

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/245**

**TITLE: Australian Water Technologies Pty Ltd Agreement 2000**

**I.R.C. NO:** 00/3569

**DATE APPROVED/COMMENCEMENT:** 26 July 2000

**TERM:** 35 months

**NEW AGREEMENT OR  
VARIATION:** New Replaces EA 98/78

**GAZETTAL REFERENCE:**

**DATE TERMINATED:** -

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees engaged pursuant to the Sydney Water Award 1994, except for Senior Managers

**PARTIES:** Australian Services Union of N.S.W. -&- Australian Water Technologies Pty Ltd, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch

# AUSTRALIAN WATER TECHNOLOGIES PTY LTD AGREEMENT 2000

## 1. Title

This Agreement will be known as the Australian Water Technologies Pty Ltd Agreement 2000.

## 2. Arrangement

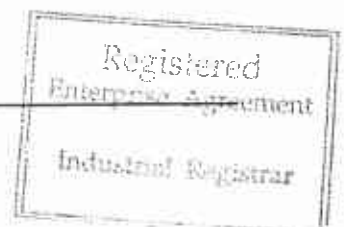
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### A - Rates of Pay

## 3. Intent

- 3.1 The parties acknowledge that AWT like every company is measured on its performance. Performance includes meeting the needs of customers, ensuring employees are productive and working in a safe environment. It is also essential to return a profit to shareholders. These make up the basic fundamentals of good business. The focus for AWT is on being a good business. Now more than ever, AWT needs to do business right.



- 3.2** The parties are committed to ensuring AWT becomes a profitable Australian water company by:
- Being Sydney Water's supplier of choice; and
  - Successfully delivering AWT's products & services in selected national and international markets.
- 3.3** AWT will achieve success through the delivery of quality products and services to a standard that meets the needs and expectations of our customers and shareholders.
- 3.4** It is recognised that AWT is faced with many challenges. To ensure a successful future, AWT must be prepared and organised to face these challenges. AWT cannot afford to stand still while things around it are changing. AWT must be flexible enough to cope with the changes. The drivers for change include the need to:
- maintain and improve the Company's position in a competitive environment
  - focus on customers and to be responsive to the interests of stakeholders
  - minimise the operating costs of the business
  - grow the business
- 3.5** To enable AWT to meet the challenges ahead there will be the need to:
- review and improve work processes
  - implement new technology
  - maximise financial performance through the reduction of non productive and non billable time
  - identify and implement opportunities to maximise employee utilisation
  - remove barriers to efficient and cost effective work organisation.
- 3.6** This agreement builds on commitments made in the two earlier Enterprise Agreements and will assist AWT to achieve its vision.

#### **4. Scope of Agreement and Parties Bound**

- 4.1** The Agreement will be binding on all employees of AWT whose conditions of employment are regulated by the Sydney Water Award, 1994, including those seconded for specific terms, except for Senior Managers (contract employees).
- 4.2** This Agreement is made between AWT and the Australian Services Union of NSW, Electrical Trades Union of Australia, New South Wales Branch, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch herein referred to as "the parties".

**5. Period of Operation**

This Agreement will operate from the date of registration and remain in place until 30 June 2003.

**6. Relationship with Other Awards/Agreements**

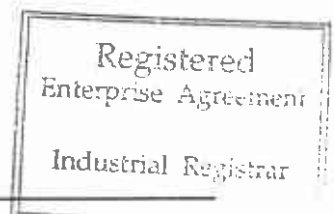
- 6.1 In relation to employees covered by this Agreement, the Australian Water Technologies Pty Ltd Award, 1995 shall not apply whilst this Agreement remains in force.
- 6.2 In relation to employees covered by this Agreement, Sydney Water Award, 1994, Clause 57 Consultative Procedures is set aside by the provisions of this Agreement.
- 6.3 This Agreement will be read and interpreted in conjunction with the Sydney Water Award, 1994. This Agreement will prevail to the extent of any inconsistency between the Award and the Agreement.

