

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/78

TITLE: Australian Water Technologies Pty Ltd Enterprise Agreement 1998

I.R.C. NO: 98/563

DATE APPROVED/COMMENCEMENT: Approved 25 February 1998 and commenced 2 February 1998

TERM: Expires 2 February 1999

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: All Australian Water Technologies employees covered by the Sydney Water Award 1994, including those seconded for specific terms, except for Senior Managers

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



AUSTRALIAN WATER TECHNOLOGIES PTY LTD AGREEMENT 1998

1 Title

This Agreement will be known as the Australian Water Technologies Pty Ltd Agreement 1998.

2 Arrangement

1. Title
2. Arrangement
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Schedules

- A - Rates of Pay as at 7 July 1996
- B - Recognition Pay, Milestones and Weightings

3 Intent

- 3.1 The parties intend to build on the commitments made in the first Australian Water Technologies Pty Ltd (AWT) Enterprise Award to performance management and feedback on performance at the employee and business level; customer focus in the design and delivery of quality services; and business planning.
- 3.2 The parties intend to maximise the ability of AWT to win tenders for new work and to gain new customers and retain existing customers. This will be achieved by continuously improving the performance of AWT and its employees through promoting an environment of innovation, teamwork and employee involvement; and by providing increased benefits to AWT employees.

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".

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5 Period of Operation

This Agreement will operate from the 2 February 1998 and remain in place until 2 February 1999.

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 Two fixed increases in rates of pay set out in Schedule A of this Agreement will be available during the life of this Agreement.
- 7.2 A first increase of 2.5% will be available from the first pay period on or after registration of the agreement. This increase recognises the contribution of AWT's employees to the Company's improved performance.
- 7.3 A second increase of 1% will be available from the beginning of the first pay period on or after 1 June 1998.

- 7.4 In addition to the increases payable under Clause 7.3 there will be recognition payments available as provided for in Clause 8, related to the achievement of the milestones

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8 Recognition Payments

- 8.1 In addition to the increases payable under Clause 7.3 to the rates of pay set out in Schedule A of this Agreement additional increases in rates of pay are available based on the achievement of the milestones set out in Schedule B.

- 8.2 Each of the milestones set out in Schedule B with the exception of Performance Management and Customer Satisfaction, will be measured on 1 June 1998 and 1 December 1998 respectively and any increase in pay will be available from the beginning of the first pay period thereafter.

- 8.3 Performance Management will be measured on the first of each month from the date this Agreement is registered up to and including the first day of the month this agreement expires. and any increase in pay will be made available from the beginning of the first pay period in the month of measurement.

- 8.4 Customer Satisfaction will be measured initially on the date this Agreement is registered and subsequently at the same time as the milestones provided for in Clause 8.2. Any increase in pay will be made available for the first measurement at the same time as that for the pay increase provided for in Clause 7.2.

Second and third measurement and payment for achievement of this milestone will occur at the same time as that provided for by clause 8.2 for the achievement of Projects On Time and Within Cost and Occupational Health Safety and Risk Audit.

- 8.5 Payment for the achievement of a milestone will only be made once.

- 8.6 The maximum recognition payment available under this agreement is 5%.

9 The Environment

The parties to this Agreement are aware of their responsibilities under the Environmental Protection Act and acknowledge that adequate personnel and other resources should be made available to protect and avoid harm being caused to the environment. AWT is committed to the development and use of products, processes and services which reduce environmental damage and waste and which conserve non-renewable resources

10 Customer Satisfaction

The parties acknowledge that satisfying AWT's customers is a major element in improving the business performance of the Company. A bi-annual survey will measure customer satisfaction and the results will be reported to the parties.

11 Job Security

The base for job security will result from our ability to meet and exceed customer expectations, be flexible and innovative in our delivery of products and services to enable us to develop new customers and to continuously improve so that we remain relevant to our customers. It means working together on winning new work and markets and enabling the provision of a return to our shareholders. In achieving these objectives we will develop a strong and secure business and greater security of employment.

