

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/300

TITLE: **Prospect Water Filtration Plant Agreement 2005**

I.R.C. NO: IRC5/3908

DATE APPROVED/COMMENCEMENT: 17 August 2005/1 January 2005

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**NEW AGREEMENT OR
VARIATION:** Replaces EA02/255.

GAZETTAL REFERENCE: Serial C4097

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all Plant Technicians employed by the Australian Water Services Pty Ltd, located at Level 14, 9 Hunter Street, Sydney NSW 2000.

PARTIES: Australian Water Services Pty Limited -&- the Australian Services Union of N.S.W.

PROSPECT WATER FILTRATION PLANT ENTERPRISE AGREEMENT

1. Title

This Agreement will be known as the Prospect Water Filtration Plant Agreement 2005.

2. Arrangement

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3. Application

This Agreement will be binding upon Australian Water Services Pty Limited (the Company) and the Australian Services Union of New South Wales (the Union).

This Agreement shall apply to Plant Technicians employed by the Company at the Prospect Water Filtration Plant, Prospect, NSW.

4. Date of Operation

This Agreement will operate on and from 01 January 2005 and will remain in force for a period of 3 years from this date.

Discussions for the next agreement will start 3 months before the end of the agreement (01 January 2008).

5. Aims and Objectives of This Agreement

The Water Filtration Plant supplies drinking water to 85% of Sydney's population.

The Company and the Union recognise the importance of the Plant to supply the required quantity of drinking water within the specified quality parameters.

To this end, the parties have committed to the following objectives:

to ensure the terms and conditions of employment meet the specific needs of the Prospect Water Filtration Agreement and the site operation whilst providing employees with an equitable remuneration package and providing access to career and personal development;

to ensure the plant is operated in a safe, efficient and effective manner which will promote economy of operation;

to maximise the flexibility of employees and enable them to work to the level of their skills and ability;

to foster working relationships based on mutual trust and co-operation;

to develop a teamwork approach by Plant Technicians and Management to the performing of tasks and duties; and

to remove any impediments to the use of specialist staff, external consultants and contractors required to work alongside Plant Technicians, to perform a wide range of research, development and maintenance services without jeopardising job security.

The Company and the Union acknowledge that an essential factor in achieving these objectives is the development and maintenance of harmonious and productive working relationships between all employees and management of the Company. This is to ensure that employees are committed to their jobs and contribute to the success of the enterprise. The parties agree that the achievement of such working relationships and commitments require:

that employees be involved in the making of decisions which affect them;

that employees have the opportunity to achieve their full potential within the context of the enterprise;

that employees benefit from the success of their efforts;

the willingness of employees to accept flexibility of jobs and duties across the company, subject only to individual skills or abilities to perform particular tasks; and

the willingness of employees to avoid any action which might disrupt the continuity of supply or reduce the effectiveness of the Company's business.

6. Contract of Employment

One month's notice in writing by either the employee or the Company is required to terminate employment after confirmation of employment.

The terms and conditions of employment will be in accordance with this agreement and the AWS Human Resources Manual as varied from time to time and subject to consultation.

7. Occupational Health, Safety and Welfare

The company will provide a safe workplace and will comply with the *Occupational Health and Safety Act 2000* (NSW)(as amended) and associated regulations

Employees will at all times conduct themselves in a safe and responsible manner in accordance with the *Occupational Health and Safety Act 2000* (NSW).

The company will encourage employees to take a constructive role in promoting improvements in occupational health, safety, environmental management and welfare and to assist the company in maintaining a health and safe working environment.

8. Quality

The parties acknowledge the need to achieve high quality standards. Both management and employees are committed to achieving high quality standards and will continue to work together to seek improvements in quality management and supporting the accreditation of the Plant to ISO 9001.

9. Classification Structure

A Plant Technician will perform those duties necessary to ensure the safe, efficient and effective operation and maintenance of the facility and will work flexibly across the maintenance, process and other operational functions to the level of the Plant Technician's skills and ability.