**7. Pay**

- 7.1 Increases in pay will be paid as set out in this clause.
- (a) 2% payable from the first full pay period on or after 4 June 2000
  - (b) 4% payable from the first full pay period on or after 2 July 2000
  - (c) 2% payable from the first full pay period on or after 1 January 2001.
  - (d) 2% payable from the first full pay period on or after 3 December 2001
  - (e) 2% payable from the first pay period on or after 1 July 2002
  - (f) 2% payable from the first pay period on or after 1 December 2002

**8. Flexible Work Arrangements**

- 8.1 Subject to this clause, employees at their instigation may seek to enter into flexible work arrangements with their manager. Employees must not be put under any duress to enter into flexible work arrangements. It is at the sole discretion of the manager to determine whether or not a flexible work arrangement meets business requirements.



- 8.2** The details of the Flexible Work Arrangement must be in writing and signed by the employee and their manager. The terms of the flexible Work Arrangement may be varied by mutual agreement or terminated by the employee or their manager. Where an arrangement is initiated or terminated the employee and their manager must determine how the transition from any existing arrangements is to occur.
- 8.3** Employees' ordinary working hours under a Flexible Work Arrangement are not restricted by the Ordinary Working Hours provision of the Award. However when agreeing upon the daily hours to be worked under a flexible work arrangement the employee and their manager must give particular attention to OHS&R considerations. Accordingly only in special circumstances will an employee be permitted to work in excess of 10 ordinary hours per day under a flexible work arrangement and the maximum ordinary hours to be worked under a flexible work arrangement is 12 per day.
- 8.4** Work in accordance with an agreed Flexible Work Arrangement will not attract overtime or other penalty payments or loadings.
- 8.5** In the case of employees who work 35 hours per week the average hours to be worked under a Flexible Working Arrangement will not exceed an average 35 hours per week in a 8 week period and are to be worked Monday to Friday. Hours may be averaged over a period that is less than 8 weeks.
- 8.6** In the case of employees who work 38 hours per week the average hours to be worked under a Flexible Working Arrangement will not exceed an average of 38 hours per week in a 8 week period and are to be worked Monday to Friday. Hours may be averaged over a period that is less than 8 weeks.
- 8.7** In the case of full time employees, hours worked in excess of the employees agreed Flexible Work Arrangement will be paid in accordance with Clause 11 of the Sydney Water Award, 1994.
- 8.8** Where an employee's Flexible Work Arrangement provides for daily hours other than those which are prescribed under the award, any leave taken on such days will be debited on an hourly equivalent basis to reflect actual time taken off work.
- 8.9** Employees working under a Flexible Work Arrangement do not have access to other existing provisions relating to rostered time off work.
- 8.10** No employee's weekly hours of work will change simply as a result of the introduction of a Flexible Work Arrangement except those who initiate or cease working part time work at the time of entering such arrangements.

## **9. Workplace Safety**

- 9.1** The parties to this agreement are strongly committed to ensuring a safe workplace. It is recognised that all people in the workplace have a role to play and share responsibilities in ensuring their own safety and the safety of others. Our shared goal is to achieve zero injuries and or illness in the workplace.
- 9.2** AWT's responsibility is to ensure safe systems of work and safe work practices are developed and continuously improved and that effective safety training is provided. Employees will co-operate with the employer by following safe systems of work and supporting OHS&R initiatives.
- 9.3** The identification, elimination and control of workplace hazards is a shared responsibility of the Company, all asset owners, contractors and employees.

## **10 Workplace Rehabilitation**

- 10.1** The parties are committed to encourage an early return of injured workers to the workplace. AWT will provide, wherever practicable, the means for injured employees to remain or return to the workplace where this aids their rehabilitation.
- 10.2** The work provided will:
- add value to AWT
  - be subject to regular review
  - be arranged following consultation between AWT's rehabilitation co-ordinator, a rehabilitation provider and the employee's and AWT's medical practitioners.

## **11. Employees and Workplace Change**

The parties recognise that change in the workplace will be ongoing to ensure that AWT meets its business, customer and employee needs. Where change in the workplace or a significant work practice, condition or arrangement is identified which hinders AWT's ability to deliver quality, price, reliability and service to its customers, it may be reviewed and addressed according to the consultative process set out in Clause 11.1 of this Agreement.