It should be recognised however that certain changes may occur which are beyond AWT's control. These include market changes, product mix and volume changes, changing customer requirements, taxation and/or legislation changes. In situations where these changes occur beyond AWT's control and which result in position reductions and surplus staff, our primary commitment will be to offer voluntary redundancy, redeployment or retraining where possible.

Industrial Registrar

12 Equity and Diversity

The future success of AWT is dependant on its employees. Their commitment and diversity are valued. The parties agree that there are matters affecting Women and other staff that need to be considered. The parties will identify broad equity and diversity outcomes to be achieved by individual business units. Each business will incorporate these outcomes, into their business planning processes.

13 Competency Development

AWT recognises that its key resource is its employees. To achieve its business objectives the Company will implement strategies to attract, develop and retain skilled people to meet present business needs as well as future challenges. During the period of operation of this Agreement the parties will examine, and where appropriate implement, competency based development models which will include agreed guidelines for pay progression on acquisition and preparedness to use those skills. The parties agree that where the competency model identifies the need to upskill employees the cost of training will be met by the Company.

AWT has a commitment to value and develop our people. We are committed to developing skills in our people, for example, business planning, financial skills, how to win tenders, continuous improvement methodologies, self-reliance and improvement, marketing and generally how to manage in a commercial world.

14 Employee Communication and Survey

AWT is committed to maintaining open and effective communications across its businesses. This will be achieved through various methods including employee participation in the employee survey. The parties agree to identify two to three key issues arising from the employee survey and to subsequently agree on measures to address those issues with a view to improving their outcome in the next employee survey. Employees are encouraged to actively participate through the input of ideas, concerns and suggestions.

15 Teamwork and Leadership

The parties reinforce the value of teamwork and leadership in enhancing the efficiency and effectiveness of the business and providing employees with a more satisfying and rewarding work environment.

AWT will ensure as teams develop they will be given greater responsibility for decision making and performance together with accountability.

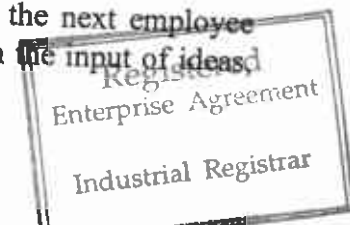
16 Employees and Workplace Change

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 16.1 of this Agreement.

16.1 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.

16.2 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 16.1 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.

17 Performance Management

The parties agree that a systematic performance management system, covering all employees, operate across AWT which will align the performance management cycle with the AWT business planning cycle.

18 Implementation Committee

- 18.1 A Committee to monitor the implementation of this Agreement will be established consisting of the Secretary or their nominees of the Australian Services Union of NSW; the Electrical Trades Union of Australia, NSW Branch; and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch and the Managing Director of Australian Water Technologies Pty Ltd or nominees. In addition, each of the beforementioned unions will be entitled to nominate two workplace representatives as members of the Implementation Committee.
- 18.2 The role of the Implementation Committee will be to monitor and assist implementation of the Agreement. This may include the need to hold workplace communication forums.
- 18.3 The Committee will meet at the request of a party, but not less than three monthly, to discuss issues arising out of the implementation of the Agreement, and in any case at times agreed by the parties to review the progress of milestones as set out in Schedule B.
- 18.4 Where necessary, the Implementation Committee will review the progress of the milestones, and where all parties agree may exclude extraordinary items from the calculations required for any pay increase to be made under the recognition payments model.

19 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.



