

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/205

TITLE: Sydney Water Corporation Enterprise Agreement 2000

I.R.C. NO: IRC00/3309

DATE APPROVED/COMMENCEMENT: 26 July 2000

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 25 August 2000

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Sydney Water Corporation other than Senior Managers

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

Registered
Enterprise Agreement

Industrial Registrar

Sydney Water Corporation and ASU

Enterprise Agreement 2000 **14 June, 2000**

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1 Title

This Agreement will be known as the Sydney Water Corporation Enterprise Agreement 2000.

2 Formalities

- 2.1 This Agreement is made between the Sydney Water Corporation (Sydney Water) and the Australian Services Union of NSW.
- 2.2 This Agreement covers all employees in Sydney Water Corporation covered by the Sydney Water Award 1994 (the Award), other than Senior Managers (contract staff).
- 2.3 This Agreement shall operate from the date of registration and shall remain in force for 36 months.
- 2.4 This Agreement shall regulate partially the terms and conditions of employment and will be read and interpreted in conjunction with the Sydney Water Award(1994)
- 2.5 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.
- 2.6 This Agreement rescinds and replaces the Sydney Water Corporation Limited Utilities business Enterprise Agreement 1997, Sydney Water Holding Company Enterprise Agreement 1997 and the TransWater Sydney Water Corporation Limited Enterprise Agreement 1997.
- 2.7 Other than in exceptional circumstances no extra claims for additional pay or conditions will be made during the term of this Agreement. Payments that arise from this Agreement will not be double counted with any other productivity or wage adjustments prescribed by State/Federal wage cases or any other means.

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3 Statement of Intent

This agreement supports organisational changes to enable the Corporation to provide high quality drinking water, sewerage and drainage services to its customers.

These changes will contribute to achieving the 3 principal objectives of:

- Protecting public health.
- Protecting the environment.
- Being commercial.

4 Measuring Organisation Performance

4.1 Introduction

The parties agree that the ongoing implementation of Business Excellence principles contribute to the efficiency, productivity and competitiveness of the organisation. It is acknowledged that Sydney Water can achieve its objectives through the continual implementation of better ways of working and the continuing development of performance measures and benchmarks.

4.2 Continuous Improvement

The parties are committed to the further development of a continuous improvement culture as a means of meeting the aims of this Agreement.

Management commits to initiate, lead and adequately resource continuous improvement initiatives.

Consistent with this commitment the parties continue to recognise the benefit of developing processes which pursue:

Leadership & innovation

Strategy & planning

The collection of data, information and sharing knowledge

The involvement, commitment and effectiveness of people

Customer and market focus

Processes, products and services and

Business results.

The parties will continue to recognise the benefits of pursuing where appropriate certification to the relevant Australian and International Standards.

4.3 Performance Measures

The parties recognise that a large number of cross business teams and smaller project teams are already established and will continue to be established to monitor and develop continuous improvement strategies and measurements. The parties are committed to supporting these teams and involving as many employees as possible in the processes.

5 Relationship Management

The parties commit to working together to improve relationships between Sydney Water Corporation, the unions and employees.

To this end General Managers will be available on request for informal quarterly briefings.

During the life of this agreement there will also be a focus on improving the relationship with customers, consumers and other stakeholders. Our efforts must be focussed on providing excellent customer service, building trust, listening and communicating with all stakeholders.

Therefore as required, the parties will adopt process improvements that significantly improve the corporation's performance as measured by the indicators in its customer surveys.

6 OHS & R

All parties to this agreement are committed to ensuring safety in the workplace and that safe systems of work are implemented and adhered to by individual employees and contractors. We are also committed to timely and effective rehabilitation of injured employees.

Employees will ensure to the best of their ability that workplace hazards are identified and controlled and that safe work practices are followed by themselves and to the best of their ability their fellow workers.

Employees and their Unions will support and implement all systems designed to achieve a no injuries outcome.

This includes employees signing, for example,

- Safe working site inspection reports prior to work commencing
- Attendance register at safety training procedures.

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7 Conditions of Employment

By agreement between the parties, different conditions of employment to those set out in the award may be introduced in particular work areas provided that:

- Management discusses the proposals with union representatives and the employee/s affected at the business unit level.
- Employees must not be disadvantaged when the different arrangements are compared against the industrial instrument/award conditions when viewed as a whole.
- The majority of the employees affected by the arrangement(s) after taking all views into consideration and the union agree.
- The parties commit the agreement to writing.
- Where there is no agreement, the award or industrial instrument condition will prevail.