- 11.1** Changes in the workplace may take the form of reorganisation, job design/redesign and the introduction of new technology. Where change is to occur, the following procedures will be applied:

- a) In developing significant reorganisation proposals, management is required to discuss with employees affected and advise their union, the broad principles involved in the proposals.
- b) When formalised, the proposal will be considered and evaluated by the relevant General Manager. Local management of the area concerned will be consulted and advised of any amendments to the original proposals.
- c) The proposals will then be forwarded to the union(s) affected and a presentation will be made to representatives of the union(s) involved. Should positions be identified as redundant as a consequence of the implementation of any proposal, the Company will provide to the union(s) clear statements as to why the positions are no longer required.
- d) Management of the business concerned will be available to confer with the union(s) within the framework and principle of the proposals. However, local management has no authority to bind or commit the Company to any amendments to the proposals unless specifically delegated to do so.
- e) During a period of up to four (4) weeks from the union(s) receiving the Company's proposals, the union(s) will have an opportunity of making written submissions or seek to negotiate with nominated Company representatives in relation to any alterations or objections they may wish to raise in relation to the proposals.
- f) At the end of the four week period, the relevant General Manager or their representative will again consider the proposals and determine the Company's position.

**11.2** This clause is intended to provide the means by which different conditions of employment may be provided as a result of an arrangement which is mutually agreed by the employees at the business unit level, AWT and the relevant union(s). Where proposed changes at a business unit level would result in a change to existing industrial instrument/award entitlements, concerning:

- breaks
- allowances
- call-out
- stand-by
- penalty rates

the process at Clause 11.1 will be followed and in addition, it will be necessary for the following requirements to be complied with:

- a) employees are not disadvantaged when the arrangement(s) are compared against existing industrial instrument/award conditions when viewed as a whole, and
- b) the majority of employees affected by the arrangement(s), after taking all views into consideration, need to agree.

## **12. Performance Management**

- 12.1 AWT will continue to implement individual and/or team performance management agreements and conduct performance development reviews which may be linked to business outcomes and corporate values.
- 12.2 Measurement indicators may include team contribution and adherence to and support of safety procedures.
- 12.3 During the first six (6) months of this agreement the parties will meet and discuss the potential for AWT's performance management system to deliver financial rewards for employees.

## **13. Transfer of Businesses/Employees from Sydney Water to AWT**

- 13.1 Where employees' are transferred from Sydney Water to AWT on a permanent basis at the instigation of Sydney Water and AWT, AWT agrees to apply the following:
  - a) Employees will conform to the conditions of employment and IPS pay arrangements of AWT.
  - b) Where AWT's IPS rates of pay are higher at the time of transfer, AWT's IPS rates will be applied.
  - c) Where AWT's IPS rates of pay are lower than the appropriate Sydney Water IPS rates at the time of transfer, employees will retain the higher rate until such time as movement in the AWT IPS pay rates absorbs the difference.
- 13.2 Where employees from Sydney Water apply and accept a position with AWT, they will be subject to the conditions of employment and pay rates applicable to the position they accept.

## **14. Promotional Reviews**

During the first six (6) months of this agreement the parties will meet and discuss the issue of how employee grievances arising from promotional decisions are reviewed. This will include discussions on appropriate policy.



**15. Job Security**

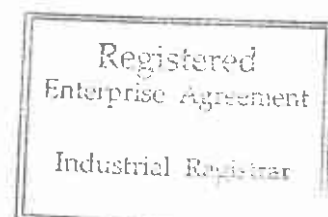
- 15.1** Job security will result from AWT being a successful company. To be successful AWT will need to meet and exceed customer expectations, be innovative in our delivery of products and services and be competitive in the quality and pricing of the products and services we offer.
- 15.2** If there is a need to reduce staff as a result of continuing change and the further development of AWT as a successful business, AWT is committed to redeployment, retraining and voluntary redundancy where possible.

**16. Commitment To Further Negotiations**

The parties commit to commence negotiations for a further agreement from 1 March 2003.

**17. No Extra Claims**

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



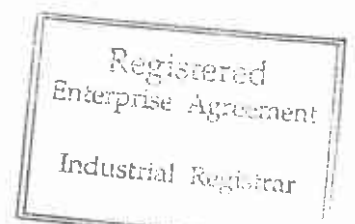
Schedule A

1. The rate of pay for a job will be based on its evaluated pay point.
2. Equivalent rates of pay will be determined as follows:
  - 2.1 Daily = hourly rate x ordinary daily working hours.
  - 2.2 Weekly = hourly rate x ordinary weekly working hours
  - 2.3 Fortnightly = weekly pay rate x 2
  - 2.4 Annual = weekly pay rate x 52.2.

