must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Corporation must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Corporation and employee; and
 - (iii) is signed by the Corporation and 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 enterprise 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) The Corporation must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Corporation or the employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Corporation and the employee agree in writing - at any time.

SIGNATORIES TO THE AGREEMENT

Signed for
on behalf of
Hunter Water
Corporation



Signature

29/09/2021

Date

Darren Vincent John Cleary

Full Name

36 Honeysuckle Drive Newcastle NSW 2300

Address

Managing Director

Authority Position



Witness Signature

29/09/2021

Date

Sonia Lee Roughan

Witness Full Name

36 Honeysuckle Drive Newcastle NSW 2300

Witness Address

SIGNATORIES TO THE AGREEMENT

Signed for and
on behalf of
APESMA



.....
Signature

DATE: 29/09/2021

Gordon Brock

.....
Full Name

Level 1, 491 Kent Street

Sydney NSW 2000

.....
Address

Director NSW

.....
Authority Position



.....
Witness Signature

DATE: 29/09/2021

Justine McCarthy

.....
Witness Full Name

Level 1, 491 Kent Street

Sydney NSW 2000

.....
Witness Address

