



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**South Australian Water Corporation T/A SA Water**  
(AG2022/13)

## **SA WATER CORPORATION ENTERPRISE AGREEMENT 2021-2024**

Water, sewerage and drainage services

COMMISSIONER PLATT

ADELAIDE, 10 FEBRUARY 2022

*Application for approval of the SA Water Corporation Enterprise Agreement 2021-2024*

[1] An application has been made for approval of an enterprise agreement known as the *SA Water Corporation Enterprise Agreement 2021-2024* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by South Australian Water Corporation T/A SA Water (the Applicant). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 7 February 2022 and was determined on the papers.

[3] The Applicant has submitted an undertaking in the required form dated 9 February 2022. The undertaking states that employees who are employed at Classification Level SAW1.1 and who are entitled to receive the “standard shift allowances” under clause 5.1.9.2 of the Agreement will be paid an allowance of 30% for worked conducted on “a weekday – standard night shift (finishing after 12:00 midnight and at or before 8:00am)”.

[4] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertaking.

[5] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[6] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), United Workers’ Union (UWU), Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), the Community and Public Sector Union (CPSU) and Professionals Australia, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

[7] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 30 June 2024.



COMMISSIONER

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**Government  
of South Australia**



**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

# **SA WATER CORPORATION ENTERPRISE AGREEMENT 2021 - 2024**

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## PART 1: AGREEMENT REGULATION AND ADMINISTRATION

### 1.1 TITLE

This Agreement shall be known as the *SA Water Corporation Enterprise Agreement 2021-2024*.

### 1.2 DEFINITIONS

In the Agreement:

**"Act"** means the *Fair Work Act 2009 (Cth)*.

**"Agreement"** means the *SA Water Corporation Enterprise Agreement 2021 - 2024*.

**"Award"** means the *Water Industry Award 2020*.

**"Child"** means (for parental leave purposes) a child of the Employee or the Employee's spouse (including de facto) under the age of one year; or means a child under the age of school age who is placed with an Employee for the purposes of adoption, other than a child or step-child of the Employee, or of the spouse (including de facto) of the Employee, who has previously lived with the Employee for a continuous period of at least six (6) months.

**"Continuous service"** means service (other than as a casual) under an unbroken contract of employment and includes a period of absence:

- (a) Authorised by SA Water; or
- (b) Permitted by written agreement between SA Water and the Employee, the Award or order of a court or tribunal that has power to fix rates of pay and other terms and conditions of employment;
- (c) Permitted pursuant to a contract of employment; or
- (d) Authorised by applicable legislation; or
- (e) Where a person is re-employed by SA Water within three (3) months after ceasing to be an SA Water Employee;

and includes service continuous with SA Water employment as a "public sector Employee" as defined in the *Public Sector Act 2009*.

**"Day"** means a 24 hour period from 12:00 midnight to 12:00 midnight (except where otherwise indicated).

**"Eligible casual Employee"** means a casual Employee employed by SA Water during a period of at least 12 months, either:

- (a) Working on a regular and systematic basis for several periods of employment; or
- (b) Working on a regular and systematic basis for an ongoing period of employment, and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

**"Employee"** means any person employed by SA Water whose position classification is set out in this Agreement and where that person's employment falls within clause 1.3, parties bound, and means both singular and plural where not specified otherwise in the clause.

**"Employer", "SA Water" or "Corporation"** means the South Australian Water Corporation, and includes, where the context permits, any duly authorised officer acting on behalf of SA Water.

**"FWC"** means Fair Work Commission.

**“Immediate family”** includes an Employee's spouse, de facto partner, parent, foster parent, step parent, grandparent, sibling, child, step-child, foster child, grandchild or a parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee and includes a member of the Employee's household.

**“NES”** means the National Employment Standards in the Act.

**“Ordinary hours”** subject to agreement pursuant to clause 5.1 “Hours of Work”, are an average day of work of 37.5 hours per week exclusive of meal breaks worked between 6:00am – 6:00pm Monday to Friday inclusive.

**“Ordinary rate”** means any pay rate specified and payable to an Employee for the ordinary hours of work without applying any overtime rate, shift allowance or other allowance or payment pursuant to this Agreement.

**“Parental leave”** means adoption leave, maternity leave, paternity leave, extended maternity leave, extended adoption leave or extended paternity leave as appropriate, and is unpaid leave.

**“People leader”** means a branch, regional, group or divisional head.

**“Policy”** or **“Procedure”** means all documented instructions authorised and issued by SA Water from time to time.

**“Representative”** means a person who is able to intercede on behalf of an Employee, or Employees. However, this must be done appropriately and respectfully.

**“Support person”** means a person who may offer physical and/or emotional support to an Employee, but they cannot advocate on the Employee's behalf.

**“Unions”** means the:

- Professionals Australia, registered as the Association of Professional Engineers, Scientists & Managers Australia (APESMA);
- Australian Manufacturing Workers Union;
- Communications Electrical Electronic Energy Information Postal Plumbing & Allied Services Union of Australia, Electrical Division – SA Branch;
- Community and Public Sector Union (CPSU), SPSF Group SA Branch, Public Service Association of SA Inc; and
- United Workers Union.

### 1.3 PARTIES BOUND

1.3.1 This Agreement shall be binding on:

1.3.1.1 SA Water;

1.3.1.2 All Employees whose classification level falls within Schedule 1; and

1.3.1.3 Any Union listed in clause 1.2 “Definitions” that applies for the Agreement to cover them in accordance with section 183 of the Act.

### 1.4 DATE AND PERIOD OF OPERATION

This Agreement will start to operate seven (7) days after its approval by Fair Work Commission. The nominal expiry date of this Agreement is 30 June 2024. This Agreement will continue to apply after its expiry date until the Agreement is varied, replaced or terminated in accordance with the Act. This Agreement can be terminated or varied by agreement during the life of the Agreement in accordance with the Act.

## 1.5 RELATIONSHIP OF AGREEMENT

- 1.5.1 This Agreement replaces:
- 1.5.1.1 All former Agreements; and
- 1.5.1.2 The Award.
- 1.5.2 This Agreement will be read and interpreted in conjunction with the NES, provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provisions for an Employee will apply.
- 1.5.3 Not less than three (3) months prior to the expiration of the Nominal Term of this Agreement, the parties will review its operation and discuss any changes deemed necessary.

## 1.6 POLICY AND PROCEDURE

- 1.6.1 All Employees are obligated to comply with all SA Water policies and procedures as varied from time. Policies and procedures do not form part of this Agreement.
- 1.6.2 Changes to SA Water Human Resources policies and procedures that affect Employees will be the subject of consultation between SA Water, its Employees and their representatives. To the extent that there is any disparity between SA Water policy and this Agreement, the Agreement will prevail.

## 1.7 PERFORMANCE BASED EMPLOYEES

- 1.7.1 The clauses of the Agreement listed below do not apply to an Employee classified at SAW Level 6 or SAW Level 7 who has entered or will enter into a performance based employment contract with SA Water while the terms of this Agreement continue to operate by force of law (unless otherwise provided in the contract).
- 1.7.2 Employees who voluntarily enter into Performance Based Contracts will be better off overall and will receive an annual salary no less than that contained in Schedule 1 of the Agreement for their classification.
- 1.7.3 The following clauses do not apply:

Clause Number	Clause Title
5.1	Hours of Work
5.2	Overtime – Day Workers
5.3	Overtime – Continuous with Ordinary Hours
5.4	Overtime – Not Continuous with Ordinary Hours
5.5	Meal Breaks
6.2	Rate of Pay
6.3	Wages and Salary Variations
Part 7	Allowances and Other Benefits
8.1.4	Annual Leave Loading
9.1	Termination of Employment (except for clause 9.1.1)

## 1.8 WORK HEALTH AND SAFETY

SA Water and its Employees are committed to complying with their obligations under the *Work Health and Safety Act 2012* and any applicable regulations. SA Water values safety and is committed to ensuring safe and healthy working conditions and work practices in SA Water remain a priority.



## 1.9 EQUAL EMPLOYMENT OPPORTUNITY

- 1.9.1 SA Water and its Employees are committed to complying with the various legislative anti-discrimination and equal opportunity obligations. SA Water values diversity and commits to providing appropriate support, training and development to promote diversity in the workplace.
- 1.9.2 The parties commit to the ongoing development and implementation of the equity, diversity and inclusion strategies to minimise the risks of unjustified or unlawful discrimination. These strategies will include measures to address the future needs of Employees and SA Water including but not limited to:
- Flexible work practices;
  - Training and development activities targeting specific groups;
  - Cultural activities to ensure continued performance by all Managers and Employees in respect of equity and diversity; and
  - Programs to address issues specific to equal employment opportunity for women and Aboriginal and Torres Strait Islander people.

## 1.10 CLASSIFICATION REVIEW

- 1.10.1 An Employee may seek to have their job role reviewed in accordance with the SA Water review process. This will take the form of a review of the Employee's position description to ensure it is current and the assessment of the Employee's job role against the SA Water Classification Structure. For metal trade Employee's assessment will be against the *SA Water Metals Classification Criteria and Process 2015*. For all other Employees assessment will use SA Water processes.
- 1.10.2 This review will be undertaken internally by SA Water in accordance with the SA Water review process.
- 1.10.3 For metal trades Employees, where there is an appeal over a review outcome, as per 1.10.1 above, on the grounds of competencies used on the job, further assessment of those competencies will be conducted by an accredited assessor from an appropriate Registered Training Organisation. The assessor will be sourced through the SA Water preferred provider. This assessment will then be used by SA Water to determine the appropriate classification for the Employee consistent with the *SA Water Metals Classification Criteria and Process 2015*. For the life of this Enterprise Agreement the *SA Water Metals Classification Criteria and Process 2015* will only be changed by agreement of the relevant parties to the Agreement.

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## **PART 2: VISION AND STRATEGY**

### **2.1 OBJECTIVES OF AGREEMENT**

- 2.1.1 SA Water's vision is "Delivering trusted water services for a sustainable and healthy South Australia".
- 2.1.2 A clearly defined strategy enables SA Water to prioritise work to achieve our goals. It enables SA Water to make consistent decisions and to help us to work together towards our vision and operate in the best interests of customers and stakeholders.
- 2.1.3 While striving to achieve our vision and performance outcomes, SA Water must also endeavour to build a more agile and resilient business for the future. In line with the Water Industry Act 2012, as a regulated business SA Water is required to carry out its operations in a prudent and efficient way.
- 2.1.4 SA Water will continue to focus on being efficient, competitive and innovative – working in smarter ways to benefit customers, Employees and our owner. An engaged and motivated workforce is a key to this.
- 2.1.5 The Agreement aims to provide simple, clear and unambiguous conditions of employment that:
- Position SA Water to meet current and future challenges, while delivering services that meet – or exceed – customer expectations;
  - Give SA Water the best chance of attracting, developing and retaining talented and productive Employees;
  - Promote a culture where Employee rewards are appropriately linked to performance;
  - Value diversity, promote safety and wellbeing, and enhance opportunities for Employees;
  - Provide a degree of flexibility that allows Employees to balance their work with other commitments;
  - Assist in delivering SA Water's strategy and legislative requirements.

## **PART 3: EMPLOYEE RELATIONS MANAGEMENT**

### **3.1 SA WATER STRATEGIC PLANNING INITIATIVES**

The parties recognise the profound influence that Employees have on efficiency and organisational performance. Accordingly, the parties agree, subject to proper consultation (see clause 3.2 "Communication/Consultation") to cooperate throughout the life of the Agreement in the implementation of strategic planning initiatives that will improve workforce flexibility, efficiency and organisational performance. The parties agree subject to the proper consultation to cooperate and commit to strategic planning initiatives arising out of the SA Water strategic plan.

### **3.2 COMMUNICATION/CONSULTATION**

#### **3.2.1 Principles for Consultation**

SA Water acknowledges the important role which Employees and their representatives play in restructuring and change processes as stakeholders to the final outcomes. The purpose of consultation is to:

1. Optimise the quality of management decision making by ensuring that all relevant information and opinions are available to be considered;
2. Ensure the interests of SA Water Employees are considered;
3. Maximise the benefits of change for the owners, SA Water, Employees and customers;
4. Ensure the commitment of the parties to this Agreement;
5. Workplace change that will have significant effects on Employees should not be implemented before appropriate consultation has occurred with Employees and their representatives; and
6. Representatives will be given the opportunity to adequately consult with members potentially affected by workplace change. Unions will conduct their consultation with regard to the business imperatives behind any proposed workplace change.

#### **3.2.2 Consultation Term**

3.2.2.1 This term applies if the Employer:

3.2.2.1.1 proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

3.2.2.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

*Major change*

3.2.2.2 For a major change referred to in paragraph 3.2.2.1.1:

3.2.2.2.1 the Employer must notify the relevant Employees of the proposal to introduce the major change; and

3.2.2.2.2 sub-clauses 3.2.2.3 to 3.2.2.9 apply.

3.2.2.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

- 3.2.2.4 If:
- 3.2.2.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - 3.2.2.4.2 the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 3.2.2.5 As soon as practicable after finalising its proposal, the Employer must:
- 3.2.2.5.1 discuss with the relevant Employees:
    - i. the introduction of the proposal; and
    - ii. the effect the proposal is likely to have on the Employees; and
    - iii. measures the Employer will take to avert or mitigate the adverse effect of the proposal, if implemented, on the Employees; and
  - 3.2.2.5.2. for the purposes of the discussion—provide, in writing, to the relevant Employees:
    - i. all relevant information about the proposal including the nature of the change proposed; and
    - ii. information about the expected effects of the proposal on the Employees; and
    - iii. any other matters likely to affect the Employees.
- 3.2.2.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 3.2.2.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 3.2.2.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 3.2.2.2.1 and sub-clauses 3.2.2.3 and 3.2.2.5 are taken not to apply.
- 3.2.2.9 In this term, a proposed major change is likely to have a significant effect on Employees if it results in:
- 3.2.2.9.1 the termination of the employment of Employees; or
  - 3.2.2.9.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - 3.2.2.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 3.2.2.9.4 the alteration of hours of work; or
  - 3.2.2.9.5 the need to retrain Employees; or

3.2.2.9.6 the need to relocate Employees to another workplace; or

3.2.2.9.7 the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

3.2.2.10 For a change referred to in paragraph 3.2.2.1.2

3.2.2.10.1 the Employer must notify the relevant Employees of the proposed change; and

3.2.2.10.2 sub-clauses (11) to (15) apply.

3.2.2.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

3.2.2.12 If:

3.2.2.12.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

3.2.2.12.2 the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

3.2.2.13 As soon as practicable after proposing to introduce the change, the Employer must:

3.2.2.13.1 discuss with the relevant Employees the introduction of the change; and

3.2.2.13.2 for the purposes of the discussion—provide to the relevant Employees:

- i. all relevant information about the change, including the nature of the change; and
- ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
- iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

3.2.2.13.3 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).

3.2.2.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

3.2.2.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

3.2.2.16 In this term:

relevant Employees means the Employees who may be affected by a change referred to in sub-clause (1).

### 3.3 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 3.3.1 An individual Employee may agree to make an Individual Flexibility Arrangement with SA Water to vary the effect of any term of this Agreement to meet the genuine needs of the Employee and SA Water.
- 3.3.2 The Individual Flexibility Arrangement must be genuinely agreed to by SA Water and the Employee.
- 3.3.3 SA Water must ensure that the terms of the Individual Flexibility Arrangement:
- Are about permitted matters defined by section 172 of the *Fair Work Act 2009*; and
  - Are not unlawful terms defined by section 194 of the *Fair Work Act 2009*; and
  - Result in the Employee being better off overall at the time the Agreement is made than the Employee would be if no arrangement was made.
- 3.3.4 SA Water must further ensure that any such arrangement is in writing, includes the name of the Employee and is signed by SA Water and the Employee. If the Employee is under 18 years of age, the agreement must be signed by a parent or guardian of the Employee.
- 3.3.5 The Agreement must also include details of:
- The terms of the Agreement that will be varied by the arrangement; and
  - How the arrangement will vary the effect of the terms; and
  - 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
  - The day on which the arrangement commences.
- 3.3.6 SA Water must give the Employee a copy of the Individual Flexibility Arrangement within 14 days after it is agreed to.
- 3.3.7 SA Water or the Employee may terminate the Individual Flexibility Arrangement:
- By giving no more than 28 days written notice to the other party to the arrangement; or
  - If SA Water and the Employee agree in writing - at any time.

### 3.4 JOB SECURITY

During the Agreement's nominal term, SA Water will only compulsorily retrench a Tenured Employee, as defined in Schedule 4 "Tenured Employee", in accordance with the process outlined in Schedule 4 "Redeployment, Retraining and Redundancy of Tenured Employees".

### 3.5 CAPABILITY AND SKILLS FORMATION AND PROFESSIONAL DEVELOPMENT

- 3.5.1 The parties recognise that a skilled and capable workforce underpins SA Water's continuing business success and as such the parties are committed to ongoing capability development.
- 3.5.2 The Corporation will strive to create a high performing and collaborative culture through building appropriate knowledge, skills and behaviours in the organisation.
- 3.5.3 Employees will commit to undertaking the capability and professional development deemed necessary by SA Water as being required to do their current job and fulfil business and safety requirements.