Classification Description	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
	Rate @	Rate @	Rate @	Rate @	Rate @	Rate @
	04/06/2000	02/07/2000	01/01/2001	03/12/2001	01/07/2002	01/12/2002
	2% increase	4% increase	2% increase	2% increase	2% increase	2% increase
AWT IPS 1	10.20177	10.60985	10.82204	11.03848	11.25925	11.48444
AWT IPS 2	10.68742	11.11491	11.33721	11.56396	11.79524	12.03114
AWT IPS 3	11.17371	11.62066	11.85307	12.09014	12.33194	12.57858
AWT IPS 4	11.71819	12.18692	12.43065	12.67927	12.93285	13.19151
AWT IPS 5	12.26200	12.75248	13.00753	13.26768	13.53304	13.80370
AWT IPS 6	12.96464	13.48322	13.75289	14.02795	14.30851	14.59468
AWT IPS 7	13.66729	14.21398	14.49826	14.78822	15.08399	15.38567
AWT IPS 8	13.95227	14.51036	14.80057	15.09658	15.39852	15.70649
AWT IPS 9	14.23660	14.80606	15.10218	15.40423	15.71231	16.02656
AWT IPS 10	14.83335	15.42668	15.73522	16.04992	16.37092	16.69834
AWT IPS 11	15.24580	15.85563	16.17274	16.49620	16.82612	17.16264
AWT IPS 12	15.65822	16.28455	16.61024	16.94245	17.28130	17.62692
AWT IPS 13	15.99550	16.63532	16.96802	17.30738	17.65353	18.00660
AWT IPS 14	16.33341	16.98675	17.32648	17.67301	18.02647	18.38700
AWT IPS 15	16.61709	17.28177	17.62740	17.97995	18.33955	18.70634
AWT IPS 16	16.90078	17.57681	17.92835	18.28691	18.65265	19.02570
AWT IPS 17	17.19621	17.88406	18.24174	18.60658	18.97871	19.35828
AWT IPS 18	17.49100	18.19064	18.55445	18.92554	19.30405	19.69013
AWT IPS 19	17.79754	18.50944	18.87963	19.25722	19.64237	20.03522
AWT IPS 20	18.10475	18.82893	19.20551	19.58962	19.98142	20.38104
AWT IPS 21	18.30345	19.03559	19.41630	19.80463	20.20072	20.60473
AWT IPS 22	18.50215	19.24223	19.62708	20.01962	20.42001	20.82841
AWT IPS 23	18.70738	19.45568	19.84479	20.24169	20.64652	21.05945
AWT IPS 24	18.91263	19.66913	20.06251	20.46376	20.87304	21.29050
AWT IPS 25	19.12179	19.88666	20.28439	20.69008	21.10388	21.52596
AWT IPS 26	19.33095	20.10419	20.50627	20.91640	21.33472	21.76142
AWT IPS 27	19.54599	20.32783	20.73439	21.14908	21.57206	22.00350
AWT IPS 28	19.76103	20.55147	20.96250	21.38175	21.80939	22.24557
AWT IPS 29	19.94730	20.74520	21.16010	21.58330	22.01497	22.45527
AWT IPS 30	20.13360	20.93894	21.35772	21.78487	22.22057	22.66498
AWT IPS 31	20.32511	21.13812	21.56088	21.99210	22.43194	22.88058
AWT IPS 32	20.51596	21.33660	21.76333	22.19860	22.64257	23.09542
AWT IPS 33	20.70944	21.53781	21.96857	22.40794	22.85610	23.31322
AWT IPS 34	20.90290	21.73902	22.17380	22.61727	23.06962	23.53101
AWT IPS 35	21.10095	21.94499	22.38389	22.83157	23.28820	23.75397
AWT IPS 36	21.29967	22.15166	22.59469	23.04658	23.50752	23.97767
AWT IPS 37	21.50163	22.36170	22.80893	23.26511	23.73041	24.20502
AWT IPS 38	21.70425	22.57242	23.02387	23.48435	23.95404	24.43312