3. The pay points are:

Australian Water Technologies Pay Scale	Hourly Rate Effective 7/7/96
1	9.19984
2	9.63779
3	10.07633
4	10.56732
5	11.05773
6	11.69137
7	12.32500
8	12.58200
9	12.83840
10	13.37655
11	13.74848
12	14.12041
13	14.42456
14	14.72929
15	14.98511
16	15.24093
17	15.50735
18	15.77318
19	16.04962
20	16.32666
21	16.50585
22	16.68503
23	16.87011
24	17.05519
25	17.24381
26	17.43243
27	17.62635
28	17.82027
29	17.98825
30	18.15625
31	18.32895
32	18.50107
33	18.67553
34	18.85001
35	19.02860
36	19.20779
37	19.38992
38	19.57265

Australian Water Technologies Pay Scale	Hourly Rate Effective 7/7/96
39	19.75891
40	19.94458
41	20.13496
42	20.32476
43	20.51869
44	20.71143
45	20.90889
46	21.10576
47	21.50952
48	21.91976
49	22.33885
50	22.76560
51	23.20119
52	23.64621
53	24.10007
54	24.56278
55	25.03432
56	25.51411
57	26.00570
58	26.50672
59	27.01658
60	27.53882
61	28.06989
62	28.61099
63	29.16447
64	29.72796
65	30.30265
66	30.89091
67	31.48859
68	32.09865
69	32.72168
70	33.35591
71	34.00428
72	34.66386
73	35.33817
74	36.02544
75	36.72627
76	37.44184

Schedule B

1. Milestones

	%	Recognition Payment
Projects On Time	4	1%
Within Cost	8	1%
	Maximum	2%
Staff Actively	50	1%
Participating in the	70	1%
Performance Management		
Process		
	Maximum	2%
Satisfied Customers	75	1%
	78	1%
	Maximum	2%
	Target	
Occupational Health,	3	1%
Safety & Risk Audit	3.75	1%
Performance		
	Maximum	2%



2. Milestone definitions

- 2.1 a) Projects on time and within cost means the total value of projects that are completed within time and planned cost expressed as a percentage of the total value of projects undertaken by AWT as measured by the Company's Cams system.
- b) The parties acknowledge that an accurate benchmark figure from the Cams system may not be available until March 1998. The Benchmark will be reviewed by the Implementation Committee.
- 2.2 Staff actively participating in the performance management process means the percentage of the actual number of employees covered by this Agreement who have through consultation with their Manager/Supervisor agreed and signed to an individual or work group (team) performance agreement aligned to the business plan.
- 2.3 Satisfied customers means the result achieved in the customer satisfaction index which measures, by survey, project work, recurrent services and the views of key Sydney Water Senior Managers.
- 2.4 Occupational Health, Safety & Risk Audit performance means the averaged performance outcomes of audits conducted within AWT by OccRisk or an accredited auditor from the commencement of this Agreement at the dates shown in Clause 8.2. This will be measured against the elements of the OHS&R Policy and Systems that are consistent with the requirements of the WorkCover Authority of NSW.

9/12/97

Signed for and on behalf of
Australian Water Technologies Pty Ltd

by

title

in the presence of

dated


.....
Managing Director

.....
10 February 1998
.....

Signed for and on behalf of


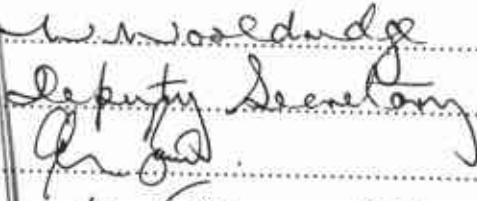
**Electrial Trades Union of Australia,
New South Wales Branch**

by

title

in the presence of

dated


.....

Deputy Secretary
.....
10 February 1998
.....

Signed for and on behalf of


Australia Services Union of NSW

by

title

in the presence of

dated


Alison Peters
Secretary
.....
5th February 1998
.....

Signed for and on behalf of

**Automotive, Food, Metals, Engineering,
Printing and Kindred Industries
Union, New South Wales Branch**

by

title

in the presence of

dated


Trade Secretary
Rainbowe JP
.....
6th February 1998
.....