3.5.4 Initiatives will include but not be limited to:

- Apprenticeships, cadetships and traineeships and graduate programs with an intent to develop and retain key skills required for our future workforce;
- Reviewing and refining capability requirements;
- Implementing organisational development programs focussed particularly on leadership and commercial capabilities;
- The provision of professional development that supports employees to attain and maintain professional registration where relevant and required for the role;
- Management development programs with a focus on people management; and
- Technical skills development encompassing compliance training, high level technical expertise, operational competencies in line with endorsed training packages and organisational specific functional skills.

3.5.5 Employee development plans will be implemented to the mutual benefit of SA Water and its Employees.

**3.5.6 Reimbursement for required Qualifications/Licences**

Where an Employee is required by SA Water to maintain any occupational qualification, SA Water will reimburse the costs associated with maintaining the qualification including the cost of any preparatory course and assessment/examination as prescribed by legislation establishing the occupational qualification.

Consistent with clause 7.6 "Licence to Drive Motor Vehicles", employees will not be reimbursed for their "C class" motor vehicle licence.

### **3.6 GRIEVANCE AND DISPUTE PROCEDURES**

Any industrial dispute arising out of this Agreement, or the operation of the NES, or a matter likely to create an industrial dispute arising out of this Agreement, or the operation of the NES, should be dealt with in the following manner:

- 3.6.1 The parties to the Agreement are obliged to make every endeavour to facilitate the effective functioning of these procedures.
- 3.6.2 The Employee or Employee representative should discuss any matter affecting an Employee with the supervisor/manager in charge of the section or sections in which the dispute or likely dispute exists.
- 3.6.3 If the matter is not resolved at this level, the Employee or Employee representative should ask for it to be referred to an appropriate supervisor/manager who shall arrange a conference to discuss the matter. If requested by the supervisor/manager, the subject of the dispute shall be put in writing, so far as is reasonably practicable.
- 3.6.4 The consultation process as prescribed in sub-clause 3.7.3 shall be commenced within two (2) days/48 hours of the dispute or likely dispute being notified, or within such other period as the parties may agree.
- 3.6.5 If a matter cannot be resolved following the above procedures, the parties should enter into consultation at a higher level on both sides, as the parties consider appropriate. At this stage the Employee or Employee representative or the employer may ask for the matter to be referred to an agreed industrial relations consultant, who shall arrange a conference to discuss the matter and assist if agreed to by the parties.

- 3.6.6 At any stage in these procedures after consultation between the parties has taken place in accordance with the procedures, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed upon between the parties. If requested the subject of the dispute shall be put in writing, so far as is reasonably practicable.
- 3.6.7 If a dispute arising from any industrial matter, including a dispute arising under this Agreement, is unable to be resolved at the workplace and all steps for resolving the dispute as detailed above have been exhausted, the dispute shall, be referred to the Fair Work Commission as per the following:
- 3.6.7.1 FWC may exercise its powers of mediation and conciliation to assist in the resolution of the dispute;
  - 3.6.7.2 FWC may exercise its powers of arbitration to assist in the resolution of the dispute where arbitration is with the consent of all parties to the dispute; or
  - 3.6.7.3 FWC may make such recommendations or orders as necessary to assist in resolution of the dispute as set out in this clause.
- 3.6.8 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.

### 3.7 CODE OF CONDUCT

All Employees will be treated with courtesy and respect and are, in turn, expected to be courteous and respectful in their dealings with other Employees, customers and members of the public. SA Water will ensure that each Employee is given a copy of the *Code of Ethics* for the South Australian Public Sector and has the opportunity at all times to seek clarification of any issues. The *Code of Ethics* is not expressly incorporated into this Agreement.

Employees will inform themselves of the *Code of Ethics* in effect from time to time and will abide by its requirements. In particular, strict adherence is required in the following areas:

#### 3.7.1 Confidentiality

- 3.7.1.1 SA Water's requirements in relation to confidentiality are consistent with those normally required of Employees by law. This provision is not intended to inhibit proper communication between SA Water Employees and their representative on Employee relations issues.
- 3.7.1.2 At all times (including after leaving SA Water employment), Employees will observe confidentiality of information relating to SA Water's business. Confidential information must not be disclosed except in the proper performance of the Employee's normal duties or in accordance with the instruction or authority of SA Water. Employees will take all reasonable steps as are advised by SA Water to ensure such information is kept confidential.
- 3.7.1.3 "Confidential information" means the information, knowledge, trade secrets, processes or data concerning or relating to the past, current or future business of SA Water, its customers and SA Water personnel of which Employees may become aware in the course of their employment by SA Water.



"Confidential information" does not include information that is or has become public knowledge through no act or failure by the Employee or which the Employee can show was not acquired directly or indirectly from SA Water.

**3.7.2 Conflict of Interest**

- 3.7.2.1 Prior to engaging in any activity which could amount to a real or perceived conflict of interest or a potential conflict of interest, the Employee is to declare the conflict or potential conflict to the Employee's supervisor/ manager.
- 3.7.2.2 The Employee will advise their supervisor/manager of any change in respect of any activity which could amount to a conflict of interest or potential conflict of interest immediately on the occurrence of any such change or as soon as possible thereafter.

## **PART 4: CONDITIONS OF EMPLOYMENT**

### **4.1 CLASSIFICATION AND EMPLOYMENT STATUS**

- 4.1.1 Before commencement of employment, SA Water will advise the Employee in writing of their classification, employment status (i.e. full-time, part-time, casual or fixed term), and rate of pay under this Agreement. The Employee is to acknowledge this advice in writing before the employment commences.
- 4.1.2 SA Water will confirm in writing any agreed changes to these areas of the contract of employment, and the Employee, in turn, is to acknowledge their receipt and acceptance in writing.

### **4.2 EMPLOYMENT CONTRACT**

- 4.2.1 Subject to sub-clause 4.2.2, all Employees agree to exercise the full extent of their skill and competency relevant to their current classification, as required by SA Water including work that is incidental or peripheral to their main tasks or functions (subject to training, competency, legal and health and safety requirements) and not to prevent other Employees from working in a like manner.
- 4.2.2 Employees will not be called upon to perform excessively or predominantly duties or functions below the levels of their main job roles.

### **4.3 ON-GOING EMPLOYMENT**

#### **4.3.1 Full-Time Employment**

This means an Employee who is employed on an on-going basis and is required to work 37.5 ordinary hours a week or an average of 37.5 hours a week over a four (4) week period.

#### **4.3.2 Part-Time Employment**

4.3.2.1 This means an Employee who:

- 4.3.2.1.1 Works less than full-time hours of 37.5 per week or an average over a four (4) week period of less than 37.5 hours a week;
- 4.3.2.1.2 Has reasonably predictable hours of work; and
- 4.3.2.1.3 Receives, on a pro-rata basis, equivalent pay and conditions to those of full time Employees who do the same kind of work.

4.3.2.2 At the time of engagement the employer and the part-time Employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and the actual starting and finishing hours each day.

4.3.2.3 Any agreed variation to the hours will be recorded in writing.

4.3.2.4 A part-time Employee will be rostered for a minimum of three (3) consecutive hours on any shift.

4.3.2.5 All time worked in excess of the hours as agreed under clause 4.3.2.2 or varied under clause 4.3.2.3 will be overtime and paid for at overtime rates.

4.3.2.6 Part-time Employees will be paid and will accrue paid leave entitlements in proportion to the number of hours worked against full-time hours.

- 4.3.2.7 Part-time Employees will receive paid time off on public holidays falling on their rostered workdays for the period rostered to be worked.
- 4.3.2.8 Employees will not be required to convert their full-time position to part-time. However, they may initiate a proposal for their full-time position to be converted to part-time. Similarly, they may also initiate a proposal for their part-time position to revert to full-time.
- 4.3.2.9 Part-time arrangements will only be entered into by agreement and will be recorded in a written letter signed by the Employee and SA Water. The letter will include the hours to be worked and the pattern of attendance and may include an end date. Upon reaching the end date, the Employee will revert to their original employment status unless otherwise agreed.
- 4.3.2.10 Part-time agreements may only be altered by consent between SA Water and the Employee.
- 4.3.2.11 Except where specified, the provisions of this Agreement apply to part-time Employees in the same way as full-time Employees.

#### 4.3.3 **Part-Time Arrangements for Call Centre Shift Employees**

This clause applies to part-time Employees who work in the Call Centre on shift work.

- 4.3.3.1 A part-time Employee means an Employee who:
  - 4.3.3.1.1 Works less than 37.5 hours per week or an average of less than 37.5 hours per week over a four (4) week period;
  - 4.3.3.1.2 Works a minimum of 10 hours per week or an average of at least 10 hours per week over a four (4) week period;
  - 4.3.3.1.3 Receives, on a pro-rata basis, equivalent pay and leave entitlements to full time Employees.
- 4.3.3.2 A part-time Employee will not be required to work a shift less than three (3) consecutive hours.
- 4.3.3.3 A part-time Employee will be entitled to overtime for all time worked outside the span of ordinary hours (6:00am to 6:00pm, Monday to Friday) or in excess of an average of 37.5 hours per week over a four (4) week period.
- 4.3.3.4 A part-time Employee will receive paid time off on public holidays falling on days that they would normally be required to work, but for the public holiday.

## 4.4 **CASUAL EMPLOYMENT**

- 4.4.1 A casual Employee is engaged by the hour, in an irregular and ad hoc manner. Casual Employees will be paid, in addition to the ordinary hourly rate and rates payable for shift and weekend work on the same basis as a full-time Employee. They will be paid an additional loading of 25% of the ordinary hourly rate for the classification in which they are employed that compensates for casual Employees not being entitled to paid leave including annual leave, personal leave, compassionate leave, paid jury leave, paid maternity leave, special leave and public holidays. Casual Employees are entitled to unpaid carer's leave (see Part 8 Leave). A casual Employee is subject to all other terms and conditions under this Agreement.

- 4.4.2 A casual Employee will be paid for a minimum of three (3) consecutive hours for each agreed engagement to start at work confirmed to the Employee by SA Water unless the Employee is given at least 24 hours' notice that they are not required for that particular engagement.

#### **4.5 FIXED-TERM EMPLOYMENT**

- 4.5.1 This means an Employee who is employed by SA Water for a fixed period of time or for a specific project/event of finite duration as determined by their letter of offer.
- 4.5.2 A new Employee may be engaged full-time or part-time for a defined or fixed term not exceeding five (5) years.
- 4.5.3 This provision will not be used to convert existing full-time or part-time Employees to fixed-term contract employment.
- 4.5.4 SA Water will only use fixed-term contract employment in the following circumstances:
1. To cover periods of temporary absence; or
  2. To provide additional support, specialist skills and/or services to meet a specific business need of defined duration; or
  3. To work on a defined project or projects where there are not suitable or sufficient existing Employees available.
- 4.5.5 An offer of fixed-term employment will be in writing and will specify a term of employment or a term determined by the completion of a particular task, project or other specified event.

#### **4.6 APPRENTICESHIP/TRAINEESHIP**

During employment with SA Water, an Employee may be engaged as an Apprentice or Trainee and required to undertake an Apprenticeship or Traineeship. Employment with SA Water as an Apprentice or Trainee will, for the purpose of this Agreement, mean:

- 4.6.1 An approved and accredited Apprenticeship or Traineeship under a Contract of Training as defined in the *Training & Skills Development Act (2008)* that would otherwise apply but for this Agreement.
- 4.6.2 The rates of pay are prescribed in Schedule 2 "Rates of Pay" and will apply from the date the Apprenticeship/Traineeship Agreement is approved and will cease at the completion of the Apprenticeship/Traineeship.
- 4.6.3 Apprenticeships/Traineeships are for a fixed term of employment and will not continue beyond the end date of the contract unless a specific written undertaking is given prior to, or upon, the completion of the apprenticeship or training contract.
- 4.6.4 Where employment is continued after the conclusion of the Apprenticeship/Traineeship, the full provisions of this Agreement will apply, excluding that applicable to Apprenticeships/Traineeships.
- 4.6.5 Where employment is not continued after the conclusion of the Apprenticeship/Traineeship the Apprentice/Trainee shall be paid out all accrued annual leave and leave loading.

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#### **4.7 PROBATIONARY PERIOD**

- 4.7.1 Employees will be employed on a probationary period of six (6) months to assess the suitability of the employment relationship. This will be confirmed in the contract of employment. The Employee will be advised of the nature of any issue of concern to SA Water arising during the probationary period and will be given an opportunity to address the issue.
- 4.7.2 SA Water or the Employee may terminate employment during the probationary period by giving two (2) weeks' notice or payment in lieu, unless the termination is for serious and wilful misconduct.

#### **4.8 ABSENCE WITHOUT REASONABLE CAUSE**

If an Employee is absent from work during normal working hours without reasonable cause and is unable or unwilling to provide SA Water with reasonable documentary evidence substantiating the reason for their absence (for example evidence of a requirement to take personal leave) SA Water may reduce the Employee's normal pay to reflect the period of absence. Continuity of service is not broken under these instances.

## **PART 5: HOURS OF WORK**

### **5.1 HOURS OF WORK**

#### **5.1.1 Ordinary Hours of Work and Rostering**

For the purpose of the NES, ordinary hours of work under this Agreement are 37.5 per week.

5.1.2 SA Water provides opportunities for Employees to work flexible hours and secure rostered days off. These provisions are based on the principles of:

5.1.2.1 Providing Employees with a degree of flexibility in managing their work-life balance;

5.1.2.2 Trust, cooperation and open communication between Employees and their supervisors/managers;

5.1.2.3 Mutual benefit to the Employee and SA Water;

5.1.2.4 Team effort that ensures business, customer and workgroup needs are met.

5.1.3 The parties acknowledge the existence and continuation of a number of flexible work arrangements – which are in operation throughout SA Water including flexitime and rostered days off. These written arrangements will continue unless varied in accordance with clause 5.1.4.4.

#### **5.1.4 Day Workers**

5.1.4.1 The ordinary working hours for day workers are an average of 37.5 hours per week over 28 days and will be worked within the span of hours from 6:00am to 6:00pm Monday to Friday.

5.1.4.2 The span of ordinary hours may be altered by agreement between Employer and affected Employee(s) by up to two hours at either end of the span, but the span will not be greater than 12 hours.

5.1.4.3 An Employee may work up to a maximum of 10 ordinary hours on any day (excluding unpaid meal breaks) or, by agreement between the Employer and Employee, up to a maximum of 12 ordinary hours on any day.

5.1.4.4 Within the span of hours, the start and finish times and the length of the working day will be determined by the Employer to best meet the operational needs at that location, subject to:

5.1.4.4.1 The Employer complying with clause 3.2 "Communication/Consultation" about changes to rosters or hours of work; and

5.1.4.4.2 All affected Employees being given at least four weeks' notice of any change (or less if affected Employees agree).

### 5.1.5 **Daylight Saving**

The start and finish times of shifts that straddle the introduction and cessation of daylight saving are aligned to the time of the clock.

### 5.1.6 **Calculation of Pay**

By agreement SA Water may adjust the amount payable (base rate and shift allowance only) to a shift worker in any one fortnight to reduce or eliminate fluctuations of fortnightly pay. Amounts retained or advanced are added to or deducted from the following pay.

### 5.1.7 **Shiftworkers**

5.1.7.1 A shiftworker's roster cycle will provide for an average of 37.5 ordinary hours over a period not exceeding eight weeks.

5.1.7.2 An Employee may work up to a maximum of 10 ordinary hours on any day (excluding unpaid meal breaks) or, by agreement between the Employer and Employee, up to a maximum of 12 ordinary hours on any day.

5.1.7.3 The ordinary hours of Control Room Operators are between 3 and 12 hours per day.

5.1.7.4 Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts and the maximum number of shifts to be worked and will ensure that:

5.1.7.4.1 the maximum number of shifts to be worked will be not more than eight (8) in any nine (9) consecutive days; and

5.1.7.4.2 an Employee must have a minimum break of ten (10) hours between shifts.

5.1.7.5 The Employer must not change the structure of a roster or implement a new roster unless:

5.1.7.5.1 the Employer has complied with clause 3.2 "Communication/Consultation" about changes to rosters or hours of work; and

5.1.7.5.2 all affected Employees are given at least four weeks' notice of the change (or less if affected Employees agree).

5.1.7.6 An Employee must be given 48 hours' notice if directed to replace another Employee on the shift roster. If less than 48 hours is provided, then overtime applies for the portion of the shift outside the Employee's original rostered hours.

5.1.7.7 Employees may, with SA Water's agreement, exchange shifts and days off, with at least 48 hours' notice. In these circumstances pay will be as if the work had proceeded according to the roster. Employees cannot swap shifts where an Employee will have less than a ten (10) hour break between shifts.

#### 5.1.7.8 Definitions

"continuous shift work" means work carried out by an Employee rostered for successive shifts throughout the 24 hours of at least six (6) consecutive days.

"non-continuous shift" means work carried out by an Employee engaged on shift work other than continuous work.

"roster cycle" means a sequence of shifts in a roster to be normally worked by an Employee and arranged so as to form a recurring cycle.

"standard shift" means a period of eight (8) hours, agreed to between SA Water and Employees, during which a shift worker is rostered for duty.

#### 5.1.8 Overtime

5.1.8.1 Non-continuous shift workers will be paid overtime at the rate of time and a half for the first three (3) hours worked on Monday to Friday and on Saturdays until 12:00 noon, and double time thereafter. Sundays will be paid at double time and public holidays at double time and a half.

5.1.8.2 For work done by a continuous shift worker outside the rostered hours, double time will be paid except public holidays which are paid at double time and a half.

5.1.8.3 By agreement, Time Off In Lieu (TOIL) of paid overtime is available to an overtime eligible Employee if the Employee elects and SA Water agrees.

