

REGISTER OF
ENTERPRISE AGREEMENTS

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT NO: EA97/144

TITLE: TransWater Enterprise Agreement 1997

I.R.C. NO: 97/3231

DATE APPROVED/COMMENCEMENT: 25 July 1997

TERM: Expires 30 September 1998

NEW AGREEMENT OR
VARIATION: New Replacing EA415/95

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF
EMPLOYEES: To apply to all employees of Transwater, including those seconded except
for Senior Managers

PARTIES: Sydney Water Corporation Limited -&- Australian Services Union of N.S.W.

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TransWater

Sydney Water Corporation Ltd

Enterprise Agreement

1997

TRANSWATER AGREEMENT 1997

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1 Title

This Agreement will be known as the TransWater Enterprise Agreement (1997).

2 Arrangement

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3 Definitions

"Annualised performance" means taking the year to date performance as at the current reporting period and projecting that rate of performance to the end of the monitoring period.

"Award" means Sydney Water Award, 1994.

" Reporting Period " means a period of 28 days where expenditure and income is recorded and reported in Sydney Water's financial system. Each financial year is comprised of 13 Reporting Periods.

"Parties" means TransWater and the Australian Services Union, New South Wales Branch.

"TransWater" means the TransWater Subsidiary of Sydney Water.

"Business Unit" means a Production or Capability Unit of TransWater at the time of signing the agreement.

4 Operation / application / parties bound

- 4.1 This Agreement is made between TransWater and the Australian Services Union of New South Wales.
- 4.2 This Agreement covers all employees of TransWater, including those seconded for specified terms, except for Senior Managers (contract employees).
- 4.3 This Agreement will take effect from the date of approval by the Industrial Relations Commission of New South Wales and remain in place until 30 September 1998.

5 Statement of intent

- 5.1 This Agreement represents the negotiated and agreed intentions of the parties to:
- 5.1.1 develop processes to enhance the commitment of management and employees to the delivery of high quality services to customers;
- 5.1.2 institute compacts between management and employees which address issues relevant to individual workplaces, aimed at improving the efficiency and effectiveness of those workplaces;
- 5.1.3 establish a framework for achieving ongoing productivity improvements in TransWater;
- 5.1.4 provide a method for employees to assess how their contribution impacts on the performance of TransWater; and
- 5.1.5 provide a mechanism whereby employees are rewarded for their contribution to improved performance of TransWater.
- 5.2 Improvements in productivity will be achieved by increasing the effectiveness and efficiency of TransWater's operations and not at the expense of reduced quality of services provided.

6 Relationship with existing awards/agreements

- 6.1 This Agreement will be read and interpreted in conjunction with the Award.
- 6.2 In the event of any inconsistency between the Award and this Agreement, the Agreement will prevail to the extent of the inconsistency, provided that the Award Clause 5.5 Performance Payments, will not apply.
- 6.3 This Agreement rescinds and replaces the Bulk Water and Waste Water Subsidiary Enterprise Agreement 1995.

7 Commitment to customers

The parties agree on the importance of all TransWater employees delivering high quality services to customers. TransWater employees will strive to:

- anticipate, identify, respond to and satisfy the needs of our customers;
- reinforce the importance of external customers throughout TransWater operations;
- develop and improve the processes for dealing with customers; and
- improve customer satisfaction and loyalty.



8 Compact between business unit management and employees

- 8.1 There will be a compact between the management and employees collectively of each business unit.
- 8.2 A compact will identify the issue/s which a business unit needs to address to improve the effectiveness and efficiency of its operation, but will not alter the provisions of the Award or the Enterprise Agreement.
- 8.3 The issue/s identified in a compact will be within the framework of and consistent with Clause 7 of this Agreement and/or the performance indicators set out in Schedule 2 to this Agreement.
- 8.4 The compact will set out ways in which the management and employees agree that the identified issue/s will be addressed.
- 8.5 The parties recognise that Union representatives employed within the business unit will be involved in establishing their business unit's compact and that all employees can raise issues arising from the compact with their local management or their Union.