8 Excessive Accruals of Shiftwork Roster and Additional Leave

It is accepted that excessive accruals of shiftwork roster and additional leave are not in the best interests of Sydney Water or employees. By mutual agreement, all accumulations of shiftwork roster and additional leave in excess of the current years maximum entitlement will be paid annually on the first pay period on or after 1 December. Entitlements will be paid out at the rate of the pay point most paid in the preceding 12 months or at a rate not less than their substantive rate. This entitlement may be taken over a maximum of three annual instalments. Salary sacrifice arrangements may be entered into provided there is no excessive administrative burden on the organisation. This will be determined by the General Manager, People & Quality.

9 Flexible Work Arrangements

- 9.1 Employees covered by this agreement (excluding casuals) may at their instigation enter into a Flexible Work Arrangement with the agreement of their manager. A Flexible Work Arrangement cannot be imposed by an employee's manager.
- 9.2 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.

- 9.3 Employees' ordinary working hours under a Flexible Work Arrangement are not restricted by the Ordinary Working Hours provision of the Award or by any prescribed minimum or maximum daily hours provisions. Work in accordance with an agreed Flexible Work Arrangement will not attract overtime or other penalty payments or loadings.
- 9.4 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 of 35 hours per week in a 12 week period and are to be worked Monday to Friday. Hours may be averaged over a period that is less than 12 weeks.
- 9.5 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 12 week period and are to be worked Monday to Friday. Hours may be averaged over a period that is less than 12 weeks.
- 9.6 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 Award.
- 9.7 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.
- 9.8 Employees working under a Flexible Work Arrangement do not have access to other existing provisions relating to rostered time off work.
- 9.9 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.
- 9.10 Part time employees have access to the Flexible Work Arrangement provisions. Part time employees will be entitled to overtime if the hours worked exceed the full time ordinary hours for the position and they are required to work outside the agreed hours of their Flexible Work Arrangement.



10 Recreation Leave

Employees and their Unions will support the Corporation in ensuring that the current year's accumulation is taken.

11 Long Service Leave – Casual Service

11.1 Casual employees will receive Long Service Leave (LSL) after ten (10) years service subject to the following:

- Service must be continuous
- Continuous service will be identified by the issue of a Group Certificate in the years worked and where there is a minimum of 520 hours worked per year
- Casual service prior to 9 May, 1985 will not count as service for calculating LSL.

11.2 Casual employees will receive LSL on a proportional basis based on the number of ordinary hours worked in relation to full time ordinary hours of the position. Casual employees leave is calculated by the following formula:

$$\text{Full-time employee entitlement to LSL} \times \frac{\text{No. of ordinary casual hours}}{\text{No. of ordinary full time hrs of position}} = \text{LSL entitlement}$$

11.3 Full-time and part time employees who have had continuous casual service immediately prior to their full time service will have that continuous service after 9 May, 1985 counted for calculating LSL entitlements on a proportional basis, under the formula provided in (ii) above.

12 Provision for Roll Up of Recreation Leave Loading – for employees previously covered by the Sydney Water Holding Company Enterprise Agreement - 1997.

It is agreed to continue to roll up recreation leave loading into the rates of pay of employees who were covered by the Sydney Water Holding Company Enterprise Agreement – 1997.

The rates of pay in Schedule A contain a component equivalent to 1.35% in lieu of leave loading.

The roll up of recreation leave loading will not apply to any other employee in the Corporation.

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13 Pay Arrangements

From the date of registration, Sydney Water Corporation will pay;

Employees paid under Schedules A & C

Employees paid under Schedule B

From the first full pay period on or after:	From the first full pay period on or after:
1 Jan 2000 - 2% (already paid in good faith)	4 June 2000 - 2%
1 July 2000 - 4%	1 July 2000 - 4%
1 July 2001 - 2%	1 Jan 2001 - 2%
1 Dec 2001 - 2%	1 Dec 2001 - 2%
1 July 2002 - 2%	1 July 2002 - 2%
1 Dec 2002 - 2%	1 Dec 2002 - 2%
TOTAL = 14%	TOTAL = 14%

Agreement to remain in force for 36 months from date of registration.

<p style="text-align: center;">Registered Enterprise Agreement</p> <p style="text-align: center;">Industrial Registrar</p>

14 Rates of Pay

Schedules included;

- A. employees who are subject to Clause 12 – Provision for Roll Up of Recreation Leave Loading – for employees previously covered by the Sydney Water Holding Company Enterprise Agreement – 1997.
- B. employees transferred from AWT to Sydney Water Corporation at the instigation of the employer during the life of the agreement.
- C. all other employees not covered in A & B above.

15 Negotiation of New Agreement

The parties agree to enter into negotiations for a new agreement three months prior to the expiry of this agreement.