5.1.8.4 TOIL must be taken at a mutually convenient time within 60 days of the overtime being worked. In this event the Employee will take equivalent time off for the period of overtime worked, except in the case of overtime worked on a public holiday, in which case SA Water may grant a paid day off as well as payment at time and one half for the time worked on the public holiday.

5.1.8.5 The parties will record in writing any agreed TOIL arrangement.

5.1.8.6 If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 5.1.8.3 applies has not been taken, the Employer must pay the Employee for the overtime at the rate of time and a half of current pay rates.



### 5.1.9 Shift Allowances

5.1.9.1 Shift workers will be paid their ordinary rate of pay plus a shift allowance of a percentage of the ordinary rate. For the avoidance of doubt, this shift allowance is paid for the length of the shift.

5.1.9.2 The standard shift allowances are:

Weekday – standard day shift (starting at or after 6:00am and finishing at or before 6:00pm)	No penalty
Weekday - standard afternoon shift (finishing after 6:00pm and at or before 12:00 midnight)	15%
Weekday – standard night shift (finishing after 12:00 midnight and at or before 8:00am)	15%
Saturday - all shifts	50%
Sunday - all shifts	100%
Public Holiday - all shifts	150%

Where a continuous shift Employee is rostered off on a public holiday not falling on a weekend, the Employee will receive ordinary pay for that public holiday.

5.1.9.3 Where the parties enter into shift arrangements other than the shifts defined in clause 5.1.7.8 "Definitions", the parties will apply the above allowances according to the actual hours worked.

*Example:*

If a 12 hour shift was introduced between 8:00pm and 8:00am across a Friday night and Saturday morning, the shift allowance would be calculated on the following basis:

8:00pm – 12:00 midnight (Friday)	4 hours at 15%
12:00 midnight – 8:00am (Saturday)	8 hours at 50%

Average penalty is 38.33%.

This becomes the shift penalty payable for an 8:00pm to 8:00am shift across Friday and Saturday.

### 5.1.10 Minimum Break – Shift Worker

5.1.10.1 Wherever reasonably practicable, working hours should be arranged so that an Employee has ten (10) consecutive hours off duty between work on successive shifts.

5.1.10.2 An Employee, other than a casual Employee, must (subject to this clause), be released until the Employee has had ten (10) consecutive hours off duty.

5.1.10.3 If, an Employee resumes or continues work at SA Water's direction without having ten (10) consecutive hours off duty, the Employee must be paid at double time until the Employee is released from duty. The Employee is then entitled to be absent until the Employee has had ten (10) consecutive hours off duty without loss of pay.

- 5.1.10.4 If the supervisor/manager determines that an Employee who has had the minimum break set out in this clause still poses a health and safety risk, the supervisor/manager may release the Employee from the requirement to start work at their normal start time without loss of pay for a period determined by the supervisor/manager.

## **5.2 OVERTIME - DAY WORKERS**

### **5.2.1 Requirement and Approval**

- 5.2.1.1 SA Water can require an Employee to work reasonable overtime.
- 5.2.1.2 Overtime is paid for work performed outside ordinary hours when approved by a SA Water officer authorised to do so.

### **5.2.2 Eligibility**

- 5.2.2.1 Subject to 5.2.3 "Calculation of Payment", all Employees whose ordinary rate of pay and allowances do not exceed the maximum rate of pay equivalent to the SA Water Level 7 classification, will be paid for approved overtime.
- 5.2.2.2 Payment of overtime or giving of time off in lieu (TOIL) to Employees whose salary exceeds the maximum salary for classification of SA Water Level 7, is limited to instances where Employees are required to undertake extra work which is regular and excessive (compared with that worked by staff generally at the same level) on a continuing basis over an extended period.

### **5.2.3 Calculation of Payment**

- 5.2.3.1 Payment for any approved overtime worked shall be calculated on the Employee's actual ordinary rate of pay (including allowances payable for overtime purposes - refer to Schedule 3 "Allowances and Other Benefits") except as provided below.
- 5.2.3.2 Where the Employee's salary exceeds the maximum salary of SA Water Level 6 and does not exceed the maximum salary of SA Water Level 7, overtime is to be calculated at the rate of the maximum salary increment of SA Water Level 6.
- 5.2.3.3 Where the Employee's salary exceeds the maximum salary of SA Water Level 7, but is less than SA Water Level 10, overtime is to be calculated at the rate of the maximum salary increment of SA Water Level 6.
- 5.2.3.4 An eligible Employee will be paid overtime for the actual time worked, except in the case of overtime not continuous with other work, in which case the minimum hours specified in the relevant provisions apply (refer clause 5.4 "Overtime – Not Continuous with Ordinary Hours").
- 5.2.3.5 Where an Employee is entitled to an overtime rate, in determining the penalty to be applied for overtime, each day's work stands alone.

- 5.2.4 By agreement, Time Off In Lieu (TOIL) of paid overtime is available to an overtime eligible Employee if the Employee elects and SA Water agrees.

- 5.2.4.1 TOIL must be taken at a mutually convenient time within 60 days of the overtime being worked. In this event the Employee will take equivalent time off for the period of overtime worked, except in the case of overtime worked on a public holiday, in which case SA Water may grant a paid day off as well as payment at time and one half for the time worked on the public holiday.
- 5.2.4.2 The parties will record in writing any agreed TOIL arrangement.
- 5.2.4.3 If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 5.2.5 applies has not been taken, the Employer must pay the Employee for the overtime at the rate of time and a half of current pay rates.

## 5.2.5 **Exempt Employees - Compensation for Excessive Overtime**

An Employee whose salary and allowances exceed the maximum rate of pay for SA Water Level 7 may seek recompense for excessive overtime worked. Under exceptional circumstances SA Water may, at its sole discretion, determine to make a payment or provide time off in lieu.

## 5.2.6 **Minimum Break**

- 5.2.6.1 To avoid doubt, the reference to minimum break means a period of ten (10) hours which commences when the employee arrives at their place of residence after travelling directly from work and concludes when the employee leaves their place of residence to travel directly to work to commence their next shift.
- 5.2.6.2 Wherever reasonably practicable, working hours should be arranged so that an Employee has ten (10) consecutive hours off duty between work on successive shifts.
- 5.2.6.3 An Employee, other than a casual Employee, who works so much overtime between the end of ordinary hours on one shift and the start of ordinary hours on the next shift that the Employee has not had ten (10) consecutive hours off duty, must (subject to this clause) be released until the Employee has had ten (10) consecutive hours off duty without loss of pay.
- 5.2.6.4 If an Employee resumes or continues work at SA Water's direction without having ten (10) consecutive hours off duty, the Employee must be paid double time until the Employee is released from duty. The Employee is then entitled to be absent until the Employee has had ten (10) consecutive hours off duty without loss of pay.
- 5.2.6.5 If an Employee has had ten (10) consecutive hours off duty but is recalled to work overtime commencing more than two (2) hours before the Employee's ordinary hours, the Employee is entitled to a further minimum break of ten (10) consecutive hours off duty without loss of pay. For clarity, Employees recalled to work overtime commencing two (2) hours or less before the Employee's ordinary hours, are not entitled to a further minimum break of ten (10) consecutive hours.
- 5.2.6.6 An Employee recalled to work overtime commencing two (2) hours or less before the Employee's ordinary hours will be required to remain at work until the start of their ordinary hours.

- 5.2.6.7 This Minimum Break clause will not apply where the overtime worked is continuous with the commencement of ordinary hours. In this circumstance, the Employee is entitled to the applicable overtime penalties for the continuous overtime worked and the ordinary hours worked will be paid as ordinary hours of work for that day.
- 5.2.6.8 If the supervisor/manager determines that an Employee who has had the minimum break set out in this clause still poses a health and safety risk, the supervisor/manager may release the Employee from the requirement to start work at their normal start time without loss of pay for a period determined by the supervisor/manager.
- 5.2.6.9 This clause applies to Employees engaged in approved emergency service, subject to the provision of confirmations acceptable to SA Water.
- 5.2.6.10 If an Employee has an ADO scheduled and is recalled to work overtime the night before and is unable to take their full ADO due to the requirement for the minimum break, their ADO will be recredited to use at a later date.
- 5.2.6.11 SA Water is committed to ensuring the safety, health and wellbeing of all Employees. Employees have the right and responsibility to advise their supervisors/managers if they are suffering from fatigue. Supervisors/managers have the right and responsibility to use their discretion to provide breaks in excess of ten (10) hours where these may be required.

NOTE: This clause would operate as follows in these examples:

*Example 1*

An Employee finishes work at 4:00pm, is called out at 11:00pm and works until 1:00am and is due to start ordinary hours at 7:30am.

This Employee has not had ten (10) consecutive hours off work between 4:00pm and 11:00pm.

The Employee has not had ten (10) consecutive hours off work between 1:00am and 7:30am.

The Employee is not expected to return to work until the Employee has had ten (10) consecutive hours off work, i.e. at 11:00am, without loss of pay.

Time off work from 7:30am to 11:00am will be paid at ordinary rates.

If the Employee is required by SA Water to return to work before 11:00am, the Employee will be paid at double time until a ten (10) hour break is provided.

*Example 2*

An Employee finishes work at 4:00pm, is called out at 2:30am and works until 3.30am and is due to start ordinary hours at 7:30am.

This Employee has had ten (10) consecutive hours off work between 4:00pm and 2:30am.

The Employee's overtime commenced more than two (2) hours before ordinary hours, therefore the Employee is not expected to return to work

until the Employee has had ten (10) consecutive hours off work i.e. 1:30pm, without loss of pay.

Time off work between 7:30am and 1:30pm will be paid at the ordinary rate of pay.

If the Employee is required by SA Water to return to work before 1:30pm, the Employee will be paid at double time until a ten (10) hour break is provided.

#### *Example 3*

An Employee finishes work at 4:00pm, is called out at 4:00am until 5:30am and is due to start his/her ordinary hours at 7:30am.

This Employee had ten (10) consecutive hours off work between 4:00pm and 4:00am.

The Employee is entitled to ten (10) consecutive hours off work after overtime. The Employee is required to return to work at 3:30pm.

If the Employee is required by the supervisor/manager to return to work at 7:30am, the Employee will be paid double time until a ten (10) hour break is provided.

#### *Example 4*

An Employee finishes work at 4:00pm, is called out at 6:00am until 7:30am and is due to start ordinary hours at 7:30am.

This Employee had ten (10) consecutive hours off work between 4:00pm and 6:00am.

The Employee is not entitled to ten (10) consecutive hours off work after overtime because the overtime commenced within two (2) hours of the Employee's ordinary hours.

The Employee will be paid the continuous overtime penalties for hours worked prior to 7:30am. The Employee will be paid at the ordinary rate of pay for work commencing at 7:30am until the completion of ordinary hours at 4:00pm.

### **5.2.7 Meal and Other Breaks**

5.2.7.1 Employees are entitled to a break of 20 minutes paid at the appropriate overtime rate after working each four (4) continuous hours of overtime.

5.2.7.2 Employees may elect to take an unpaid break for a meal.

### **5.2.8 Meal Allowance**

5.2.8.1 Any Employee who, by direction of SA Water, commences duty two (2) hours or more before, and/or ceases duty two (2) hours or more after the Employee's normal time of commencement or cessation of duty, where such additional duty necessitates taking a meal away from the Employees place of residence, is to be reimbursed for the meal at the rate of \$31.95.

- 5.2.8.2 Any Employee, who by direction of SA Water, is required to perform duty extending beyond a meal break on a Saturday or Sunday, or a public holiday on which the Employee would normally be required, and who is entitled to payment for that meal break, is to be reimbursed for the cost of each meal necessarily taken away from the Employee's place of residence at the rate of \$31.95. However, the Employee is not to be paid meal allowances for Saturday, Sunday or public holiday work that is a normal feature of the Employee's employment.
- 5.2.8.3 These meal allowances will not apply where SA Water supplies a substantial meal without charge to an Employee.
- 5.2.8.4 Where an Employee is required to work for at least five (5) hours between 8:00pm and 6:00am one (1) meal allowance will be paid.

### **5.3 OVERTIME - CONTINUOUS WITH ORDINARY HOURS**

When overtime worked is continuous with ordinary hours of work, it will be paid at the rate of time and a half for the first three (3) hours of overtime worked on any day and double time thereafter.

### **5.4 OVERTIME - NOT CONTINUOUS WITH ORDINARY HOURS**

- 5.4.1 Overtime not continuous with ordinary hours occurs where an Employee, having left the workplace, returns to work at the request of SA Water. Overtime is paid from the time the Employee leaves home until the Employee returns.
- 5.4.2 An Employee on overtime not continuous with ordinary work, will not be required to work for the full minimum period where the work is completed in a shorter time. This does not apply where further unforeseen emergencies are notified to the Employee before the Employee has ceased work and returned home from the previous call out.
- 5.4.3 Where SA Water has a temporary need for short attendances at work after hours which are likely to occur on a regular basis over a limited period of time, SA Water and an Employee may agree in writing to alternative minimum call out arrangements to those set out below. This arrangement may be suggested by either SA Water or an Employee where an alternative is to outsource this work.
- 5.4.4 Where overtime is not continuous with ordinary hours of work but is regular and/or rostered, the following minimum hours do not apply. The Employee will be paid in accordance with sub-clause 5.2.3 "Calculation of Payment" for the actual time spent, calculated from the time the Employee left home to the time of return.

- 5.4.5 The following table sets out the hours and rates applicable for Employees on scheduled overtime and for Employees who are recalled to work.

	Minimum Hours	Rate Payable
Pre-arranged overtime	n/a	1.5 times the ordinary rate of pay for the first 3 hours; 2 times the ordinary rate of pay thereafter; 2 times the ordinary rate of pay after Saturday 12:00 noon.  For Sunday, 2 times the ordinary rate of pay and if continuing uninterrupted beyond the Sunday (other than into a holiday) until the work ceases.  For public holiday, 2.5 times the ordinary rate of pay and if continuing uninterrupted beyond the holiday until the work ceases.
Monday – Sunday (recalled to work)	4 hours	2 times the ordinary rate of pay and if continuing uninterrupted beyond the Sunday (other than into a holiday) until the work ceases.
Public Holiday (recalled to work)	4 hours	2.5 times the ordinary rate of pay and if continuing uninterrupted beyond the holiday until the work ceases.

Any subsequent call-backs occurring within the four (4) hour period of the previous call-back will not attract any additional payment unless the total actual time worked is in excess of four (4) hours. This will not apply to planned overtime.

- 5.4.6 Provided that, where local arrangements have been established by SA Water, an Employee who is contacted at home and is required to perform operational duties which do not necessitate leaving the home, shall be paid a minimum of one (1) hour at the appropriate overtime rate except where the duties take more than one (1) hour, in which case actual time worked will be paid (refer to table 5.4.5).

Where an Employee receives a second or subsequent call within one (1) hour of the first call, the subsequent calls are deemed to be part of the initial call out, to the effect that only one (1) hour, or actual time worked in excess of one (1) hour, is paid.

- 5.4.7 Overtime worked from home is not regarded as overtime worked for the purpose of "minimum break" (5.2.6) unless a continuous period of at least three (3) hours is worked.
- 5.4.8 Applicable rates will come into effect the date the agreement is approved by Fair Work Commission (5.4.5).

## 5.5 MEAL BREAKS

- 5.5.1 A meal break is an unpaid period of not less than 30 minutes.
- 5.5.2 An Employee will not be required to work more than five (5) hours without a meal break, provided that, subject to proper health and safety considerations, an Employee may agree or determine to work for in excess of five (5) hours without accruing a right to penalty rates.
- 5.5.3 Any work done as requested by SA Water during meal breaks (which are taken after five (5) hours) and thereafter until a meal break is allowed will be paid at time and a half the ordinary rate of pay.

#### 5.5.4 **Shift Worker (Ordinary Hours and Overtime)**

##### 5.5.4.1 **Non-continuous Shift**

5.5.4.1.1 An Employee on a non-continuous shift is entitled to an unpaid meal break of not more than 30 minutes each shift.

5.5.4.1.2 In the absence of any custom or agreement, Employees will not be required to work more than five (5) hours continuously without a meal break.

##### 5.5.4.2 **Continuous Shift**

5.5.4.2.1 An Employee on a continuous shift is entitled to a paid meal break of not more than 30 minutes each shift.

5.5.4.2.2 In the absence of any custom or agreement (e.g. existing 12 hour shift agreement), Employees will not be required to work more than five (5) hours continuously without a paid meal break.

##### 5.5.4.3 **Meal Breaks**

5.5.4.3.1 Any work done as requested by SA Water during meal breaks and thereafter until a meal break is allowed will be paid at time and a half.

5.5.4.3.2 Where an Employee is required to work two (2) consecutive shifts the Employee is entitled to two (2) paid meal breaks during the second shift.

##### 5.5.4.4 **Meal Breaks for Control Room Continuous Shift Workers**

5.5.4.4.1 Breaks will be scheduled by the employer based upon operational requirements to ensure continuity of operations. To reflect the current 12 hours continuous shift arrangements for Control Room Workers, an employee is entitled to the following breaks:

5.5.4.4.2 One (1) x 30 minute meal break per 12 hour shift. This break is paid but not counted as time worked;

Any work done as requested by SA Water during meal breaks and thereafter until a meal break is allowed will be paid at time and a half; and

5.5.4.4.3 One (1) x 30 minute crib break per 12 hour shift. This break is paid and counted as time worked

Any work done as requested by SA Water during a crib break will be paid as ordinary hours and the employee can take the time worked during the crib break at later agreed time.