9 Productivity Pay Model

- 9.1 There will be four performance indicators as set out in Schedule 2 to this Agreement.
- 9.2 There will be a base line performance measure for each performance indicator as set out in Schedule 3 to this Agreement.
- 9.3 A weight will be assigned to each performance indicator as set out in Schedule 2 to this Agreement.
- 9.4 At the end of each Reporting Period projected annual performance will be monitored and expressed in terms of points using the following process:
 - 9.4.1 The year to date Reporting Period performance for each performance indicator is annualised.
 - 9.4.2 A score for each performance indicator is calculated using the rating card in Schedule 3 to this Agreement.
 - 9.4.3 The score for each indicator is multiplied by the weight for that indicator.
 - 9.4.4 The calculations for each indicator made at 9.4.3 are added together to determine projected annual performance at the current Reporting Period.
- 9.5 The variable pay increases available under sub clauses 15.1.2 and 15.1.3 of this Agreement, will be calculated by the TransWater Productivity Pay Model.

10 Alternative Shift arrangements

- 10.1 There will be a continuation of the trial of twelve hour shifts for Production officers at Malabar, North Head and Bondi Sewage Treatment Plants as set out in Schedule 4 to this Agreement.



- 10.2 Where an eight hour rotating shift roster is worked by employees whose ordinary hours are 35 hours per week, the ordinary hours will be averaged over the roster period. Overtime will be payable unless the ordinary rostered shift exceeds eight hours.
- 10.3 The provisions for 12 hour shifts includes arrangements for a roll-up of shift loadings as detailed in Schedule 4 of this Agreement.

11 Competency Development

During the term of this Agreement the parties will develop a framework for competencies and progression, including assessment and training.

12 Equity and Diversity

TransWater will introduce a "Diversity Makes the Difference" Program with general initiatives aimed at all employees in the Subsidiary and specific initiatives for members of identified groups , including women. Part of the Program will involve establishing a project team including Union representatives, examining equity, discrimination and special needs of identified groups.

13 Teamwork

TransWater will consider opportunities for the extension of the use of teams and for giving teams more accountability for performance, and authority and responsibility in decision making.

14 Job Security

If there is a need to reduce staff as a result of the continuing change and development of the organisation, TransWater is committed to redeployment, retraining and voluntary redundancy where possible.

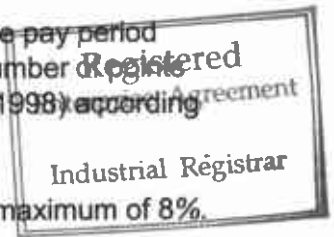
15 Pay Increases

15.1 Increases to the rates of pay set out in Schedule 1 to this Agreement will be available as follows:

15.1.1 A first increase of 2.75% will be available from the first full pay period on or after 29 April, 1997.

15.1.2 A second increase made up of two components will be effective from the pay period ending on 20 December 1997. The first component will be a pay increase of 0.75%. The second component will be a pay increase of between 0% and 1.5% based on the number of points achieved at the close of Reporting Period 5 of 1997/8, projected to 30 June 1998 and measured according to the Productivity Pay Model set out in Clause 9 above. If the full increase available under this sub-clause is not achieved, it remains available to be paid under the terms of the third increase (Sub-clause 15.1.3).

15.1.3 A third increase of between 0% and 4.5% will be effective from the pay period ending on 15 August 1998. This increase will be based on the number of jobs achieved at the close of Reporting Period 13 of 1997/8 (30 June 1998) according to the Productivity Pay Model set out in Clause 9.



15.1.4 The total pay increases available under this Agreement will be a maximum of 8%.

15.1.5 During the term of this Agreement there will be no further pay increases for employees covered by this Agreement other than the increases provided for by this Agreement.

16 Implementation Committee

16.1 There will be an Implementation Committee chaired by the Group General Manager and including two representatives of TransWater, the Assistant Secretary, Water representing the Australian Services Union of NSW and the Industrial Officer representing the Association of Professional Engineers, Scientists and Managers Australia.

16.2 The Implementation Committee will meet quarterly to monitor the implementation of this Agreement.

16.3 The Implementation Committee will review performance under the Productivity Pay Model; determine whether any extraordinary items should be excluded from calculations; and identify any pay increases to be made in accordance with the Productivity Pay Model.

16.4 The Implementation Committee will convene communication forums for employees to allow them to bring forward their ideas, suggestions and concerns relating to this Agreement. There will be at least three such forums during the life of the Agreement.

17 No extra claims

During the term of this Agreement the parties agree not to pursue any further claims in relation to matters covered by this Agreement.

18 Annualising pay

During the term of this Agreement the parties will discuss annualising pay.

Signed for and on behalf of
**TransWater, Sydney Water
Corporation Ltd**

by

in the presence of

dated


.....
Dan Stephens
.....
10th June 1997
.....