LEVEL 1

Mechanical, Electrical or Instrument qualifications.
Plant Induction.
First Aid Certificate.
Trained on ISO9001, ISO14001 & AS4801 requirements.
Forklift permit.

LEVEL 2

Completed Level 1.
Fully competent on chemicals area.
Completed Fluoridation course.

LEVEL 3

Completed Level 2.
Fully competent on plant calibration/maintenance needs.

LEVEL 4

Completed Level 3.
Fully competent on process control.

LEVEL 4A

Completed Level 4.
Completed training for ongoing specialised tasks as required by Business needs and carrying out these tasks

A new employee will undergo induction and training according to the Training Procedure as specified in the Quality Procedures Manual. At the end of six months an assessment will occur. The employee will then be confirmed in employment and reclassified to a Plant Technician, or have his/her services terminated.

An employee appointed as a Plant Technician shall assist in the training and/or supervision of other employees.

SKILLS DEVELOPMENT PLAN & REORGANISATION OF TEAM ACTIVITIES

The Company will, during the course of this Agreement and in conjunction with the Plant Technicians, develop a Training & Skills Development Plan which will satisfy both individual and Company needs and aims to maintain and extend skills. The Plan will be incorporated into the Performance and Development Reviews for the Plant Technicians. The Plan will be developed in consultation with Plant Technicians and in conjunction with a review of the current teams' organisation and methods of working. This will be followed by consultation with the Plant Technicians regarding the changes in the allocation of activities within the team following this review. This review is due to commence once the agreement is signed.

10. Hours of Work

Day Work

The hours of work for Day Technicians shall be an average of 37.5 hours per week (excluding accrued hours and time off associated with the RDO). The working hours are inclusive of crib breaks but exclude lunch breaks, Monday to Friday. The nominal hours worked by Day Technicians between 7.00am and 7.00pm.

Rostered Day Off (RDO)

An RDO roster will be initially trialled over a defined 6 month period prior to full implementation. The implementation of the scheme will ensure that safeguards can be maintained to ensure the safety and integrity of the operation at all times as defined in sections 5, 7 and 8 above.

The RDO scheme will apply to Day Technicians only (i.e. Shift and Standby Relief Technicians excluded). The RDO scheme will be based on the accrual of additional worked hours prior to the granting of an RDO.

Shift Work

Shift duration will be 12 hours inclusive of crib breaks and lunch break. The hours of work for Shift Technicians is 42 hours per week. Shifts will be worked between the hours of 7.00am and 7.00pm (or 7pm and 7am).

The shift and day roster detailed below may be varied by mutual agreement between the majority of the employees and the company.

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
A	D	D	-	-	N	N	N	-	-	D	D	-	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-	-
B	-	-	D	D	-	-	-	N	N	-	-	D	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N
C	N	N	-	-	D	D	D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	D	D	-	-	-
D	-	-	N	N	-	-	-	D	D	-	-	N	N	N	-	-	D	D	-	-	-	N	N	-	-	D	D	D
E	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-
F	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-
G	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-
H	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-	D	D	D	D	D	-	-

11. Annualised Salary

11.1 The company aims to establish salaries to recognise the level of skill, knowledge and responsibility.

In this regard, the salary range has been developed to provide a stable income and involves the aggregation of the following as appropriate ;

base rate of pay;

Day Technician Level 4 salary includes 26% loading as an allowance for:

- On call
- 12 hours per month overtime if required for after-hour breakdowns and call outs,
- Additional maintenance tasks assigned in accordance with Clause.9.

A 35% loading is applied to Day Technicians on Level 4A in recognition of higher duties performed.

Shift Technician Salary includes 51% loading for:

weekend penalties;
public holiday penalties; and shift penalties
Additional operating & administrative tasks assigned in accordance with Clause 9.