## **PART 6: POSITION AND SALARY STRUCTURE**

### **6.1. CLASSIFICATIONS**

- 6.1.1 The classifications for all positions covered by this Agreement are as set out in Schedule 1 "SA Water Classification Structure and Rates of Pay".

### **6.2. RATE OF PAY**

- 6.2.1 An Employee's rate of pay in the SA Water Classification Structure will be the rate prescribed in Schedule 1 "SA Water Classification Structure and Rates of Pay" for the classification in which they are employed.
- 6.2.2 Wages will be paid fortnightly by electronic funds transfer.
- 6.2.3 SA Water will pay an Employee's wage direct into a financial institution account nominated by the Employee and acceptable to SA Water's payroll system. It is the responsibility of all Employees to provide SA Water with details of an account into which their pay can be deposited.
- 6.2.4 On receipt of a signed authorisation from an Employee, SA Water will deduct from the Employee's pay specified amounts in relation to any of the following:
1. Approved health funds;
  2. Approved financial institutions;
  3. Superannuation funds;
  4. Insurance premiums;
  5. Membership subscriptions of unions party to this Agreement subject to an annually renewable authorisation by the Employee;
  6. Any other purpose as may be agreed between SA Water and its Employees.
- 6.2.5 The written authority of the Employee must be provided prior to the stopping or variation of any such payments.

### **6.3 WAGES AND SALARY VARIATIONS**

In consideration of the undertakings contained in this Agreement the parties agree to the salaries payable to Employees in the classifications detailed in Schedule 1 "SA Water Classification Structure and Rates of Pay" which provides for salaries which will operate on and from the first full pay period after the proposed Agreement is successfully endorsed by a majority of employees, 1 July 2022, and 1 July 2023 respectively.

- 6.3.1 Eligible Employees will progress to the next applicable increment step of their classification level in the SA Water Classification Structure at the completion of each 12 months of effective service.

### **6.4 INCREASES TO RATES**

Increases applying to rates of pay and allowances in this Agreement will be calculated to the nearest cent.

### **6.5 SUPERANNUATION**

Employer funded superannuation contributions will be made in accordance with the relevant federal legislation into Super SA, including the MySuper requirements.

## **6.6 SALARY SACRIFICE**

- 6.6.1 An Employee can elect to Salary Sacrifice a portion of their gross salary.
- 6.6.2 Where SA Water and an Employee agree to enter into a Salary Sacrifice arrangement involving part of the Employee's pay rate being sacrificed for agreed non-cash benefits, such an arrangement shall not be taken to reduce the Employee's actual entitlements to pay below the applicable award minimums. Accordingly, the agreed Salary Sacrifice arrangement cannot result in a claim for underpayment of award rates of pay.
- 6.6.3 For the period an Employee enters into a Salary Sacrifice arrangement under the Agreement:
  - 6.6.3.1 The salary payable to an Employee will be that under the Salary Sacrifice arrangement.
  - 6.6.3.2 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the Employee not entered into a Salary Sacrifice arrangement.
  - 6.6.3.3 Where, on cessation of employment, SA Water makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements, the payment thereof shall be based on the salary that would have been payable had the Employee not entered into a Salary Sacrifice arrangement.

## **6.7 DEATH WHILE IN SERVICE**

Where an Employee dies while in service, SA Water may pay accrued entitlements direct to the estate of the Employee.

## **6.8 RECOVERY OF OVERPAYMENTS**

- 6.8.1 Where SA Water claims an overpayment has occurred and seeks to recover the amount, SA Water Employees are encouraged to seek advice as to their liability.
- 6.8.2 Where an overpayment has occurred, SA Water shall have the right to recover the overpayment as a debt. SA Water may agree to recover the debt by fortnightly pay deductions of an amount agreed with the Employee.

## **6.9 STAFF DEVELOPMENT**

SA Water may offer an Employee an opportunity to take up temporary duties as a staff development initiative without temporary higher class duties ("THCD") being paid, subject to the Employee's agreement. No such staff development opportunity will continue in excess of four (4) weeks without payment for THCD.

## **PART 7: ALLOWANCES AND OTHER BENEFITS**

The following updated allowances and special rates shall be paid to Employees from the date of commencement of this Agreement, where the qualifying circumstances described in this Part occur.

These allowances and special rates shall be paid as prescribed irrespective of the times at which work is being performed and shall not be subject to any premium or penalty additions except as provided in Schedule 3 "Allowances and Other Benefits".

### **7.1 ON CALL ALLOWANCE**

- 7.1.1 Employees may be rostered to be on-call of a night time, and where so instructed by SA Water will be paid an allowance in accordance with this clause.
- 7.1.2 An Employee who is rostered by SA Water to be on-call during a full Saturday, Sunday or public holiday or any day that the Employee would normally be rostered off duty will be paid an allowance in accordance with this clause.
- 7.1.3 Employees concerned will not be required to remain at home for the whole time while on call but may leave their home, provided that they can be contacted by telephone and remain in reasonably close proximity to the most probable place of employment. Advice of the telephone contact must be given by the Employee concerned prior to leaving their home.
- 7.1.4 If an Employee on the on call roster wishes to interchange with another Employee on the roster, that Employee may do so providing the approval of SA Water is obtained.
- 7.1.5 Where an Employee rostered to be on call, is recalled, that Employee will, in addition to the allowances in this clause, be paid overtime in accordance with clause 5.4 "Overtime – Not Continuous with Ordinary Hours" of this Agreement.
- 7.1.6 Where an Employee is absent from work on personal leave, rostered on-call allowances and duties will cease to apply until the Employee has returned to normal duties.
- 7.1.7 The on call allowance for all Employees working within the Metro Region Contract Area detailed in Schedule 6 "Map" and Employees who do not work in Regional Operations areas will be paid the rates outlined in Schedule 3.
- 7.1.8 The on call allowance for Employees performing work outside the Metro Region Contract Area detailed in Schedule 6 "Map" and Employees who work in Regional Operations areas will be paid the rates outlined in Schedule 3.
- 7.1.9 No Employee should be rostered to work on call on an ongoing basis more frequently than a total of seven (7) days every 14 days without genuine agreement.
- 7.1.10 Where an Employee is absent from work on annual leave, rostered on call allowances and duties will cease to apply until the employee has returned to normal duties.
- 7.1.11 Where an Employee is rostered on an on call rotation of one (1) week in three (3) or less, the on call allowance will be increased by \$15 per day.
- 7.1.12 Where an Employee not rostered on call in accordance with clause 7.1.11 subsequently performs an additional unplanned on call period, which results in an Employee working an on call rotation of one (1) week in three (3) or less, across two (2) pay periods, the Employee will receive the additional allowance of \$15 per day.

## 7.2 CONSTRUCTION WORK ALLOWANCE

7.2.1 An Employee whose ongoing position is as a construction and maintenance worker (other than a junior Employee receiving less than the full adult rate of pay), or an Employee who undertakes construction and maintenance work during the course of their normal duties as requested shall, in addition to their ordinary rate, be paid an allowance (or on a pro-rata hourly basis) while actually performing construction work (as defined in Clause 7.2.2) to compensate for the following disabilities:

1. Climatic conditions when working in the open on all types of work;
2. The physical disadvantage of climbing stairs or ladders;
3. Dust blowing in the wind;
4. Sloppy or muddy conditions;
5. Dirty conditions;
6. Drippings from newly poured concrete;
7. The disability of working on all types of scaffolds other than a single plank or a bosun's chair;
8. The lack of usual amenities associated with factory work;
9. Working with hazardous substances;
10. Performing work in trenches;
11. Cleaning sewer siphons, pump stations and tanks;
12. Towing a trailer; and
13. All other present disabilities not specifically compensated or allowed for by any other provisions of this Agreement.

7.2.2 "Construction and maintenance work" shall mean and include all work performed on site on the construction, alteration, repair or maintenance of reservoirs, locks, wharves, jetties, pipelines, water and sewer mains and services, drainage works, irrigation and reclamation work, footpaths and fences or other site preparation.

It shall not include the following classes of work:

1. Work in, around, and/or adjacent to a workshop, depot, yard, pumping station, treatment works, port installation, camp headquarters, nursery or other similar establishment; or
2. Horticultural or other agricultural operations.

7.2.3 Where the Employee is permanently in receipt of the construction work allowance in the course of normal work the Employee will, during any paid personal leave, annual leave or special leave with pay, be paid that allowance.

## 7.3 SKILL AND QUALIFICATION BASED ALLOWANCES

Where an Employee is required by SA Water to maintain any occupational qualification, SA Water will reimburse the costs associated with maintaining the qualification including the cost of any preparatory course and assessment/examination as prescribed by legislation establishing the occupational qualification.

### 7.3.1 Truck-loading Crane Licence Allowance

Employees who hold a current vehicle loading crane above 10 tonne (CV) licence and are required to drive a goods carrying vehicle with a truck loading crane mounted on the vehicle shall be paid, in addition to their ordinary rate of pay, the allowance per day on which they are required to operate the crane.

### 7.3.2 First Aid Allowance

Employees who are appointed by SA Water to be designated First Aid Officers in the workplace shall be paid the weekly allowance.

During the life of this Agreement SA Water commits to undertaking a risk assessment of the adequacy of its designated First Aid Officer coverage across the Corporation.

### 7.3.3 **Electrical Registration Allowance**

A trade-qualified Employee who is required by SA Water to be a registered electrical worker in accordance with the *Plumbers Gas Fitters and Electricians Act 1995* and who holds an unrestricted Electrical Workers Registration licence will be paid the weekly allowance, including during any paid personal leave, annual leave or special leave with pay.

### 7.3.4 **High Voltage Switching Allowance**

An Employee who is fully trained in high voltage switching and who is selected and required by SA Water to perform high voltage switching as part of their current designated job role will be paid the weekly allowance.

### 7.3.5 **Diving Allowances**

7.3.5.1 Experienced Diver/Chief Diving Officer allowances detailed below:

7.3.5.1.1 An experienced diver shall mean an Employee who is certified as such. A Supervising diver means an Employee appointed to ensure that all diving operations under that Employee's supervision are carried out in accordance with Regulations made pursuant to the *Work Health and Safety Act 2012*.

7.3.5.1.2 An Employee who is an experienced diver or an experienced diver who is not medically fit to dive but whom the Corporation wishes to be available to act as a Supervisory Diver, shall in addition to his/her ordinary classified rate be paid the weekly allowance.

7.3.5.1.3 An Employee who is appointed as the Chief Diving Officer for the Corporation, and is responsible for:

- Ensuring compliance with all Australian Diving Standards and Work Health and Safety legislation;
- Developing and maintaining Corporate diving policies and practices;
- Overseeing the activities of all diving teams;
- Involved in planning all Corporate diving operations; and
- Evaluating diving equipment used shall in addition to the allowance payable above, be paid the weekly allowance while performing these duties.

### 7.3.5.2 Daily Diving Allowance

An Employee who on any day performs work as a diver shall, in addition to weekly allowances prescribed above, be paid the daily allowance on which diving is undertaken. 'Performs work as a diver' shall mean performing any work as a diver which requires the use of breathing apparatus.

The above allowances are not payable in respect of any travelling time or in respect to any work as a diver preparing, maintaining or assembling plant, equipment or materials.

#### 7.3.6 **Lift Work Allowance**

An Employee engaged on the maintenance, repair and servicing of lifts other than in SA Water's workshop, shall be paid a daily Lift Work Allowance in consideration of the peculiarities and disabilities associated with such work.

An Employee engaged on this work for less than two (2) hours during any day, the Employee will be paid a proportionate amount of this allowance.

#### 7.3.7 **Metal Trades Allowance**

7.3.7.1 An Employee qualified in a metal trade relevant to the Employee's work, and who is working in a workshop environment, will be paid the weekly all-purpose Metal Trades Allowance.

7.3.7.2 This allowance is paid in lieu of the Construction Work Allowance in Schedule 3 "Allowances and Other Benefits".

7.3.7.3 This allowance is in recognition of and compensation for working flexibly with changing technology, and for achieving the requirements of SA Water.

### 7.4 **EXPENSE-RELATED ALLOWANCES**

7.4.1 Provided that where an individual expense related item is the subject of an extraordinary change, the parties may agree to review the quantum of that allowance.

#### 7.4.2 **Tool Allowance**

7.4.2.1 Tradespersons and Apprentices shall be paid the weekly allowance if they are required to supply and maintain tools ordinarily required in the performance of their work.

7.4.2.2 Year 1 Apprentices will be paid the tool allowance as an upfront payment to allow the Apprentice to purchase the required tools for the forthcoming year.

7.4.2.3 Where the Employee is regularly in receipt of a Tool Allowance in the course of normal work the Employee will, during any paid sick leave, annual leave or special leave with pay, be paid the allowance.

7.4.2.4 Tool Allowance is subject to shift penalties where applicable.

#### 7.4.2.5 Reimbursement for Theft of Personal Tools

In the event that these tools are stolen from SA Water property or SA Water vehicle, SA Water will reimburse the employee conditional on:

- Reimbursement is on a case by case basis;
- The Employee is required to provide a copy of the Police Report;
- The Employee is required to provide a copy of receipts confirming the stolen tools have been replaced;
- The maximum amount reimbursed is \$1,000 per claim.

### 7.4.3 **Vehicle Allowance**

Where an Employee is authorised by SA Water to travel in his or her own motor vehicle to a work location remote from the Employee's usual work place, or otherwise to use the Employee's own motor vehicle for SA Water purposes, the Employee shall be paid the Vehicle Allowance per kilometre each way for the distance travelled by the shortest practicable route:

- For motor car, station wagons and utilities (petrol, diesel or LPG)
- Motorcycles/scooters

### 7.4.4 **Travel Conditions and Allowances**

#### 7.4.4.1 Means of Transport

Where an Employee is required to travel to a place of work away from their usual workplace, SA Water shall provide a suitable vehicle or other travel arrangements.

#### 7.4.4.2 Excess Travelling Time

Subject to alternative mutually agreed arrangements made between the Employee and the relevant supervisor/manager, an Employee who on any day or from day to day is required to work away from their accustomed workshop, depot or office shall, at the direction of SA Water, present for work at such job at the usual time. For all time reasonably spent in travelling to and returning from such job (in excess of the time normally spent in travelling from home to such workplace, depot or office and returning) they shall be paid travelling time at normal rates of pay, which may include appropriate penalty rates.

#### 7.4.4.3 Accommodation and Meals

7.4.4.3.1 Where SA Water requires an Employee to work at a location remote from his or her usual workplace such that it is not reasonable for them to return to their usual place of residence, SA Water shall provide the Employee with suitable accommodation and board as close as reasonably practicable to the temporary place of work.

7.4.4.3.2 The decision as to whether Employees are required to travel on a daily basis or remain near the job overnight will be determined by SA Water having regard to relevant issues including Employee health and safety and the availability of suitable accommodation and costs.

#### 7.4.4.3.3 Accommodation

All actual reasonable receipted costs of hotel/motel accommodation will be met by SA Water.

#### 7.4.4.3.4 Meal and Incidentals

The cost of meals and incidental expenses will also be met by SA Water by payment of the allowances set out in Schedule 3, or such greater amount that may be approved subject to production of receipts.

## 7.5 TRAVELLING TIME

An Employee entitled to overtime in accordance with sub-clause 5.3 "Overtime – Continuous with Ordinary Hours" and 5.4 "Overtime – Not Continuous with Ordinary Hours", will be paid for travelling time when directed by SA Water to travel outside the Employee's ordinary working hours.

7.5.1 The payment for an Employee travelling as a passenger is:

- At the rate of one and a half times the Employee's ordinary rate between 12:00 midnight and 6:00am on any weekday or at any time on a Saturday, Sunday or public holiday; or
- At the ordinary rate at any other time.

7.5.2 Where an Employee is required to drive a vehicle outside the Employee's ordinary hours, overtime rates will be paid in accordance with sub-clause 5.3 "Overtime – Continuous with Ordinary Hours" or 5.4 "Overtime – Not Continuous with Ordinary Hours" unless the Employee elects to travel outside normal working hours.

7.5.3 If travelling within South Australia outside the Employee's ordinary hours, payment is made for actual travelling time (that is, the time spent between leaving home or the workplace and arriving at the destination).

7.5.4 Notwithstanding the above provision, where interstate or overseas travel is involved, each case will be individually agreed between SA Water and the Employee in accordance with SA Water policies.

## 7.6 LICENCE TO DRIVE MOTOR VEHICLES

7.6.1 The salary and wage increases contained in this Agreement are inclusive of all claims for reimbursement of Employee's motor vehicle drivers' licence. No further reimbursement will be made to an Employee required to drive government vehicles, except as indicated in 7.6.2.

7.6.2 SA Water will reimburse an Employee the cost to upgrade their drivers' licence where the upgrade is required for employment purposes only. Reimbursement of the cost of licence upgrade will not be made for periods greater than three (3) years at a time.

## 7.7 LOCATION ALLOWANCES

These shall be paid to Employees appointed to remote localities in accordance with SA Water policies and procedures (as varied from time to time).

## 7.8 TEMPORARY HIGHER CLASS DUTIES (THCD)

### 7.8.1 General Provisions

THCD apply where an Employee is requested by SA Water to undertake the majority of their responsibilities of a higher classified position or work for which a higher rate of pay applies and that Employee agrees to perform those duties.