**Schedule A Continued**

AWT IPS 39	21.91080	22.78724	23.24298	23.70784	24.18200	24.66564
AWT IPS 40	22.11669	23.00136	23.46139	23.93061	24.40923	24.89741
AWT IPS 41	22.32781	23.22092	23.68534	24.15905	24.64223	25.13507
AWT IPS 42	22.53828	23.43981	23.90860	24.38678	24.87451	25.37200
AWT IPS 43	22.75332	23.66346	24.13673	24.61946	25.11185	25.61409
AWT IPS 44	22.96705	23.88574	24.36345	24.85072	25.34773	25.85469
AWT IPS 45	23.18603	24.11347	24.59574	25.08765	25.58941	26.10119
AWT IPS 46	23.40433	24.34050	24.82731	25.32386	25.83033	26.34694
AWT IPS 47	23.85207	24.80615	25.30227	25.80832	26.32449	26.85097
AWT IPS 48	24.30699	25.27927	25.78485	26.30055	26.82656	27.36309
AWT IPS 49	24.77171	25.76258	26.27783	26.80339	27.33945	27.88624
AWT IPS 50	25.24494	26.25474	26.77983	27.31543	27.86174	28.41897
AWT IPS 51	25.72797	26.75709	27.29223	27.83808	28.39484	28.96273
AWT IPS 52	26.22146	27.27031	27.81572	28.37204	28.93948	29.51827
AWT IPS 53	26.72474	27.79373	28.34961	28.91660	29.49493	30.08483
AWT IPS 54	27.23785	28.32736	28.89391	29.47178	30.06122	30.66244
AWT IPS 55	27.76074	28.87117	29.44859	30.03756	30.63831	31.25108
AWT IPS 56	28.29278	29.42449	30.01298	30.61324	31.22551	31.85002
AWT IPS 57	28.83791	29.99143	30.59125	31.20308	31.82714	32.46368
AWT IPS 58	29.39349	30.56923	31.18062	31.80423	32.44031	33.08912
AWT IPS 59	29.95888	31.15723	31.78038	32.41599	33.06431	33.72559
AWT IPS 60	30.53799	31.75951	32.39470	33.04260	33.70345	34.37752
AWT IPS 61	31.12690	32.37198	33.01942	33.67981	34.35340	35.04047
AWT IPS 62	31.72693	32.99600	33.65592	34.32904	35.01562	35.71594
AWT IPS 63	32.34069	33.63432	34.30701	34.99315	35.69301	36.40687
AWT IPS 64	32.96555	34.28418	34.96986	35.66926	36.38264	37.11029
AWT IPS 65	33.60284	34.94695	35.64589	36.35881	37.08599	37.82771
AWT IPS 66	34.25516	35.62537	36.33787	37.06463	37.80592	38.56204
AWT IPS 67	34.91793	36.31464	37.04094	37.78175	38.53739	39.30814
AWT IPS 68	35.59443	37.01821	37.75857	38.51374	39.28402	40.06970
AWT IPS 69	36.28532	37.73673	38.49146	39.26129	40.04652	40.84745
AWT IPS 70	36.98861	38.46815	39.23751	40.02226	40.82271	41.63916
AWT IPS 71	37.70759	39.21590	40.00022	40.80022	41.61623	42.44855
AWT IPS 72	38.43901	39.97657	40.77610	41.59162	42.42345	43.27192
AWT IPS 73	39.18675	40.75422	41.56930	42.40069	43.24870	44.11368
AWT IPS 74	39.94888	41.54684	42.37777	43.22533	44.08984	44.97163
AWT IPS 75	40.72603	42.35507	43.20217	44.06622	44.94754	45.84649
AWT IPS 76	41.51953	43.18031	44.04392	44.92479	45.82329	46.73976



Signed for and on behalf of  
Australian Water Technologies Pty Ltd  
By

*[Signature]*  
.....  
Managing Director  
in the presence of

*[Signature]*  
.....  
dated

*10 July 2000*  
.....

Signed for and on behalf of  
Electrical Trades Union of Australia,  
New South Wales Branch  
By

*[Signature]*  
.....  
title

*SECRETARY*  
.....  
in the presence of

*[Signature]*  
.....  
dated

*12/7/00*  
.....

Signed for and on behalf of  
Australia Services Union of NSW  
By

*[Signature]*  
.....  
title

*Secretary*  
.....  
in the presence of

*[Signature]*  
.....  
dated

*11-07-00*  
.....



.....  
Signed for and on behalf of  
Automotive, Food, Metals, Engineering,  
Printing and Kindred Industries  
Union, New South Wales Branch  
By

  
.....  
title *STATE SECRETARY*

.....  
in the presence of  
 *JP 9206 924*

.....  
Dated *14 Jul 00*  
.....

Registered  
Enterprise Agreement  
Industrial Registrar