Standby Relief Technician Salary includes 39% loading for:

8 weeks for shift coverage
22 weeks on-call to cover shift
22 weeks on day shift

11.2 The salaries comprehend all the conditions under which work is to be performed.(Nothing in this Clause is meant to indicate anything other than minimum rate of pay.)

11.3 Salaries will be paid monthly by Electronic Funds Transfer into a nominated bank account.

11.4 Salary Increases will occur annually effective 1st January. Increases will be applied annually at a fixed rate of 4% per annum over the term of this agreement. The annual indexation will be applied to the base rate of pay. The value of 4% has been determined based on the estimated projected values of the ABS Non Farm wages index used in the escalation formula of the WFA.

11.5 Employee Performance Reviews.

The performance reviews will take into consideration individual performance, as measured against yearly objectives and individual development needs as determined by the Company's Human Resources Manual.

12. Payments and Benefits

	Base Rate Pay (2005)	Day Salary Package	Standby Relief Salary Package	Shift Salary Package
LEVEL 1	\$ 45,716			
LEVEL 2	\$ 48,459			
LEVEL 3	\$ 51,367			
LEVEL 4	\$ 54,449	\$ 80,715	\$ 88,431	\$ 95,553
4A	\$ 54,449	\$ 86,057		

The annual salary packages shown above include superannuation at the statutory rate (currently at 9%) and maximum incentive reward (at 10% of base pay of pay).

Incentive Scheme

A Prospect Team incentive scheme has been developed so as to focus on customer and business needs.

The measures, objectives and targets set in this scheme will run for the period of the enterprise agreement. The incentive reward will be a maximum of 10% of Annual Base Rate of Pay for the achievement of all the yearly objectives in any one year.

The maximum reward will include a maximum component of \$1,000 based on company & business unit financial performance.

The team component of the reward will be based on achieving performance targets namely in terms of reduction in operating and maintenance costs. These targets will be agreed upon and in part based on the reassessment of current workloads and tasks and incorporating changes in the allocation of activities amongst Day & Shift Teams.

The appropriate superannuation levy will be paid on the yearly bonus.

13. Sick Leave Entitlements

- 13.1 Employees under this agreement are entitled to be paid sick leave of 5 days in the first year and 8 days thereafter fully accumulative for the first 5 years of service and unlimited leave thereafter without loss of pay. Where they are unable to attend for duty due to genuine personal illness or non-compensable injury provided there is an expectation of return to work. Injury/illnesses, which may extend beyond 12 months, will be reviewed on a case by case basis.
- 13.2 If absence is greater than 2 days a medical certificate must be obtained and attached to the employee's leave application.
- 13.3 The company may require an individual to undergo medical examination during or following an extended illness, conducted by a medical officer of the Company's choice. The cost of which shall be met by the company and time spent at the examination will count as hours worked.
- 13.4 The Company reserves the right to retire staffs that are assessed as unfit for duty and unlikely to be able to resume normal duties.

14. Annual Leave Entitlements

- 14.1 Employees on day work are entitled to four weeks annual leave equivalent to 160 hours for each completed year of service.
- 14.2 Employees on continuous shift work are entitled to six weeks annual leave equivalent to 252 hours on the current roster for each completed year of service. This is in compensation for working of shift hours and public holidays.

The timing and duration of annual leave shall be organised to suit the company and individual requirements and where possible should be taken within the year of it being accrued.

Annual leave loading of 17.5% will not be paid (in addition to the loadings described in Section 11) while on annual leave.

15. Public Holidays

- 15.1 This agreement recognises the following public holidays, New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Christmas Day, Boxing Day, Labour Day or the holidays if any substituted for such day by proclamation.
- 15.2 One additional holiday (know as the "Union Picnic Day") will be granted for those employee's who are a party to this agreement. This day will taken on a day which is mutually agreeable two both parties.

16. Long Service Leave

Long Service Leave entitlements shall accrue in accordance with the *NSW Long Service Leave Act 1955* (version current at time of signing this agreement). These entitlements shall remain locked in for the term of this agreement.