### 7.8.2 Payment

7.8.2.1 Where an Employee is required to act in a higher classified position (refer 7.8.1) or perform work for which a higher rate of pay applies the Employee will be paid a rate equal to the position/work as classified.



- 7.8.2.2 Where an Employee is instructed to perform only a portion of the duties of a higher classified position or some additional duties, the Employee may be paid an allowance which will be determined by SA Water.
- 7.8.2.3 Payment for the THCD will only be made where the Employee is required by SA Water to work two (2) or more hours on the day, in which event the Employee will be paid for the full day or shift, at the higher rate.
- 7.8.2.4 Flexitime and RDOs are paid at the higher rate were taken during a period of THCD.

### 7.8.3 **THCD Paid While on Leave**

- 7.8.3.1 If an Employee takes a period of paid annual leave while on THCD SA Water will pay the Employee at the Employee's current higher base rate of pay for the Employee's ordinary hours of work in the period. Where an allowance is paid to Employees for performance of part duties of a higher position that allowance will only be payable on leave if specifically approved by SA Water.
- 7.8.3.2 All other THCD will be paid on leave as follows:

	Conditions	Payment
Compassionate Leave	Taken during approved THCD	At the rate paid for the THCD
Jury Service	Taken during approved THCD	At the rate paid for the THCD
Personal Leave	Taken during approved THCD	At the rate paid for the THCD
Long Service Leave	Employees must have been on THCD for at least two (2) years leading up to the commencement of long service leave and must be scheduled to recommence THCD immediately on return from leave.	
Public Holidays	THCD the working day before and after.	THCD rate paid on the last working day before the public holiday.

### 7.8.4 **THCD Paid While Working Overtime**

An Employee, who is in receipt of THCD and is required to work overtime, is paid:

- 7.8.4.1 At the higher rate where the overtime is continuous with ordinary time.
- 7.8.4.2 At the Employee's ordinary rate where the overtime is not continuous with ordinary time and the Employee is not required to perform THCD.

## PART 8: LEAVE

### 8.1. ANNUAL LEAVE

#### 8.1.1 Annual Leave Entitlement

8.1.1.1 All full-time Employees, other than continuous shift workers, are entitled to 4 weeks of paid annual leave per year of service (150 hours). Annual leave will accrue on a continuous basis. Part-time Employees are entitled to annual leave proportionate to ordinary hours worked.

8.1.1.2 Full-time Employees stationed at the following locations are entitled to an additional one (1) day's leave per completed year of service for travel purposes;

- Locks 7, 8 and 9;
- Lake Victoria;
- Kangaroo Island;
- West of 137 degrees longitude (e.g. Cowell);
- Leigh Creek.

The additional day's leave will accrue on the anniversary of the Employee's commencement date of employment and be granted upon an Employee's application for annual leave. Payment of leave loading does not apply to the provisions of sub-clause 8.1.1.2.

8.1.1.3 Annual leave will be paid at the ordinary rate of pay the Employee would have received in respect of ordinary time worked had the Employee not been on leave during that period. Annual leave hours paid will be deducted from the Employee's accrued entitlement.

8.1.1.4 An Employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the Employee.

#### 8.1.2 Shift Work

##### 8.1.2.1 Annual Leave - Non-continuous Shift Workers

A full-time non-continuous shift worker who: -

- works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the 7 days of the week; and
- is regularly rostered to work on Sundays and public holidays

is entitled to five (5) weeks paid annual leave (i.e. 187.5 hours paid annual leave) per annum. Annual leave will accrue according to ordinary hours.

##### 8.1.2.2 Annual Leave - Continuous Shift Workers

8.1.2.2.1 For each year of service a continuous shift worker accrues 5 weeks of paid annual leave in accordance with the NES. Annual leave will accrue on a pro-rata basis each monthly period at the rate of the 1/12 of the total annual entitlement.

- 8.1.2.2.2 Employees engaged as continuous shift workers for less than a complete year are entitled to a pro-rata amount of annual leave as provided by this sub-clause. Pro-rata leave will be calculated on the basis of minimum complete periods of 28 days of continuous shift work by aggregating periods of not less than seven (7) days each of continuous shift work.

### 8.1.3 **Taking Annual Leave**

- 8.1.3.1 Employees are encouraged to take their annual leave within 12 months of its accrual. Accrued annual leave must not exceed a maximum of 40 days (300 hours), or 50 days (375 hours) for continuous shift workers, unless agreed otherwise with SA Water. Where specific approval to defer the taking of annual leave is not obtained, or deferred leave is not taken by the agreed date, SA Water may instruct an Employee to take leave at a particular time and the Employee's leave entitlement will be reduced by the duration of the leave so instructed to be taken.
- 8.1.3.2 It is the intention that the timing of taking annual leave entitlements will be agreed between SA Water and the Employee. However, where SA Water requires leave to be taken, not less than four (4) weeks' notice will be given to the Employee.
- 8.1.3.3 Where SA Water requires up to three (3) days leave to be taken between 25 December in any year and 1 January of the following year, and the Employee has insufficient annual leave accrual, annual leave will be given in advance for this purpose.
- 8.1.3.4 Annual leave entitlements may be given in advance where agreed between SA Water and the Employee.
- 8.1.3.5 Upon termination of employment, an Employee must be paid for leave accrued, which has not been taken.

### 8.1.4 **Annual Leave Loading**

- 8.1.4.1 Employees (except continuous shift workers) will, in addition to the provisions of clause 8.1.1.3, be paid annual leave loading equivalent of 17.5% of the Employees ordinary rate of pay, provided that the maximum loading payable will not exceed \$683.40 (per 20 days).
- 8.1.4.2 Continuous shift workers are entitled, in addition to the provisions of clause 8.1.1.3, to a 20% annual leave loading or the shift penalty, calculated separately for each shift, they would have received had they been at work, whichever is greater.
- 8.1.4.3 Annual leave loading will be paid in the same pay period as the annual leave is paid.
- 8.1.4.4 Leave loading will be deducted from an Employee's pay if a period of annual leave is cancelled after the loading has been paid. SA Water may deduct the amount over one (1) or two (2) pay periods, as mutually agreed between SA Water and the Employee.

### 8.1.5 **Sickness While on Annual Leave**

- 8.1.5.1 If an Employee or a member of their immediate family (as defined in clause 1.2 "Definitions") is ill or injured while the Employee is on annual leave, SA Water will convert a period of annual leave to personal leave subject to:
- 8.1.5.1.1 The Employee providing an acceptable medical certificate for the total period of personal leave taken to prove that the illness or injury would have rendered the Employee unable to attend work; or
  - 8.1.5.1.2 The Employee providing satisfactory evidence of the illness or injury relating to the member of the immediate family; and
  - 8.1.5.1.3 The limits of personal leave; and
  - 8.1.5.1.4 The need for the Employee to provide care and attention to the family member.
- 8.1.5.2 Personal leave so taken does not count as annual leave.
- 8.1.5.3 Where it is not reasonably practical for an Employee to provide a medical certificate, the Employee will provide SA Water with a statutory declaration confirming the reason for the absence and the reason a medical certificate could not be provided. The statutory declaration cannot be witnessed by an Employee of SA Water (unless they are a Justice of the Peace), or by the Employee's immediate family.

### 8.1.6 **Cashing out Annual Leave**

- 8.1.6.1 Paid annual leave must not be cashed out except in accordance with this clause.
- 8.1.6.2 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.
- 8.1.6.3 SA Water and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- 8.1.6.4 The agreement must state:
- The amount of leave to be cashed out and the payment to be made to the employee for it; and
  - The date on which the payment is to be made.
- 8.1.6.5 The agreement must be signed by SA Water and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 8.1.6.6 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 8.1.6.7 The agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.
- 8.1.6.8 SA Water must keep a copy of the agreement made as an employee record.

- 8.1.6.9 SA Water must not exert undue influence or undue pressure on an employee to make, or not make, an agreement to cash out annual leave.

## **8.2 PERSONAL LEAVE**

### **8.2.1 Entitlement**

- 8.2.1.1 Full-time Employees are entitled to 90 hours (12 days) of personal leave each year.

An employee may take paid personal/carer's leave if the leave is taken:

- (a) Because the employee is not fit for work because of personal illness, or personal injury, affecting the employee; or
- (b) 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:
  - i. A personal illness, or personal injury, affecting the member; or
  - ii. An unexpected emergency affecting the member.

- 8.2.1.2 The entitlement to use personal leave as carer's leave is subject to the Employee being responsible for the care of the person concerned.

- 8.2.1.3 Personal leave will accrue continuously. In second and subsequent years, the full annual entitlement will be credited to the Employee on the first day of the service year.

- 8.2.1.4 An Employee will be paid for personal leave as prescribed by the minimum standards of the Act. The hours paid as personal leave will be deducted from the Employee's accrued entitlement.

- 8.2.1.5 An Employee's personal leave accumulates from year to year and any personal leave taken by the Employee is deducted from the Employee's personal leave credit. Accrued but untaken personal leave is not payable on termination.

### **8.2.2 Documentation for Personal Leave**

- 8.2.2.1 A medical certificate signed by a qualified medical practitioner, dentist or other registered health specialist will be required for any absence on personal leave for more than two (2) consecutive working days.

- 8.2.2.2 The Employee is not entitled to payment for personal leave unless:

- 8.2.2.2.1 The Employee gives SA Water notice of the illness or injury affecting the employee, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and

8.2.2.2.2 The Employee, at the request of SA Water, provides a medical certificate or other reasonable evidence of illness or injury as set out in sub-clause 8.2.2 "Documentation for Personal Leave" and 8.2.3 "Frequent or Prolonged Absences".

8.2.2.3 Where it is not reasonably practical for an Employee to provide a medical certificate for the purposes of this section, the Employee will provide SA Water with a statutory declaration confirming the reason for the absence and the reason a medical certificate could not be provided. The statutory declaration cannot be witnessed by an Employee of SA Water (unless they are a Justice of the Peace), or by the Employee's immediate family.

### 8.2.3 **Frequent or Prolonged Absences**

SA Water may require a medical certificate for absences of less than three (3) days. Such requests will only be made where an individual Employee has a record of frequent personal leave absences and following discussion with the Employee. Where it is not reasonably practical for an Employee to provide a medical certificate for the purposes of this section, the Employee will provide SA Water with a statutory declaration.

### 8.2.4 **Carer's Leave**

8.2.4.1 In normal circumstances an Employee must not take personal leave as carer's leave where another person has taken leave to care for the same person.

8.2.4.2 The Employee must, where practicable, give SA Water notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify SA Water by telephone of such absence at the first opportunity on the day of the absence.

8.2.4.3 Casual Employees caring responsibilities

8.2.4.3.1 Casual Employees are not entitled to paid personal leave but subject to the notice and evidentiary requirements in 8.2.4.2, casuals are entitled to leave work without pay:

- (a) To care for a member of their family or household who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child; or
- (b) Upon the death of a family member.

8.2.4.3.2 The period for which the Employee will be entitled to not be available to attend work for each occasion in clause 8.2.4.3.1 (a) is the longer of:

- (a) A period agreed upon between SA Water and the Employee; or
- (b) Up to 48 hours (or two (2) days) per occasion.

- 8.2.4.3.3 The casual Employee is not entitled to any payment for the period of non-attendance under this clause.
- 8.2.4.3.4 SA Water must not fail to re-engage a casual Employee because the Employee accessed the entitlement provided for under this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.
- 8.2.4.3.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

### **8.3 DOMESTIC AND FAMILY VIOLENCE LEAVE**

An Employee who is experiencing domestic violence or relationship violence (actual or threatened) can utilise up to 15 days per annum of special leave with pay and make reasonable use of, and SA Water will provide reasonable access to, existing leave entitlements and flexible and safe working arrangements.

### **8.4 PUBLIC HOLIDAYS**

- 8.4.1 Public holidays will be recognised on those days prescribed by the South Australian Public Holidays Act 1910. For those staff located in metro Victoria Public Holidays will be recognised on those days prescribed by the Victorian Public Holidays Act 1993.
- 8.4.2 Employees will not lose ordinary pay as a result of a public holiday falling on a day that he/she would normally be rostered to work. Employees will be paid at their ordinary rate for that day.
- 8.4.3 SA Water may require Employees to work on a public holiday. If an Employee is required to work on a public holiday, he/she will be paid at the relevant rate of pay prescribed in this Agreement (either as a shift worker or as overtime).

### **8.5 COMPASSIONATE LEAVE**

- 8.5.1 Employees (except casual Employees) are entitled to paid leave in accordance with the NES. For SA Water Employees, the entitlement is to up to three (3) days per occasion to attend to the death or life threatening illness/injury of a member of their immediate family or household.
- 8.5.2 Casual Employees are entitled to unpaid leave of up to three (3) days (per occasion).
- 8.5.3 An Employee must advise SA Water as soon as possible of their need to take Compassionate leave.
- 8.5.4 Compassionate leave is non-cumulative.
- 8.5.5 An Employee may be required to produce suitable evidence for their requirement to take and be paid for compassionate leave.
- 8.5.6 For the purpose of this clause, an occasion is limited to each separate life threatening illness or injury sustained by the person concerned.

### **8.6 LONG SERVICE LEAVE**

- 8.6.1 An Employee's entitlement to long service leave shall be consistent with rights pursuant to the *Long Service Leave Act (SA) 1987* as amended except as provided below.

## 8.6.2 Long Service Leave Entitlement

### 8.6.2.1 Employees recruited by SA Water

- 8.6.2.1.1 Full-time Employees with seven (7) years' continuous service are entitled to 9.1 calendar weeks long service leave. Thereafter an entitlement of 1.3 weeks accrues for each further completed year of service.
- 8.6.2.1.2 Part-time and casual Employees with seven (7) years of continuous service are entitled to long service leave on a proportionate basis.
- 8.6.2.1.3 On termination of employment, Employees are entitled to pro-rata long service leave on completion of seven (7) years continuous service.

### 8.6.2.2 Employees transferring from E&WS or other parts of the SA Public Service to SA Water

- 8.6.2.2.1 Employees transferred to SA Water from the Engineering & Water Supply Department pursuant to the Transitional Provisions contained in Schedule 1 of the *South Australian Water Corporation Act 1994*, or from other SA Public Service Departments as at 30 June 2011, or who have been appointed to ongoing positions as at 16 December 1999, shall be entitled to accrue long service leave entitlements at the rate of 15 days per annum following the completion of their fifteenth consecutive year of service.
- 8.6.2.2.2 Prior to the commencement of the sixteenth year of service such transferring Employees will accrue long service leave entitlements at the rate of nine (9) days per annum for each completed year of service. For these Employees, continuous service will not be broken by a break in employment with SA Water not exceeding three (3) months.

## 8.6.3 Long Service Leave Payment

Where the Long Service Leave is taken during the course of the Employee's employment with SA Water;

- 8.6.3.1 Payment will be at the Employee's substantive ordinary weekly rate of pay together with any of the allowances listed in Schedule 3.
- 8.6.3.2 Payment will be made:
  - 1. At the same time as payment would have been made had the Employee remained at work; or
  - 2. At the Employee's request, in advance; or
  - 3. Any other way agreed between SA Water and the Employee.
- 8.6.3.3 Weekends and public holidays occurring during long service leave are counted as part of that leave.



#### 8.6.4 **Employment While on Long Service Leave**

An Employee must not, while on long service leave, engage in any other employment in place of the employment in relation to which the right to leave accrued.

#### 8.6.5 **Long Service Leave Options**

8.6.5.1 Long Service Leave may be taken in single days at times agreed between SA Water and the Employee. A calendar day is equivalent to 1.4 working days. As Long Service Leave entitlements are calculated on calendar days, any period of long service leave of less than seven (7) days will be calculated at 1.4 days of Long Service Leave entitlement and the Employee's Long Service Leave credit will reduce by 1.4 days accordingly.

8.6.5.2 Long Service Leave taken in periods of seven (7) days or more will be calculated at 1.0 day of Long Service Leave entitlement and the Employee's Long Service Leave credit will reduce by the number of whole days taken.

8.6.5.3 The options for Employees to take their long service leave entitlements are:

8.6.5.3.1 To take paid leave accrued at the Employee's ordinary rate of pay.

8.6.5.3.2 To take twice the leave entitlement at half ordinary rates of pay (i.e. double leave at half rates of pay).

8.6.5.4 SA Water may require an Employee covered by sub-clause 7.6.3.1 to take any amount of accrued Long Service Leave. In such instances, at least 60 days' notice will be given.

#### 8.6.6 **Sickness While on Long Service Leave**

An Employee on Long Service Leave who is incapacitated on account of illness or accident may seek to convert to sick leave the days of incapacity beyond the first week, subject to the Employee providing medical evidence to SA Water's satisfaction to prove that the illness or injury would have rendered the Employee unable to attend work.

#### 8.6.7 **Long Service Leave Entitlement – Shift Work**

Continuous shift Employees are entitled to nine and one tenth (9.1) weeks long service leave accrual after seven (7) years qualifying service as a continuous shift worker, and 48.75 hours (1.3 weeks) thereafter for each year of service.