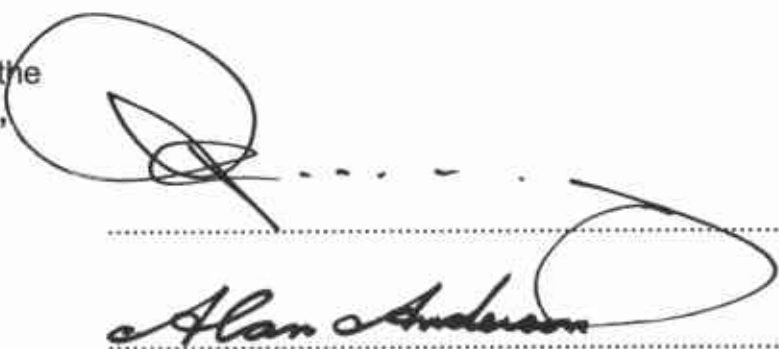


Signed for and on behalf of the
**Australian Services Union,
New South Wales Branch**

by

in the presence of

dated


.....
Alan Anderson
.....
11 June 1997
.....

SCHEDULE 1 - RATES OF PAY AT 30 SEPTEMBER 1996



Pay Point	Hourly Rate \$
1	9.15490
2	9.59071
3	10.02711
4	10.51571
5	11.00372
6	11.63426
7	12.26481
8	12.52055
9	12.77570
10	13.31122
11	13.68134
12	14.05145
13	14.35411
14	14.65736
15	14.91192
16	15.16649
17	15.43161
18	15.69614
19	15.97124
20	16.24691
21	16.42522
22	16.60354
23	16.78772
24	16.97189
25	17.15959
26	17.34729
27	17.54026
28	17.73324
29	17.90041

Pay Point	Hourly Rate \$
30	18.06757
31	18.23943
32	18.41070
33	18.58432
34	18.75794
35	18.93567
36	19.11398
37	19.29522
38	19.47706
39	19.66241
40	19.84717
41	20.03663
42	20.22550
43	20.41847
44	20.61028
45	20.80677
46	21.00268
47	21.40447
48	21.81270
49	22.22974
50	22.65441
51	23.08788
52	23.53072
53	23.98236
54	24.44281
55	24.91205
56	25.38951
57	25.87869
58	26.37726
59	26.88463
60	27.40431
61	27.93280

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Pay Point	Hourly Rate \$
62	28.47125
63	29.02202
64	29.58276
65	30.15466
66	30.74003
67	31.33480
68	31.94188
69	32.56187
70	33.19300
71	33.83821
72	34.49456
73	35.16557
74	35.84949
75	36.54690
76	37.25898

SCHEDULE 2 - PERFORMANCE PAY INDICATORS AND WEIGHTINGS

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Key Result	Indicator	Definition	Weighting (%)
Shareholders and Business Development	Operating Cost/Property	Actual Operating Cost (excluding depreciation and finance) less the sum of Energy, Overtime, Workers Compensation and BOO Payments divided by the number of properties (water) in the rating database.	70
Shareholders and Business Development	Overtime Cost	The expenditure on overtime by the TransWater Subsidiary Business	10
Regulator	Energy Costs/ Megalitre	Energy costs* (ie Electricity, Fuel - Operating Equipment, Gas, and Other Energy) divided by megalitres Supplied and megalitres treated but excluding effluent reuse.	10
People	Injury Duration Rate	Number of working days lost divided by the number of occurrences in the period	10

*Energy costs includes only the following accounts - 1280, 1282, 1284, and 1286.

SCHEDULE 3 - RATING CARD

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Production	Working Environment	Work Practices	Environmental Responsibility	Score
Operating Cost per Property	Injury Duration Ratio	Overtime Cost (\$,000)	Energy Costs per ML	
\$110.44	7.36	\$2,839	\$13.87	12
\$110.90	7.58	\$2,851	\$13.93	11
\$111.36	7.80	\$2,863	\$13.99	10
\$111.83	8.02	\$2,875	\$14.04	9
\$112.29	8.24	\$2,887	\$14.10	8
\$112.76	8.46	\$2,899	\$14.16	7
\$113.22	8.68	\$2,910	\$14.22	6
\$113.68	8.90	\$2,922	\$14.28	5
\$114.15	9.12	\$2,934	\$14.33	4
\$114.61	9.34	\$2,946	\$14.39	3
\$115.08	9.56	\$2,958	\$14.45	2
\$115.54	9.78	\$2,970	\$14.51	1
\$116.00	10.00	\$2,982	\$14.57	0 (Baseline)

SCHEDULE 4 - PROVISIONS FOR TRIALING 12 HOUR SHIFTS

General Principles

The implementation of a trial is without prejudice to the parties in relation to negotiations for any final implementations of alternative shift arrangements.