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SCHEDULE A

Employees subject to Clause 12 (Roll-up of leave loading)

<i>Pay Point</i>	<i>Hourly Rate</i>	<i>Hours / Week</i>	<i>Weekly Rate</i>	<i>Annual Rate</i>
IPS 1	10.2414	35	358.45	\$18,711
IPS 2	10.7290	35	375.51	\$19,602
IPS 3	11.2171	35	392.60	\$20,494
IPS 4	11.7637	35	411.73	\$21,492
IPS 5	12.3097	35	430.84	\$22,490
IPS 6	13.0150	35	455.53	\$23,778
IPS 7	13.7204	35	480.21	\$25,067
IPS 8	14.0065	35	490.23	\$25,590
IPS 9	14.2919	35	500.22	\$26,111
IPS 10	14.8910	35	521.19	\$27,206
IPS 11	15.3051	35	535.68	\$27,962
IPS 12	15.7191	35	550.17	\$28,719
IPS 13	16.0577	35	562.02	\$29,337
IPS 14	16.3969	35	573.89	\$29,957
IPS 15	16.6817	35	583.86	\$30,477
IPS 16	16.9665	35	593.83	\$30,998
IPS 17	17.2631	35	604.21	\$31,540
IPS 18	17.5590	35	614.56	\$32,080
IPS 19	17.8667	35	625.33	\$32,642
IPS 20	18.1751	35	636.13	\$33,206
IPS 21	18.3746	35	643.11	\$33,570
IPS 22	18.5741	35	650.09	\$33,935
IPS 23	18.7801	35	657.30	\$34,311
IPS 24	18.9861	35	664.51	\$34,688
IPS 25	19.1961	35	671.86	\$35,071
IPS 26	19.4061	35	679.21	\$35,455
IPS 27	19.6220	35	686.77	\$35,849
IPS 28	19.8378	35	694.32	\$36,244
IPS 29	20.0249	35	700.87	\$36,585
IPS 30	20.2119	35	707.41	\$36,927
IPS 31	20.4041	35	714.14	\$37,278
IPS 32	20.5957	35	720.85	\$37,628
IPS 33	20.7899	35	727.65	\$37,983
IPS 34	20.9842	35	734.45	\$38,338
IPS 35	21.1830	35	741.40	\$38,701
IPS 36	21.3825	35	748.39	\$39,066
IPS 37	21.5852	35	755.48	\$39,436
IPS 38	21.7886	35	762.60	\$39,808
IPS 39	21.9960	35	769.86	\$40,187
IPS 40	22.2027	35	777.09	\$40,564
IPS 41	22.4146	35	784.51	\$40,951

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IPS 42	22.6259	35	791.91	\$41,337
IPS 43	22.8418	35	799.46	\$41,732
IPS 44	23.0563	35	806.97	\$42,124
IPS 45	23.2761	35	814.66	\$42,526
IPS 46	23.4953	35	822.34	\$42,926
IPS 47	23.9448	35	838.07	\$43,747
IPS 48	24.4015	35	854.05	\$44,581
IPS 49	24.8680	35	870.38	\$45,434
IPS 50	25.3431	35	887.01	\$46,302
IPS 51	25.8280	35	903.98	\$47,188
IPS 52	26.3234	35	921.32	\$48,093
IPS 53	26.8286	35	939.00	\$49,016
IPS 54	27.3437	35	957.03	\$49,957
IPS 55	27.8686	35	975.40	\$50,916
IPS 56	28.4028	35	994.10	\$51,892
IPS 57	28.9500	35	1013.25	\$52,892
IPS 58	29.5077	35	1032.77	\$53,911
IPS 59	30.0753	35	1052.64	\$54,948
IPS 60	30.6567	35	1072.98	\$56,010
IPS 61	31.2479	35	1093.68	\$57,090
IPS 62	31.8503	35	1114.76	\$58,190
IPS 63	32.4664	35	1136.32	\$59,316
IPS 64	33.0937	35	1158.28	\$60,462
IPS 65	33.7335	35	1180.67	\$61,631
IPS 66	34.3883	35	1203.59	\$62,827
IPS 67	35.0537	35	1226.88	\$64,043
IPS 68	35.7328	35	1250.65	\$65,284
IPS 69	36.4264	35	1274.92	\$66,551
IPS 70	37.1324	35	1299.63	\$67,841
IPS 71	37.8542	35	1324.90	\$69,160
IPS 72	38.5884	35	1350.59	\$70,501
IPS 73	39.3391	35	1376.87	\$71,872
IPS 74	40.1042	35	1403.65	\$73,270
IPS 75	40.8843	35	1430.95	\$74,696
IPS 76	41.6809	35	1458.83	\$76,151

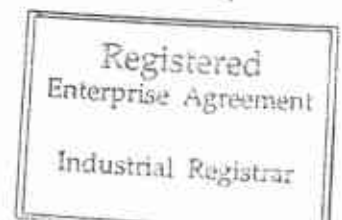
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SCHEDULE B

Employees transferred from AWT to Sydney Water Corporation at the employer's instigation during the life of the agreement