### 8.6.8 Long Service Leave Termination Payment

Length of Service	Type of Termination	Payment Received (less leave entitlements already taken)
Less than 7 years' service	Termination for any reason	No payment
7 years – less than 10 years' service	Termination for gross and wilful misconduct	No entitlement to payment
7 years – less than 10 years	Termination for any reason other than gross and wilful misconduct	Payment for each completed month of service based upon 9.1 days for each completed year of service
7 years – less than 10 years' service (E&WS/SA Public Sector Employees only)	Termination for any reason other than gross and wilful misconduct	Payment for each completed month of service based upon 9 calendar days for each completed year of service
More than 10 years' service	Termination for any reason	9.1 days for each year and pro-rata for each completed month of service
More than 10 years - less than 15 years (E&WS/SA Public Sector Employees only)	Termination for any reason	Payment for each completed month of service based upon 9 calendar days for each completed year of service
More than 15 years of service (E&WS/SA public sector Employees only)	Termination for any reason	As above for "10 years to less than 15 years", plus 15 calendar days per year of service for the period following completion of the first 15 years' service and pro-rata for each additional completed month of service.

## 8.7 PARENTAL LEAVE

### 8.7.1 General

Employees are entitled to unpaid parental leave in accordance with the NES. Employees are also entitled to the additional benefits set out in this clause.

The definition of "child" in clause 1.2 of the Agreement does not restrict the entitlement of de facto partners in section 70 of the Act and does not restrict the application of section 68 of the Act in any way.

### 8.7.2 Service

8.7.2.1 A full-time or part-time Employee is not required to have completed 12 months continuous service to be entitled to unpaid parental leave in accordance with the NES.

8.7.2.2 A casual Employee who has successfully completed any agreed probationary period or six (6) months continuous service is entitled to unpaid parental leave in accordance with the NES.

### 8.7.3 Entitlement

An Employee is entitled to a total period of up to 24 months of unpaid parental leave in accordance with section 70 of the Act.

#### 8.7.4 **Return to Work**

8.7.4.1 An Employee is entitled to return to work after parental leave on a part-time basis, at the Employee's substantive level, until the child's second birthday.

8.7.4.2 The following conditions apply to return part-time:

8.7.4.2.1 The Employee must apply at least six (6) weeks prior to the end of their parental leave, and will provide information as may reasonably be required, including the number of hours to be worked, and the date of the child's second birthday.

8.7.5 At least six (6) weeks prior to the child's second birthday, the Employee can request in writing to remain a part-time Employee on a permanent basis after the child's second birthday.

8.7.6 SA Water will consider the request to remain a part-time Employee on a permanent basis 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 business grounds related to the effect on the workplace or SA Water's business. SA Water will respond to such a request, in writing, within 21 days of receiving the Employee's written request.

#### 8.7.7 **Paid Parental Leave**

8.7.7.1 A full-time or part-time Employee is an Eligible Employee and is entitled to paid parental leave if they meet the following conditions:

8.7.7.6.1 The Employee is entitled to unpaid parental leave under clause 8.7 "Parental Leave"; and

8.7.7.6.2 The Employee has successfully completed their probationary period; and

8.7.7.6.3 The Employee has completed six (6) months continuous service immediately prior to the birth of the child.

8.7.7.2 An Eligible Employee is entitled to 17 weeks paid parental leave to commence within six (6) months of the child birth or adoption. Where both parents are employed by SA Water and/or any other State Government Agency, only one (1) parent is entitled to paid parental leave (excluding short term parental leave).

8.7.7.3 An Employee entitled to paid parental leave will be paid at their ordinary rate of pay. The taking of paid parental leave reduces the unpaid portion of parental leave accordingly. The paid parental leave is not extended by public holidays, rostered days off, programmed days off or any leave falling within the period of leave.

8.7.7.4 A part-time Employee's entitlements are proportional according to the average number of contracted hours during the preceding 12 months.

8.7.7.5 The total of paid and unpaid parental leave is not to exceed 104 weeks.

8.7.7.6 At the time of applying for paid parental leave, the Employee may elect in writing:

- 8.7.7.6.1 To take the paid leave in two (2) periods of complete weeks during the first 12 months of their parental leave; or
- 8.7.7.6.2 To take the paid leave at half pay in which case, the Employee will be entitled to be paid at half the ordinary rate of pay from the date the parental leave starts; or
- 8.7.7.6.3 A combination of 8.7.7.6.1 and 8.7.7.6.2.
- 8.7.7.6.4 Paid parental leave will be paid fortnightly and is not payable as a lump sum.

#### 8.7.8 **Commonwealth Paid Parental Leave Scheme**

The entitlements in this clause are in addition to paid leave that may be taken as a result of the Commonwealth Government Paid Parental Leave Scheme. For clarity, any paid leave taken under such a scheme does not extend the total period of parental leave of 104 weeks that can be taken.

### 8.8 **SPECIAL LEAVE - JURY SERVICE**

- 8.8.1 If an Employee (other than a casual Employee) is required to attend jury service on a day that they would otherwise be required to work ordinary hours, he/she is entitled to be absent for the duration of their attendance for jury service.
- 8.8.2 Employees will be entitled to payment from SA Water for the amount of ordinary wages that he/she would have earned for their ordinary hours at work plus any of the following allowances regularly received:
  - 1. Construction Work Allowance;
  - 2. Tool Allowance;
  - 3. Location Allowance;
  - 4. Skill and Qualification Based Allowances (clause 7.3); and
  - 5. Metal Trades Allowance.
- 8.8.3 Payment is conditional upon the Employee providing SA Water with proof of the requirement to attend jury service.
- 8.8.4 Employees who attend jury service during ordinary working hours will not seek payment (other than travelling expenses) from the Sheriff.

## PART 9: TERMINATION OF EMPLOYMENT

### 9.1 TERMINATION OF EMPLOYMENT

9.1.1 Except in the cases of:

- 9.1.1.1 Casual Employees and Employees on fixed term employment pursuant to clause 4.5 "Fixed Term Employment" where the contract specifies the minimum notice of termination;
- 9.1.1.2 Employees whose employment is terminated without notice on grounds of gross and wilful misconduct; and,
- 9.1.1.3 Any redundancy commitments binding on SA Water at the time;

employment may be terminated by SA Water giving the Employee notice in accordance with the following minimum requirements:

Period of Continuous Service	Period of Notice
3 years or less	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

provided that an Employee over 45 years of age and with at least two (2) years continuous service to the date of termination of employment, will be given one (1) additional weeks' notice.

9.1.2 Where SA Water makes payment in lieu of notice, the period for which payment is made is treated as service for the purpose of calculating service related entitlements.

9.1.3 An Employee must give a minimum of two (2) weeks' notice of intention to terminate their employment. Where an Employee leaves during the notice period without agreement by SA Water they will forfeit two (2) weeks' pay or a pro-rata amount where part of the notice period has been worked.

9.1.4 SA Water may elect to pay out the notice period.

#### 9.1.5 Termination Payment

9.1.5.1 Final payment and other entitlements will be paid on the date of termination unless this is not practicable, in which case it will be made available within three (3) working days.

9.1.5.2 SA Water pays all accrued and pro-rata, but untaken, annual leave entitlements (with Annual Leave Loading applying to both) to Employees with more than one (1) month's service. Pro-rata annual leave is paid on the basis of service up until the date of termination.

9.1.5.3 Employees with an accrued TOIL balance under clause 4.11.5 of the Agreement when their employment ends will be paid out such TOIL at time and a half of current pay rates.

9.1.5.4 Where an Employee is dismissed for gross and wilful misconduct, SA Water may withhold any payment for long service leave entitlements where the Employee has less than 10 years continuous service but more than seven (7) years.

9.1.5.5 If SA Water has granted leave in advance, SA Water will deduct from the Employee's final pay that amount paid in advance.

- 9.1.5.6 Any amount retained or advanced to an Employee to reduce or eliminate fluctuations in the fortnightly pay is deemed a debt to SA Water or the Employee as the case may be. That amount will be taken into consideration when the termination pay is calculated.

## **PART 10: WORK LIFE FLEXIBILITY**

### **10.1 FLEXIBLE WORK ARRANGEMENTS**

The parties acknowledge the benefit to the employer and Employee of Flexible Work Arrangements to balance work and other (including family) commitments.

- 10.1.1 SA Water will promote and improve the awareness of Flexible Work Arrangements during the life of this Enterprise Agreement.
- 10.1.2 Business Unit Managers will consider an Employee's request to participate in a Flexible Work Arrangement having regard both to the operational needs of the workplace and the Employee's circumstances.
- 10.1.3 This clause applies for the period an Employee participates in a Flexible Work Arrangement:
  - (a) Subject to this clause, the wages payable to an Employee where the Employee elects to participate in a Flexible Work Arrangement, will be adjusted to take account of the Flexible Work Arrangement in which the Employee is participating, notwithstanding any other provision in this Agreement.
  - (b) Where an Employee is participating in a Purchased Leave arrangement the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the Employee not been participating in the Purchased Leave arrangement.
  - (c) Should the Corporation allow Compressed Weeks to be an available Flexible Work Arrangement, an Employee's nominated normal hours for any day will constitute the Employee's ordinary hours for the day. Overtime will only be payable where the Employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
  - (d) Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued annual or long service leave entitlements the payment shall have regard to any period/s in which the Employee participated in a Flexible Work Arrangement and be adjusted accordingly.

### **10.2 REIMBURSEMENT OF COSTS**

#### **10.2.1 Reimbursement of Reasonable Child Care Costs**

Where an Employee, other than a casual Employee, is given less than 24 hours prior notice that the Employee is required to work outside of their ordinary hours of work, and consequently the Employee uses paid child care, the agency will reimburse the reasonable child care costs incurred by the Employee arising from performing such work, subject to this clause.

- 10.2.1.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 10.2.1.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the Employee.
- 10.2.1.3 The reimbursement will be in respect of the reasonable costs incurred by the Employee in respect of the work.

- 10.2.1.4 The Employee will provide the agency with a tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
- 10.2.1.5 For the purposes of this clause, a reference to work is a reference to the work outside the Employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

## 10.2.2 **Reimbursement of Reasonable Travel Costs**

Where an Employee, other than a casual Employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the Employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause.

- 10.2.2.1 The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the Employee.
- 10.2.2.2 The Employee ordinarily uses public transport.
- 10.2.2.3 Travel is by the most direct or appropriate route.
- 10.2.2.4 Reimbursement of reasonable taxi costs, or mileage.
- 10.2.2.5 The Employee will provide such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.



**PART 11: SIGNATORY AND AUTHORISATION**

Signed for and on behalf of CHIEF EXECUTIVE, SA WATER CORPORATION

Signed .....  
 Date ..... 23/12/2021  
 Name in full (printed) ..... David Ryan  
 Position ..... Chief Executive  
 Address ..... 250 Victoria Square, Adelaide, SA 5000

Witnessed by: .....  
 Witness Name in full (printed) ..... Lisa Lehmann  
 Witness Address ..... 250 Victoria Square, Adelaide, SA 5000

Signed for and on behalf of **PROFESSIONALS AUSTRALIA**, registered as the ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS & MANAGERS AUSTRALIA (APESMA)


Signed .....  
 Date .....  
 Name in full (printed) .....  
 Position .....  
 Address .....

Witnessed by: .....  
 Witness Name in full (printed) .....  
 Witness Address .....

Signed for and on behalf of **COMMUNITY AND PUBLIC SECTOR UNION (CPSU)**, SPSF GROUP SA BRANCH, PUBLIC SERVICE ASSOCIATION OF SA INC

Signed .....  
 Date ..... 23/12/21  
 Name in full (printed) ..... NEVILLE EDWARD KITCHIN  
 Position ..... BRADEN SECRETARY PSAPSA  
 Address ..... 122 Pirie St Adelaide  
 Witnessed by: ..... Ratcliff  
 Witness Name in full (printed) ..... Rosemarie Ratcliff  
 Witness Address ..... 122 Pirie St Adelaide

Signed for and on behalf of **UNITED WORKERS UNION**


Signed ..... 

Date ..... 23/12/2021

Name in full (printed) ..... Godfrey Moase

Position ..... Director - Allied Industries

Address ..... 833 Bourke Street Docklands Vic 3008

Witnessed by: ..... 

Witness Name in full (printed) ..... Jenny Burgoyne

Witness Address ..... 833 Bourke Street Docklands Vic 3008

Signed for and on behalf of **AUSTRALIAN MANUFACTURING WORKERS UNION**

Signed .....

Date .....

Name in full (printed) .....

Position .....

Address .....

Witnessed by: .....

Witness Name in full (printed) .....

Witness Address .....

Signed for and on behalf of **COMMUNICATIONS ELECTRICAL ELECTRONIC ENERGY INFORMATION  
POSTAL PLUMBING & ALLIED SERVICES UNION OF AUSTRALIA, ELECTRICAL DIVISION – SA BRANCH**

Signed ..... 

Date ..... 23/12/21

Name in full (printed) ..... JOHN ASLEY

Position ..... CEPU SA BRANCH SECRETARY

Address ..... 87 ST. VINCENT ST. PT. ADELAIDE SA.  
5015

Witnessed by: ..... Jessica Rogers

Witness Name in full (printed) ..... 

Witness Address ..... 87 St Vincent St, Port Adel. SA  
5015



## SCHEDULE 1

### SA Water Classification Structure and Rates of Pay

Level	Step	Effective first pay period after Agreement successfully endorsed by a majority of employees			Effective 1 July 2022			Effective 1 July 2023		
		Yearly	Fortnightly	Weekly	Yearly	Fortnightly	Weekly	Yearly	Fortnightly	Weekly
SAW 1	1	\$49,199.34	\$1,886.24	\$943.12	\$49,937.33	\$1,914.53	\$957.27	\$50,436.70	\$1,933.68	\$966.84
	2	\$50,795.95	\$1,947.45	\$973.73	\$51,557.89	\$1,976.66	\$988.33	\$52,073.47	\$1,996.43	\$998.22
	3	\$52,381.79	\$2,008.25	\$1,004.13	\$53,167.52	\$2,038.37	\$1,019.19	\$53,699.20	\$2,058.76	\$1,029.38
SAW 2	1	\$56,070.42	\$2,149.66	\$1,074.83	\$56,911.48	\$2,181.91	\$1,090.96	\$57,480.59	\$2,203.73	\$1,101.87
	2	\$57,901.26	\$2,219.86	\$1,109.93	\$58,769.78	\$2,253.15	\$1,126.58	\$59,357.48	\$2,275.69	\$1,137.85
	3	\$60,230.21	\$2,309.15	\$1,154.58	\$61,133.66	\$2,343.78	\$1,171.89	\$61,745.00	\$2,367.22	\$1,183.61
	3D	\$61,681.43	\$2,364.78	\$1,182.39	\$62,606.65	\$2,400.25	\$1,200.13	\$63,232.72	\$2,424.26	\$1,212.13
SAW 3	1	\$61,681.43	\$2,364.78	\$1,182.39	\$62,606.65	\$2,400.25	\$1,200.13	\$63,232.72	\$2,424.26	\$1,212.13
	2	\$63,716.90	\$2,442.82	\$1,221.41	\$64,672.65	\$2,479.46	\$1,239.73	\$65,319.38	\$2,504.26	\$1,252.13
	3	\$67,077.05	\$2,571.64	\$1,285.82	\$68,083.21	\$2,610.22	\$1,305.11	\$68,764.04	\$2,636.32	\$1,318.16
	3D	\$69,066.76	\$2,647.93	\$1,323.97	\$70,102.76	\$2,687.65	\$1,343.83	\$70,803.79	\$2,714.52	\$1,357.26
SAW 4	1	\$71,056.46	\$2,724.21	\$1,362.11	\$72,122.31	\$2,765.07	\$1,382.54	\$72,843.53	\$2,792.72	\$1,396.36
	2	\$73,425.79	\$2,815.05	\$1,407.53	\$74,527.18	\$2,857.27	\$1,428.64	\$75,272.45	\$2,885.84	\$1,442.92
	3	\$75,795.13	\$2,905.88	\$1,452.94	\$76,932.06	\$2,949.47	\$1,474.74	\$77,701.38	\$2,978.97	\$1,489.49
SAW 5	1	\$78,716.41	\$3,017.88	\$1,508.94	\$79,897.16	\$3,063.15	\$1,531.58	\$80,696.13	\$3,093.78	\$1,546.89
	2	\$83,010.97	\$3,182.53	\$1,591.27	\$84,256.13	\$3,230.27	\$1,615.14	\$85,098.69	\$3,262.57	\$1,631.29
	3	\$86,384.58	\$3,311.87	\$1,655.94	\$87,680.35	\$3,361.55	\$1,680.78	\$88,557.15	\$3,395.16	\$1,697.58
SAW 6	1	\$89,365.09	\$3,426.14	\$1,713.07	\$90,705.57	\$3,477.53	\$1,738.77	\$91,612.63	\$3,512.31	\$1,756.16
	2	\$93,169.48	\$3,571.99	\$1,786.00	\$94,567.02	\$3,625.57	\$1,812.79	\$95,512.69	\$3,661.83	\$1,830.92
	3	\$96,979.26	\$3,718.05	\$1,859.03	\$98,433.95	\$3,773.83	\$1,886.92	\$99,418.29	\$3,811.56	\$1,905.78
SAW 7	1	\$98,058.93	\$3,759.45	\$1,879.73	\$99,529.81	\$3,815.84	\$1,907.92	\$100,525.11	\$3,854.00	\$1,927.00
	2	\$103,190.69	\$3,956.19	\$1,978.10	\$104,738.55	\$4,015.54	\$2,007.77	\$105,785.94	\$4,055.69	\$2,027.85
	3	\$108,338.62	\$4,153.56	\$2,076.78	\$109,963.70	\$4,215.86	\$2,107.93	\$111,063.34	\$4,258.02	\$2,129.01
SAW 8	1	\$109,630.98	\$4,203.10	\$2,101.55	\$111,275.44	\$4,266.15	\$2,133.08	\$112,388.19	\$4,308.81	\$2,154.41
	2	\$115,417.01	\$4,424.93	\$2,212.47	\$117,148.27	\$4,491.31	\$2,245.66	\$118,319.75	\$4,536.22	\$2,268.11
	3	\$121,194.95	\$4,646.45	\$2,323.23	\$123,012.87	\$4,716.15	\$2,358.08	\$124,243.00	\$4,763.31	\$2,381.66
SAW 9	1D	\$126,735.96	\$4,858.89	\$2,429.45	\$128,637.00	\$4,931.77	\$2,465.89	\$129,923.37	\$4,981.09	\$2,490.55
** 'Grandfathered' rates and 'Hidden' rates only available to employees transitioning to Single Classification Structure from the previous classification structure										
Apprentices										
APMA (Adult)	1	\$44,054.13	\$1,688.98	\$844.49	\$44,714.94	\$1,714.31	\$857.16	\$45,162.09	\$1,731.45	\$865.73
	2	\$44,334.13	\$1,699.71	\$849.86	\$44,999.14	\$1,725.21	\$862.61	\$45,449.13	\$1,742.46	\$871.23
APPM	1	\$33,924.79	\$1,304.80	\$652.40	\$34,433.66	\$1,324.37	\$662.19	\$34,778.00	\$1,337.62	\$668.81
	2	\$40,092.93	\$1,542.04	\$771.02	\$40,694.32	\$1,565.17	\$782.58	\$41,101.27	\$1,580.82	\$790.41
	3	\$46,261.07	\$1,779.27	\$889.64	\$46,954.99	\$1,805.96	\$902.98	\$47,424.54	\$1,824.02	\$912.01
	4	\$55,513.29	\$2,135.13	\$1,067.56	\$56,345.99	\$2,167.15	\$1,083.58	\$56,909.45	\$2,188.82	\$1,094.41

## **SCHEDULE 2**

### **Trainees/Apprentices**

#### **1. General**

- 1.1. SA Water is the Employer.
- 1.2. "Trainee" or "Apprentice" means any person covered by a Contract of Training.
- 1.3. It is not intended that existing Employees should be displaced from employment by trainees.