The trial of 12/12 shifts will initially be introduced based upon four (4) shift teams of seven employees allocated to each shift team.

Staffing levels on night shift are to be flexible. This means that there is no rigid minimum number of employees on any night shift.

Staffing levels will be determined based upon work demands as determined by the team. This may mean that should a rostered employee not attend for work on their shift (either planned or unplanned) then that employee shall only be replaced where immediate work requirements require replacement staff. Where replacement staff are called they will only work to meet requirements and not necessarily for the entire shift.

It is understood by the parties that the numbers of employees working shift will be reviewed and that the business is working toward a reduction in shift work and staffing levels working at night.

The trial may be extended or 12 hour shift implemented subject to the agreement of the parties.

A trial at each STP shall only be initiated where 65% or more of existing shift employees at each individual plant are in favour of the trial.

Where 12/12 shifts are introduced on a trial and employees do not wish to participate in the trial, where practicable those employees will be given the option of working day work at an STP within the Corporation.

No Shift Penalty maintenance will be payable should any employee choose to be removed from shift due to the introduction of 12/12 shifts.

During the trial the shift hours shall be 7am to 7pm Day Shift and 7pm to 7am Night Shift.

Workers Compensation payments for employees working under the 12/12 shift trial shall be based upon the ordinary rate for working 35 hours per week with no loadings.

Alternate shift working patterns may be trialed in TransWater work areas subject to the business requirements of the relevant area. Such arrangements will be developed in consultation and agreement with both employee's and Unions. The implementation of any trial will be without prejudice to the parties position in relation to negotiations for any final implementations of alternative shift arrangements.

During the trial period any issues not addressed in these principles will be further considered with regard to the principle of cost neutrality and in the case of conditions of employment appropriate conversion from days to equivalent hours.

Principles on Conditions of Employment

Ordinary Hours

The ordinary working hours shall not exceed an average of thirty-five per week to be worked according to a shift roster mutually agreed between the Corporation and the employees and each shift shall consist of not more than 12 ordinary hours to be worked on any days of the week, Sunday to Saturday inclusive.

For the purposes of any trial, leave provisions including accumulations will be based upon an hourly conversion of existing entitlements for 35 hour per week employees (except Maternity Leave).

i.e. *existing entitlements in days x 7 hours per day*

= *entitlement in hours per leave year*

e.g. *Recreation Leave* = *140 hours per leave year*

Sick Leave = *140 hours per leave year*

Long Service Leave = *As per schedule:*

	Leave on full pay	Leave on half pay
After 10 years	308 hours	616 hours
For each additional 10 yrs	763 hours	1526 hours

Note: For 12/12 shift workers substitute 76.3 hours for 10.9 days.

Special Leave = *Entitlement in days x 7 hours per day*

 = *Total available hours*

Maternity Leave shall be in accordance with the award.

Recreation Leave Loading for two shift continuous 12 hour shift shall be 42.75% based upon 140 hours at ordinary rates.

- Employees must be working a 12 hour shift roster immediately prior to commencing leave to be entitled for the above loading.
- Leave Loading will be payable on the first occasion during a leave year where the employee is absent for two (2) consecutive weeks and where the majority of paid leave taken is Recreation Leave.

Additional leave for the number of ordinary shifts worked on Sundays and/or public holidays during a leave year shall be calculated as follows:

No. of ordinary shifts worked on Sundays and/or public holidays during a 12 month period	No. of additional hours leave
4 - 10	7 hours
11 - 17	14 hours
18 - 24	21 hours
25 - 31	28 hours
32 or more	35 hours



A shift loading of 42.75% on the base IPS rate will be paid for normal hours worked on shift Monday to Friday, weekends and public holidays to employees rostered as shift workers at the three major ocean plants North Head, Bondi and Malabar. This loading will be in lieu of all penalty loadings attached to shift work for any afternoon day, night, weekend or holiday provided for in the 'Award' or previous enterprise agreement. All other paid hours on shift whether overtime or other paid hours on shift will be paid at the employees normal IPS rate exclusive of the 42.75% loading.