Long service leave will be rostered in accordance with operational requirements and subject to the management approval.

Long service leave may be taken pro-rata after 10 years of service.

17. Redundancy Entitlements

Employee's under this agreement who are made redundant will be entitled to receive the following payments:

1 months notice payment

Employees over the age of 45 will receive an additional 2 months notice payment.

3 weeks severance pay for each continuous year of service to a maximum of 40 weeks.
Long Service Leave on a pro-rata basis after completion of 5 consecutive years of service
Other normal accrued entitlements.

Normally the Company would expect people to remain at work during their notice. However, every effort should be made to release anyone who elects to leave early to gain alternative employment or because of special personal circumstances.

18. Employee Relations Procedure

All personnel involved shall use their best endeavours to resolve problems promptly whilst work continues normally in accordance with the following arrangements:

- (i) Where an individual or group problem arises it is expected the work group should attempt to mutually resolve this;
- (ii) Should the matter not be mutually resolved at this level, it may be raised with the Plant Manager;
- (iii) If the matter still remains unresolved it may be referred to a full time union official together with the appropriate company official;
- (iv) This procedure does not preclude the involvement of the union;
- (v) Either party may require the issues in dispute to be advised in writing;
- (vi) A reasonable amount of time shall be allowed for discussion to take place in an attempt to resolve the dispute;
- (vii) Should the efforts of the parties to achieve a resolution throughout the consultations processes not be successful, the assistance of the Industrial Relations Commission in NSW may be sought. This should be with the objective of seeking a mutually acceptable solution through conciliation.
- (iii) Whilst this procedure is being followed, work shall continue without interruption and no form of ban or limitation of work shall be applied.

19. Consultation and Representation

The parties to this agreement are committed to promoting good employee relations based upon goodwill, consultation, discussion and open communication.

The parties acknowledge that consultation involves discussion in good faith and the accommodation of differing views where operational requirements allow.

Consultation is defined as a process whereby all parties to the discussion genuinely commit to the exchange of relevant information, advice, and taking the views of each other into account.

Where the company has made a decision to introduce changes in organisation, structure or technology that are likely to have significant effects on employees, the company shall consult with employees who may be affected by the proposed changes. This will occur during the development and prior to implementation so that the views of all the affected parties can be taken into account.

The commitment to consultation may involve the sharing of information. The parties agree at all times to maintain the confidentiality of commercially or other sensitive information.

The parties agree to establish the necessary arrangements specific to the issue to facilitate the commitment to consultation contained in the clause. The consultation process will be conducted in a cooperative and timely manner. Should any matter not be resolved the dispute settlement procedures outlined in clause 18 of this agreement will apply.

20. Delegates Rights/Responsibilities

AWS recognises the right of employees to choose to be represented by duly elected Union Delegates.

To fulfil this representative role union delegates will be allowed:

Reasonable access to facilities including phones fax and email

Leave to undertake appropriate training of no more than a total of 4 days a year for the team.

Leave for training will be approved subject to operational requirements and that the training is appropriate to the aims and objectives of this agreement.

21. Salary Sacrifice

Employees are entitled to salary sacrifice up to 50% of their gross salary as superannuation contributions subject to the limits set by the Australian Taxation Office from time to time that limit the amount of such contributions that AWS can claim as income tax deductions (i.e. on the principle of no additional cost to company).

22. Parental Leave

Employees are entitled in terms of the *NSW Industrial Relations Act* of 1996 to a maximum of 52 weeks of unpaid leave to the primary caregiver after 12 months of continuous service

In addition to this employees are entitled under company policy to:

- (i) Maternity leave consisting of 6 weeks paid leave.
- (ii) One week paid paternity leave upon the birth of their child, adoption of a child, or birth or adoption of their spouse's child.

Signed: _____ Title: _____ Date: _____
on behalf of Australian Water Services Pty Ltd.

Signed: _____ Title: _____ Date: _____
On behalf of Australian Services Union of New South Wales.