#### **2. Contract of Training**

Each Apprentice/Trainee will have a Contract of Training which will state the term of the Apprenticeship/Traineeship. All Contracts of Training are to be read subject to the Agreement. Where there is an inconsistency between the Contract of Training and the Agreement, the Contract of Training will take precedence.

#### **3. Probation**

The probationary period shall be prescribed by the Contract of Training.

#### **4. Cancellation or Suspension of Contract of Training**

Subject to the provision of the *Training and Skills Development Act 2008*, a Contract of Training may be suspended or cancelled:

- (a) By mutual consent; or
- (b) If in the opinion of the Training & Skills Commission circumstances exist (including a lack of suitable employment) which render such suspension or cancellation necessary or desirable.

#### **5. Fair Treatment, Anti-Discrimination and Harassment Procedure**

Apprentices and Trainees are subject to the Fair Treatment, Anti-Discrimination and Harassment procedure as varied from time to time.

In the event that a disciplinary process would result in a formal written warning (however described), SA Water will seek the involvement of Traineeship and Apprenticeship Services rather than proceeding immediately to Stage 3 - Formal Warning.

This provision does not prevent either party from seeking Traineeship and Apprenticeship Services involvement on any dispute at any stage.

#### **6. Operation of State Laws**

Any statute or regulation relating to Apprenticeships/Traineeships will operate.

#### **7. Rates of Pay**

##### **7.1 Weekly Rate - Junior Apprentices**

Subject to the provisions of Schedule 2 clauses 7.2 "Weekly Rate – Adult Apprentice" and 7.3 "Weekly Rate Traineeship" the minimum weekly rate for Junior Apprentices will be a percentage of the ordinary weekly rate payable under this Agreement for a SA Water Level 3 Step 1 classification.

<b>Four (4) Year Term</b>	<b>Junior Apprentice Percentage of SAW Level 3 Step 1</b>
1st year	55%
2nd year	65%
3rd year	75%
4th year	90%

Junior Apprentices are entitled to the rates of pay set out in Schedule 1 of the Agreement for APPM employees.

## **7.2 Weekly Rate - Adult Apprentice**

Subject to Schedule 2 clause 7.4 "Weekly Rate – Other Matters", Adult Apprentices are entitled to the rates of pay set out in Schedule 1 of the Agreement for APMA employees, or the State Minimum Wage, whichever is greater.

## **7.3 Weekly Rate - Traineeship**

The rates of pay and skill levels for non-apprentices shall be as set down from time to time by the Office of Public Employment.

## **7.4 Weekly Rate - Other Matters**

- 7.4.1 An Employee who is under 21 years of age on the expiration of an apprenticeship and works in the trade in which the Employee has become qualified will be paid not less than SA Water Level 3 Step 1.
- 7.4.2 Where an adult person (i.e. 21 years of age or older on the date of signing a Contract of Training) is employed by SA Water immediately prior to becoming an Apprentice/Trainee, the Employee will not suffer a reduction in the rate of pay by virtue of signing the Contract of Training.
- 7.4.3 The rate of pay for an adult Apprentice/Trainee remains at that level until payment of the appropriate year's percentage pay rate for Apprentices/Trainees exceeds that value.
- 7.4.4 Where the adult Apprentice/Trainee was not in SA Water employment prior to the signing of the Contract of Training, the Apprentice/Trainee will be paid in accordance with the adult percentage specified in Schedule 2 clauses 7.2 "Weekly Rate – Adult Apprentice" or 7.3 "Weekly Rate – Traineeship" whichever is applicable.
- 7.4.5 Where an Apprentice is hosted by SA Water and employed by a Group Training Provider, SA Water will make every reasonable effort to ensure the Group Training Provider pay the rates of pay equal to that provided to Apprentices employed directly by SA Water.

## **8. Overtime and Shift Work**

- 8.1 No Apprentice/Trainee will work overtime or shift work where it prevents the Apprentice/Trainee from attending vocational, educational or training providers unless other arrangements can be made.
- 8.2 No Apprentice/Trainee will work on overtime or shift work without appropriate supervision.

## **9. Travel and Accommodation for training purposes**

- 9.1 Allowances for training related travel are paid by the registered training provider. These allowances will be set from time to time by the Department of State Development (South Australia).
- 9.2 The Commonwealth Department of Education and Training allowance for living away from home may be applicable for Apprentices/Trainees attending basic skills induction training at the commencement of their contract.
- 9.3
- 9.4 For travel for work purposes, Apprentices/Trainees are paid the allowances specified in clauses 7.4 "Expense-Related allowances" and 7.5 "Travelling Time".

## **10. Lost Time**

Where an Apprentice/Trainee has been absent without SA Water's consent or has worked less than the ordinary working days in any one (1) calendar year, the Apprentice/Trainee may be required to make up the time before commencing a new service year. Any periods worked in excess of the ordinary working hours will be credited when calculating extra time to be served.

## **11. Leave**

Apprentices/Trainees are entitled to all forms of leave outlined in Part 8 – Leave.

## **12. Part-time Apprentice or Trainee**

Apprentices and Trainees may undertake a Contract of Training on a part-time basis by working less than full-time hours. A part-time Apprentice or Trainee shall receive on a pro-rata basis, all employment conditions applicable to a full-time Apprentice or Trainee. A part-time Apprentice or Trainee may by agreement transfer from a part-time to a full-time Apprenticeship or Traineeship should one become available.

## **13. School-based Apprentice or Trainee**

School – based Apprentices or Trainees will be paid in accordance with the *Water Industry Award 2020*.

An Apprentice or Trainee undertaking a school-based Apprenticeship or Traineeship may by agreement be paid as a casual Employee and receive an additional loading of 25% on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where an Apprentice or Trainee is called upon to work on a public holiday the provisions in this Agreement will apply. A school-based Apprentice or Trainee will only be paid for hours worked on the job. Off the job training, for example at a secondary school or TAFE SA, will be unpaid.

## SCHEDULE 3

### Allowances and Other Benefits

Clause	Allowance	Amount / effective			Payment Applicable	Applies on Leave	Applies on Overtime
		First pay period after Agreement successfully endorsed by a majority of employees	1 July 2022	1 July 2023			
7.1.7	On Call Allowance – Monday to Friday	\$26.99	\$27.39	\$27.66	As rostered	No	No
	On Call Allowance – Saturday, Sunday and Public Holidays	\$48.57	\$49.30	\$49.79			
7.1.8	On Call Allowance – Monday to Friday	\$32.39	\$32.88	\$33.21	As rostered	No	No
	On Call Allowance – Saturday, Sunday and Public Holidays	\$62.61	\$63.55	\$64.19			
7.2.1	Construction and Maintenance	\$38.54	\$39.12	\$39.51	Weekly	Yes, if permanently received	Yes – hours worked only (excluding penalties)
7.3.1	Truck Loading Crane Licence	\$3.08	\$3.13	\$3.16	Daily	No	No
7.3.2	First Aid	\$12.87	\$13.06	\$13.19	Weekly	Yes, if permanently received	No
7.3.3	Electrical Registration	\$22.24	\$22.57	\$22.80	Weekly	Yes, if permanently received	Yes – hours worked only (excluding penalties)
7.3.4	High Voltage Switching	\$20.37	\$20.68	\$20.89	Weekly	No	No
7.3.5.1	Experienced Diver	\$32.09	\$32.57	\$32.90	Weekly	Yes	No
7.3.5.1	Chief Diving Officer	\$16.08	\$16.32	\$16.48	Weekly	Yes	No
7.3.5.2	Daily Diver	\$43.54	\$44.20	\$44.64	Daily	No	No
7.3.6	Lift Work	\$124.94	\$126.81	\$128.08	See clause 7.3.6	No	No
7.3.7	Metal Trades	\$62.37	\$63.31	\$63.94	Weekly	Yes, if permanently received	Yes – hours worked only (excluding penalties)
Temporary Higher Class Duties (THCD)		See clause 7.8.4			See clause 7.8.2	See clause 7.8.3.2	Yes
The following expense related allowances will be reviewed once each year in accordance with Australian Bureau of Statistics South Australian CPI movement for the previous 12 months. Allowances will not be reduced in years of negative CPI movement, but negative movement will be taken into account in assessing any subsequent increases.							
7.4.4.3.4	Accommodation and Meals	Part Day / Same Day – Breakfast - \$26.11			Per occasion	No	No
		Part Day / Same Day – Dinner - \$47.82					
		Overnight – Breakfast - \$26.11					
		Overnight – Lunch - \$26.11					
		Overnight – Dinner - \$47.82					
		Overnight – Incidentals - \$13.76					
Tool		\$17.38 per week			Weekly	Yes, excluding long service leave on termination	Yes
Vehicle		\$0.91 for cars \$0.37 for motorcycles			Per kilometre	No	No
Overtime Meal Allowance		\$31.95			Per occasion	No	No

## SCHEDULE 4

### Redeployment, Retraining and Redundancy for Tenured or Transferred Employee

1. This schedule only applies to Tenured or Transferred Employees.

2. **Tenured Employment**

This means an Employee who:

- Was an ongoing permanent Employee of SA Water as at 16 December 1999 and who has remained employed with SA Water since that date; or
- An Employee who transferred from the SA Public Sector (irrespective of the date of such transfer) and who was an ongoing permanent Employee of the SA Public Sector at the time of transfer, and who has remained employed with SA Water since the transfer.

For the avoidance of doubt, the definition of Tenured Employee does not change the meaning or operation of Tenured Employment that appeared in the *SA Water Corporation Enterprise Agreement 2013*.

3. A Transferred Employee is defined as an Employee who transferred from the SA Public Sector (irrespective of the date of transfer) and who was an ongoing permanent Employee of the SA Public Sector at the date of transfer and has remained employed with SA Water since the transfer.
4. SA Water will manage workforce careers, training and redeployment to meet current and future service delivery and capability needs within the Corporation.
5. A Tenured or Transferred Employee will adapt and develop capabilities to meet changing needs and challenges and those who are engaged on an ongoing basis and become displaced as a result of restructuring ("declared excess Employees") will engage in opportunities for retraining and redeployment.
6. Prior to declaring a Tenured or Transferred Employee as an "excess Employee", SA Water will consider whether there are suitable alternate positions available or likely to become available within a reasonable time frame which the Tenured or Transferred Employee could be transferred to, with or without the provision of training.
7. A Tenured or Transferred Employee declared excess will be advised in writing and invited to consider a targeted voluntary separation package.
8. Alternatively, a Tenured or Transferred Employee of SA Water may, for a period of up to 12 months be able to search for an alternate position within SA Water or the South Australian Public Sector (redeployment period).
9. Where a Tenured or Transferred Employee is declared excess and has been unsuccessful in obtaining an alternative ongoing position within SA Water or the South Australian Public Sector after 12 months (since written advice of being declared excess), they may be separated with a separation payment.
10. A Tenured or Transferred Employee who is placed in ongoing or temporary employment of not less than 12 months must be formally advised that they are no longer an excess Employee. The 12 month period will include the cumulative effect of extensions in the same position. Should the Tenured or Transferred Employee become excess a subsequent time, the Chief Executive, SA Water (or delegate) will provide them with a new notification; and a 12 month redeployment period commences from the time of such new notification.



11. Where a Tenured or Transferred Employee has not been able to secure a new role by the end of the 12 month period and has declined consideration of an early targeted voluntary separation package during that time, they may be separated with a separation payment.
12. The period for counting towards the 12 months as an excess Employee commences at the date of the written advice to the Employee that they are declared excess per clause 7.

13. **Deferment of the Redeployment Period**

- (a) The General Manager, People & Safety, SA Water will defer a redeployment period where an Employee has been declared as excess (and formally notify Employees accordingly), on the basis of them being absent from duty by reason of:
  - i. Parental leave; or
  - ii. Defence reserve leave; or
  - iii. Where an Employee is in receipt of weekly payments for a compensable workplace injury or illness and/or subject to a Rehabilitation and Return to Work Plan in respect of such injury or illness.
- (b) An excess Employee may apply to the General Manager, People & Safety, SA Water to defer the redeployment period on the basis of exceptional circumstances and the General Manager, People & Safety, SA Water will consider such application.

14. **Consultation**

SA Water will ensure compliance with clause 3.2 "Communication/Consultation" (as varied and amended) and SA Water policy and procedures including:

- (a) Consult with Tenured or Transferred Employees and relevant industrial associations about significant restructuring/reorganisation that is expected to result in fewer roles/positions.
- (b) Written consultation for the purposes of clause 3.2 "Communication/Consultation" will include informing Tenured or Transferred Employees and applicable industrial associations of the following, recognising that privacy should be applied in relation to the identity of individual Employees:
  - i. The impacted business unit(s) and, positions by impacted Employees;
  - ii. The number of current full-time equivalent positions, Employees and classifications in impacted business units;
  - iii. The composition of the workforce in impacted business unit(s) including Fixed Term Employees, casual Employees and contractors;
  - iv. The number of full-time equivalent positions proposed to be abolished and the number of Employees who may become excess to requirements.
- (c) The purpose of this is to provide a reasonable opportunity for Employees and applicable industrial associations to provide feedback with respect to the proposed change, including suggesting, identifying and discussing options regarding the proposed change. Employees and applicable industrial associations will have 10 business days to respond to SA Water.
- (d) SA Water will respond to feedback received during consultation.
- (e) The consultation process will specify the proposed implementation commencement date.

15. SA Water will:

- (a) Ensure that the use of fixed term staff is reduced wherever possible.
- (b) Ensure available roles and vacancies are promoted/advertised and support Tenured or Transferred Employees to be redeployed.
- (c) Actively case-manage excess Tenured or Transferred Employees to effectively assist in any transition to new roles including:
  - i. Providing access to vacancies and interview/active consideration for a role (which may occur at the same time as the role is being advertised) where an excess Tenured or Transferred Employee is identified for/applies for a vacancy and there is a skills and capabilities match;
  - ii. Provide access to retraining support, with a commitment to providing retraining opportunities within SA Water that are tailored to meet the individual needs of an excess Tenured or Transferred Employee with an individual case management approach; and
  - iii. Adhere to voluntary separation arrangements and/or release of a Tenured or Transferred Employee.
- (d) Where SA Water has made a definite decision to implement organisational change that will result in a Tenured or Transferred Employee who works in a rural or regional locality in South Australia being declared excess, SA Water will provide details of the proposed organisational change and affected Tenured or Transferred Employees to the relevant Minister prior to the implementation of the change.

16. **SA Water Excess Tenured or Transferred Employees**

SA Water Excess Tenured or Transferred Employees are responsible for actively adapting and developing their skills including:

- (a) Following receipt of written advice of being declared an excess Tenured or Transferred Employee, actively consider and indicate their preferred option: to either work to secure another ongoing role/position i.e. redeployment; seek the applicable case manager's assistance; or seek an invitation for an early separation payment.
- (b) Co-operating with SA Water or an agency to which they may be assigned, participate in re/training opportunities and make every effort to adapt to and undertake the role/s or position/s identified or into which she/he is placed or assigned.
- (c) Work with an agency nominated person or external service provider who is allocated to assist with a restructure and/or redeployment, including counselling; skills and capability development; and consideration of opportunities within the public or private sectors.
- (d) Must accept as quickly as possible and must not refuse assignment or placement into an alternative or another role/position that is a reasonable match with their skills and capabilities (including with training).
- (e) Continue to be subject to processes and requirements (legislative, policy and administrative) applicable to a SA Water Employee.