The impact of the rolling up of allowances will be monitored with regard to operation efficiency and will be reviewed upon the expiration of this enterprise agreement having regard to the following:-

- affects on established shift patterns.
- new employees entering shift work.
- availability of employees on night shift weekends & public holidays.
- communication between shift teams.
- affects on overtime.
- availability of employees for training, attending meetings and special projects.

Time worked in excess of the ordinary shift hours will be paid at overtime rate except time worked.

- a) by arrangement between the employees themselves with the consent of the Corporation; or
- b) consequent upon the periodical change from day to night shift; or
- c) owing to the replacement employee reporting for duty later than the appointed time.

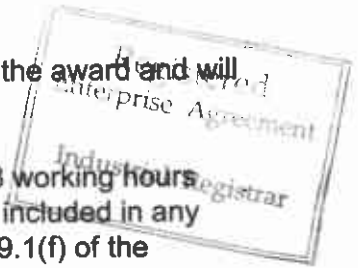
Employees working a 12 hour shift roster (where two shifts are worked per day) who work on holidays according to their turns on the roster without receiving overtime pay therefore, will receive in addition to any other leave, roster leave on full pay as follows:

- a) for each continuous period of twelve (12) months, 70 hours leave; and
- b) for any period of such work less than twelve (12) months; seven (7) hours leave for each holiday occurring in the period.

Taking of Recreation Leave shall be in accordance with the award however the reference to 70 days for maximum accrual and deferral purposes shall be read as 490 hours. The minimum amount of leave allowed per leave taking will be 4 hours.

Recreation leave loading will be paid in accordance with clause 20 (2)(b) of the award and will be based on the employees normal IPS rate plus 42.75%.

For the purpose of calculating Recreation Leave, any period in excess of 48 working hours during which an employee is on leave without pay will not be deemed to be included in any year of an employee's service except for employees referred to in Clause 19.1(f) of the award.



Sick Leave: Medical certificates must be provided for any absence due to illness of two consecutive rostered shifts or more when required.

Employees who are sick on their scheduled day off are not entitled to the payment of sick leave nor alternative time off work.

During the trialing of 12/12 shifts the production teams will make themselves available to cover unplanned absences by a rostered standby system.

There will be no payments made in relation to the operation of the standby roster.

Each shift crew will be responsible for maintaining adequate coverage of the plant on the standby roster.

Crib Breaks: 12 hour shift workers will be entitled to two (2) paid crib breaks to the extent of 30 minutes to be taken at intervals not exceeding five (5) hours.

Monitoring

Unplanned absences will be monitored throughout any trial of 12/12 shifts.

The Occupational Health and Safety record of each individual plant will be monitored during the trial.

This will include:

- ⇒ incidence of Workers Compensation injuries
- ⇒ nature of Workers Compensation injuries
- ⇒ accident rates
- ⇒ reports of Occupational Health and Safety incidents, including near misses

The overtime costs of each plant will be monitored during the trial. This will include incidents of call outs, payments incurred due to employees not having required 10 hour break prior to commencing next shift.

The staffing levels over night shift will be monitored against work requirements.

Costs in setting up the monitoring of trial will not be calculated for the purpose of determining cost of a 12/12 shift pattern.

Other monitoring to be carried out may be identified either prior or during the trial, and may include social and family aspects.

Administrative Principles

- 1) For the purposes of a trial of 12/12 shifts, employees will be paid their ordinary hours plus 42.75% loading on a 35 hours per week, seven hours per day, exception basis.
- 2) During the trial leave deductions will be made based upon a seven hour day or part thereof.

Throughout the duration of the trial manual adjustments will be made to leave balances and takings to reflect the 12 hour actual time off duty per rostered shift.

In this regard, leave balances shown on pay dockets may be incorrect and employees will need to confirm their actual balance prior to the taking of leave.

- 3) Where periodical adjustments as referred to above result in an overpayment being made due to insufficient leave being available to cover time off work, the following shall apply:
 - (a) The employee can elect to take another form of leave where other leave is available
 - OR
 - (b) The period not covered by available leave will be regarded as leave without pay and the appropriate deductions will be made in the following pay period.
- 4) Records must be kept at each plant by the shift teams in relation to each individual's leave takings in hours during the operation of a trial. This must include the nature of the leave.
- 5) The administration of the payroll and leave records will be reviewed during the trial and it is recognised that where necessary procedures may be modified.