17. **Application of separation payments**

- (a) At any time during the redeployment period an excess Tenured or Transferred Employee may accept an applicable voluntary separation in accordance with SA Water's *Separation Procedure (SAWP-HR-0020)*. The value of the voluntary separation package is discounted with reference to the period of the redeployment period that has elapsed per the following table:

<b>Time period during which acceptance is communicated</b>	<b>Targeted Voluntary Separation Payment</b>
Within three (3) months of Redeployment Period commencing	100%
Between three (3) and six (6) months after the commencement of Redeployment Period	50%
Between six (6) and nine (9) months after the commencement of Redeployment Period	25% or the National Employment Standards (NES) equivalent redundancy payment. Whichever is greater
Between nine (9) and 12 months after the commencement of Redeployment Period	NES equivalent redundancy payment only

- (b) In addition the voluntary separation payment set out in clause 17 of this schedule package, a Tenured or Transferred Employee declared excess who accepts a voluntary separation payment in the first three (3) months of the redeployment period is also entitled to a lump sum of \$15,000, if the Employee, when working in their substantive position is employed as a Lock Attendant, or receives a Construction and Maintenance Allowance or the Metal Trades Allowance, or the Experienced Diver Allowance every fortnight that is paid in the field pay every second Wednesday.

## SCHEDULE 5

### Injury and Income Protection

#### 1. Preamble

- 1.1 This 'Injury and Income Protection' policy is founded upon the current Police Disability Pension under Regulation 38A of the Southern State Superannuation Regulations 2009 that is available to workers who meet specific criteria for eligibility.
- 1.2 The Regulations referred to above were introduced during the operation of the previous *Workers Rehabilitation and Compensation Act*.
- 1.3 The content of an amended Regulation 38A and the principles agreed between the Government and the Police Association of South Australia are set out in this policy.
- 1.4 Under this new 'Injury and Income Protection' policy an eligible worker will receive entitlements as outlined in this policy.

#### 2. Funding Arrangements

- 2.1 The funding arrangements for this policy shall be provided within the budget process of the agency.

#### 3. Administration of this Policy

- 3.1 The responsibility for administering this policy is vested in the Chief Executive or delegate.
- 3.2 In administering this policy the Chief Executive shall provide procedural fairness when making potentially adverse decisions affecting injured workers.

#### 4. Definitions

- 4.1 This policy applies to workers who have an accepted claim pursuant the *Return to Work Regulations 2015* or the *Return to Work Act 2014* and meet the eligibility requirements of this policy.
- 4.2 "Employer" means *SA Water Corporation* or delegate
- 4.3 "Benefits" means weekly payments of income maintenance or medical and like expenses.
- 4.4 "Financial support" means the weekly payments of income support made pursuant to this policy.
- 4.5 "Independent Medical Adviser" in this policy means an Independent Medical Adviser as listed on the South Australian Employment Tribunal website ([www.saet.sa.gov.au](http://www.saet.sa.gov.au)).
- 4.6 "Notional Weekly Earnings" within this policy means the "Salary as specified for the eligible worker's classification in the applicable Enterprise Agreement".
- 4.7 "Retirement" in this policy has the same meaning as 'retiring age' as defined in section 44 of the *Return to Work Act 2014*.
- 4.8 "Recovery/return to work plan" includes a recovery/return to work plan established or continuing under this policy.

## 5. Mutual Obligations

- 5.1 A worker while in receipt of benefits pursuant to this policy is entitled to expect—
- (a) The employer to continue to actively manage the worker's injury, to provide services and to participate and cooperate in assisting the workers recovery and return to work; and
  - (b) A worker may reasonably request the employer to review the provision of any service to the worker under this policy or to investigate any circumstance where it appears that the employer is not complying with any requirement of this policy.
- 5.2 A worker while in receipt of benefits pursuant to this policy must—
- (a) Participate in all activities designed to enable the worker to recover and return to work as soon as is reasonably practicable; and
  - (b) Without limiting paragraph (a)—
    - (i) Participate and cooperate in the establishment of a recovery/return to work plan; and
    - (ii) Comply with obligations imposed on the worker by or under a recovery/return to work plan; and
  - (c) Ensure that the employer is provided with current medical certificates (in a designated form provided by recognised health practitioners not inconsistent with the *Return to Work Act 2014*) with respect to any incapacity for work for which financial support is being provided under this policy so as to provide evidence to support the continuation of those payments; and
  - (d) Return to suitable employment when reasonably able to do so; and
  - (e) Take reasonable steps to mitigate any possible loss on account of the work injury.

## 6. Return to Work Commitment

- 6.1 Whereas:
- (a) The parties agree that a return to work within the meaning of the *Return to Work Act 2014* is always the objective in the case of any work injury;
  - (b) The unions and workers covered by this agreement will reasonably support and cooperate in the pursuit of this objective as required by the *Return to Work Act 2014* and this agreement.

## 7. Coverage and Benefits – Injuries on or After 1 July 2015

- 7.1 Those workers who are injured on or after 1 July 2015 in circumstances where the worker:
- (a) Is temporarily or permanently incapacitated for work as a result of a physical or psychological injury sustained when he or she was on duty or lawfully exercising the duties of a worker in their employment; and
  - (b) The injury –
    - i. Resulted from conduct directed at the worker that constitutes a criminal offence; or

- ii. Occurred as a direct and immediate result of conduct that constitutes a criminal offence in the course of the workers employment or conduct that appears to be criminal; or
- iii. Occurred as a direct and immediate result of conduct that constitutes a criminal offence; or
- iv. Occurred in other circumstances where the worker is placed in a dangerous situation in the course of, or as a consequence of, acting in, or engaging in, their duties or position excluding psychological injury other than that caused as a consequence of a specific incident or incidents.

- (c) Has an accepted claim pursuant to the *Return to Work Act 2014*; and
- (d) Has had their individual entitlements exhausted pursuant to the *Return to Work Act 2014*; and
- (e) Has not been assessed as having a 30% or more Whole Person Impairment (WPI); and
- (f) Has not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

7.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer); or

7.3 A redemption of medical expenses referred to in 7.2.

7.4 In the case of financial support:

- (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Return to Work Regulations 2015* and meeting the mutual obligations set out in this policy; or
- (b) A redemption of 7.4(a).

## **8. Coverage and Benefits Injuries Prior to 1 July 2015**

8.1 Those workers who were injured prior to 1 July 2015 in circumstances of 7.1 (a) and (b); and

- (a) Have an accepted claim pursuant to the *Return to Work Regulations 2015/Return to Work Act 2014* and;
- (b) Have had their individual entitlements exhausted pursuant to the *Return to Work Act 2014* and;
- (c) Have not been assessed as having a 30% or more Whole Person Impairment (WPI) and;
- (d) Have not made a return to work within the meaning of the *Return to Work Act 2014*;

will be provided on the following basis:

8.2 In the case of medical expenses, ongoing cover for such expenses as are reasonably and necessarily incurred as a direct result of such accepted claim (other than those already covered by the Employer) or;

- 
- 8.3 A redemption of medical expenses referred to in 8.2.
- 8.4 In the case of financial support:
- (a) A top-up payment to achieve 80% notional weekly earnings or 80% of the difference between actual earnings and notional weekly earnings until retirement or return to work, subject to a work capacity review as per the *Return to Work Regulations 2015* and meeting the obligations set out in this policy, or
  - (b) A redemption of 8.4(a); or
  - (c) Payment of an amount equivalent to the payment to which the worker would have been entitled to under section 39 of the *Return to Work Act 2014* had their compensable injury occurred after 1 July 2015.
- 8.5 Any financial support provided for in this policy shall be discounted to the extent of any payment made pursuant to Part 4, Division 6 of the *Return to Work Act 2014*.
- 9. Work Capacity Review Provision - as referred to in 7.4(a) and 8.4(a)**
- 9.1 In regard to 7.4(a) and 8.4(a), a worker's entitlement to financial support pursuant to this policy does not commence, or if having commenced, ceases, unless the worker is assessed by the employer as:
- (a) Having no current work capacity; and
  - (b) Likely to continue indefinitely to have no current work capacity; or
  - (c) Being in employment, and that because of the compensable injury the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.2 A review of the assessment of a worker under 9.1 may be conducted by the employer at any time and must be conducted as often as may be reasonably necessary, being at least once in every two (2) years.
- 9.3 An assessment under 9.1 may be conducted before or after the period of financial support provided pursuant to the *Return to Work Act 2014* has been exhausted.
- 9.4 A worker receiving financial support under this policy shall continue to receive such financial support unless or until the employer has assessed whether the worker as:
- (a) Having no current work capacity; and
  - (b) Likely to continue indefinitely to have no current work capacity.
- 9.5 The employer must not discontinue the financial support under this policy on the basis of a work capacity assessment until it has given the worker 13 weeks' notice in writing of the proposed discontinuance. Such notice must not be given unless and until the assessment referred to herein has been undertaken.
- 9.6 A worker who is, or has been, entitled to financial support under this policy may apply to the employer for a decision that the worker's entitlement to financial support under this policy does not cease.

- 9.7 The employer, upon receipt of an application under 9.6 may decide that the worker's financial support under this policy does not cease as contemplated by 9.1 if the employer is satisfied that the worker is in employment and that because of the work injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work which would increase the worker's current weekly earnings.
- 9.8 The employer:
- (a) Must within 90 days of receiving an application under 9.6, make or refuse to make a decision under 9.7 and advise the worker in writing of its decision (unless the employer requires an extension of time because of the operation of paragraph (b)); and
  - (b) Must not refuse to make a decision under 9.7 on the ground that the employer is not satisfied under the requirements of that clause unless—
    - i. The employer has referred the medical question whether, because of the injury, the worker is, and is likely to continue indefinitely to be, incapable of undertaking further or additional employment or work, and if not so incapable, what further or additional employment or work the worker is capable of undertaking, for the opinion of an Independent Medical Adviser ('IMA'); and
    - ii. The opinion of the 'IMA' is that the worker is not so incapable and specifies what further or additional employment or work the worker is capable of undertaking.
- 9.9 If the employer makes a decision under 9.7, the worker is entitled to financial support in accordance with clause 7.4 (for injuries occurring on or after 1 July 2015) or 8.4 (for injuries occurring prior to 1 July 2015).
- 9.10 The entitlement to financial support under 9.9 continues until—
- (a) The employer ceases to be satisfied as to the matters specified in 9.7; or
  - (b) The worker otherwise ceases to be entitled to financial support under this policy.

## 10. Ceasing of Benefits

- 10.1 In regard to a worker's entitlement to financial support ceasing for any reason other than on the basis of a work capacity assessment, 28 days' notice outlining the reasons for discontinuance is to be provided before the discontinuance of financial support.
- 10.2 Benefits pursuant to these this policy shall no longer apply in the event that an eligible worker in the view of the employer:
- (a) Has "returned to work" under the *Return to Work Act 2014*; or
  - (b) Has had a Work Capacity Assessment the result of which is cessation of payments under clause 9.1 of this policy; or
  - (c) Fails to comply with the Mutual Obligations of this policy; or
  - (d) Receives a redemption of entitlements pursuant to the *Return to Work Regulations 2015* or the *Return to Work Act 2014*; or
  - (e) Retires, resigns or is terminated from employment; or
  - (f) Is in receipt of income or other financial benefits in lieu of wages; or
  - (g) Is classified as a seriously injured worker under the *Return to Work Act 2014*.



- 10.3 If a worker applies for and takes a period of annual or long service, the employer may suspend the financial support that would otherwise be payable to the worker during the period while the worker is on leave.

## **11. Provisions Applicable to Medical Expenses**

- 11.1 In the case of 7.2 and 8.2, an eligible worker incurring medical expenses beyond the period provided for within the *Return to Work Act 2014* pursuant to this policy shall in the first instance claim such incurred expenses against the private health insurance policy held by the worker or, in the case of a worker whose private health insurance policy does not cover the particular item or who does not hold a private health insurance policy, from Medicare.
- 11.2 The worker may then claim 'out of pocket' costs against this policy for:
- (a) Attendance, examination or treatment by a health practitioner including the obtaining of a certificate or report; or
  - (b) Any diagnostic examination or test required for the purpose of treatment by a health practitioner; or
  - (c) Any medical services which are included in the scales of charges published by the Minister for Industrial Relations under section 33(12)(a) of the *Return to Work Act 2014*.

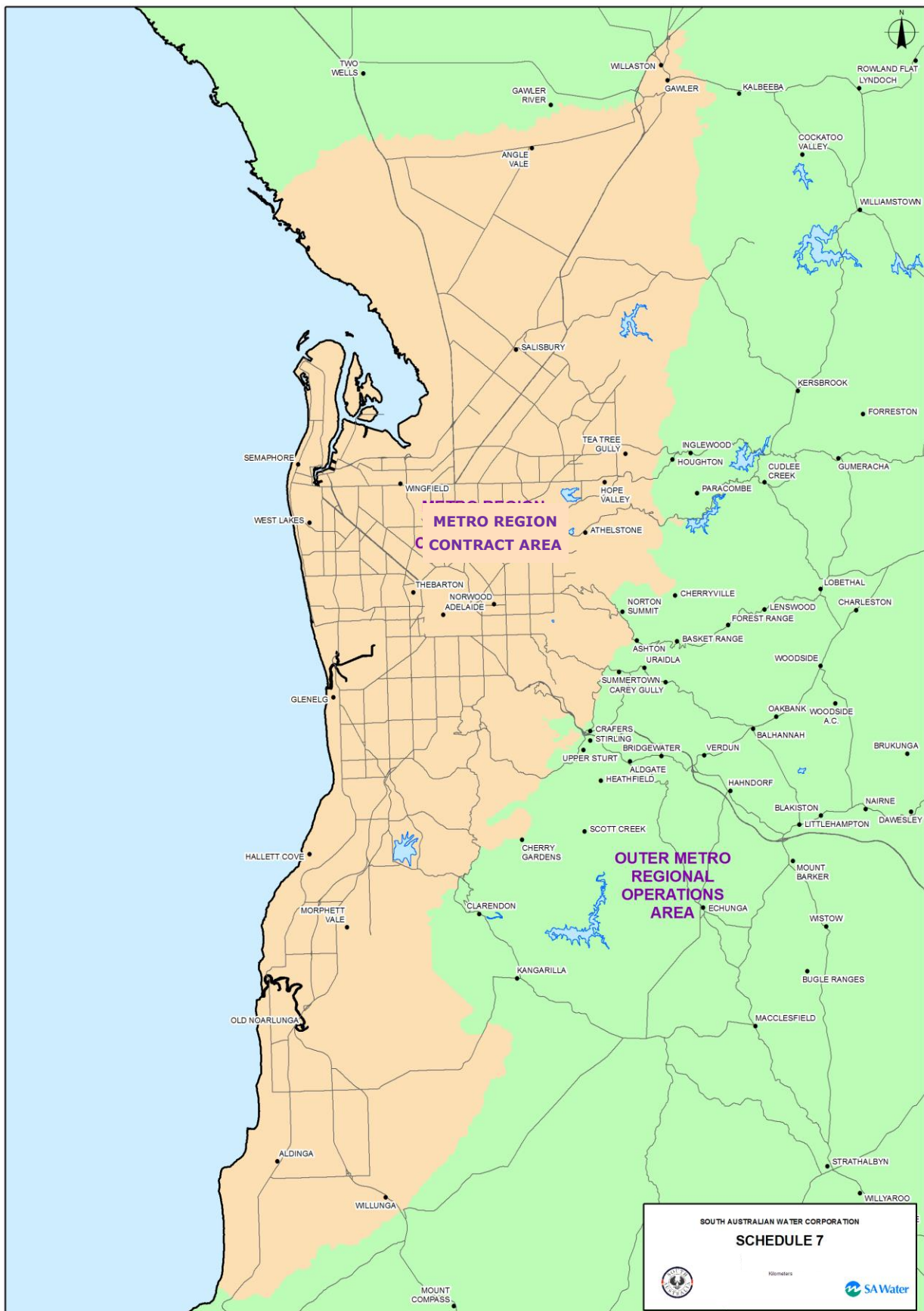
## **12. Disputation Resolution Procedure**

- 12.1 Where a dispute arises in relation to the operation of this Schedule, the Parties may raise a dispute in accordance with clause 3.7 "Grievance and Dispute Resolution".

## SCHEDULE 6

### Metro Region Contract Area

Indicative only



IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/13

Applicant: South Australian Water Corporation

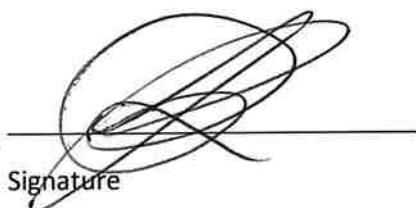
**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Kylie Johnson, General Manager People, Safety, Governance and Integrity have the authority given to me by the South Australian Water Corporation ("SA Water") to give the following undertaking with respect to the *SA Water Corporation Enterprise Agreement 2021-2024* ("the Agreement"):

1. Employees who are employed at Classification Level SAW1.1 and who are entitled to receive the 'standard shift allowances' under clause 5.1.9.2 of the Agreement, will be paid an allowance of 30% for work conducted on "*a Weekday – standard night shift (finishing after 12:00 midnight and at or before 8:00am*", rather than the rate currently prescribed in the Agreement at clause 5.1.9.2 for that work (which is 15%).

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature

9/2/2022  
Date