<i>Pay Point</i>	<i>Hourly Rate</i>	<i>Hours / Week</i>	<i>Weekly Rate</i>	<i>Annual Rate</i>
IPS 1	10.0017	35	350.06	\$18,273
IPS 2	10.4779	35	366.73	\$19,143
IPS 3	10.9546	35	383.41	\$20,014
IPS 4	11.4884	35	402.09	\$20,989
IPS 5	12.0216	35	420.76	\$21,963
IPS 6	12.7104	35	444.86	\$23,222
IPS 7	13.3993	35	468.98	\$24,481
IPS 8	13.6787	35	478.75	\$24,991
IPS 9	13.9575	35	488.51	\$25,500
IPS 10	14.5425	35	508.99	\$26,569
IPS 11	14.9469	35	523.14	\$27,308
IPS 12	15.3512	35	537.29	\$28,047
IPS 13	15.6819	35	548.87	\$28,651
IPS 14	16.0132	35	560.46	\$29,256
IPS 15	16.2913	35	570.20	\$29,764
IPS 16	16.5694	35	579.93	\$30,272
IPS 17	16.8590	35	590.07	\$30,801
IPS 18	17.1480	35	600.18	\$31,329
IPS 19	17.4486	35	610.70	\$31,879
IPS 20	17.7498	35	621.24	\$32,429
IPS 21	17.9446	35	628.06	\$32,785
IPS 22	18.1394	35	634.88	\$33,141
IPS 23	18.3406	35	641.92	\$33,508
IPS 24	18.5418	35	648.96	\$33,876
IPS 25	18.7469	35	656.14	\$34,251
IPS 26	18.9519	35	663.32	\$34,625
IPS 27	19.1627	35	670.69	\$35,010
IPS 28	19.3736	35	678.08	\$35,396
IPS 29	19.5562	35	684.47	\$35,729
IPS 30	19.7388	35	690.86	\$36,063
IPS 31	19.9266	35	697.43	\$36,406
IPS 32	20.1137	35	703.98	\$36,748
IPS 33	20.3034	35	710.62	\$37,094
IPS 34	20.4930	35	717.26	\$37,441
IPS 35	20.6872	35	724.05	\$37,796
IPS 36	20.8820	35	730.87	\$38,151
IPS 37	21.0800	35	737.80	\$38,513
IPS 38	21.2787	35	744.75	\$38,876
IPS 39	21.4812	35	751.84	\$39,246
IPS 40	21.6830	35	758.91	\$39,615



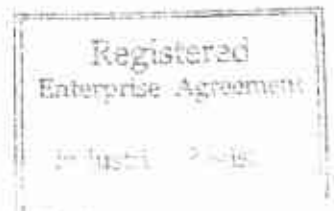
IPS 41	21.8900	35	766.15	\$39,993
IPS 42	22.0963	35	773.37	\$40,370
IPS 43	22.3072	35	780.75	\$40,755
IPS 44	22.5167	35	788.08	\$41,138
IPS 45	22.7314	35	795.60	\$41,530
IPS 46	22.9454	35	803.09	\$41,921
IPS 47	23.3844	35	818.45	\$42,723
IPS 48	23.8304	35	834.06	\$43,538
IPS 49	24.2860	35	850.01	\$44,371
IPS 50	24.7499	35	866.25	\$45,218
IPS 51	25.2235	35	882.82	\$46,083
IPS 52	25.7073	35	899.76	\$46,967
IPS 53	26.2007	35	917.02	\$47,869
IPS 54	26.7038	35	934.63	\$48,788
IPS 55	27.2164	35	952.57	\$49,724
IPS 56	27.7380	35	970.83	\$50,677
IPS 57	28.2725	35	989.54	\$51,654
IPS 58	28.8171	35	1008.60	\$52,649
IPS 59	29.3715	35	1028.00	\$53,662
IPS 60	29.9392	35	1047.87	\$54,699
IPS 61	30.5166	35	1068.08	\$55,754
IPS 62	31.1048	35	1088.67	\$56,828
IPS 63	31.7066	35	1109.73	\$57,928
IPS 64	32.3192	35	1131.17	\$59,047
IPS 65	32.9440	35	1153.04	\$60,189
IPS 66	33.5835	35	1175.42	\$61,357
IPS 67	34.2333	35	1198.17	\$62,544
IPS 68	34.8965	35	1221.38	\$63,756
IPS 69	35.5738	35	1245.08	\$64,993
IPS 70	36.2633	35	1269.22	\$66,253
IPS 71	36.9682	35	1293.89	\$67,541
IPS 72	37.6853	35	1318.99	\$68,851
IPS 73	38.4184	35	1344.64	\$70,190
IPS 74	39.1656	35	1370.80	\$71,556
IPS 75	39.9275	35	1397.46	\$72,948
IPS 76	40.7054	35	1424.69	\$74,369



SCHEDULE C

**All other employees not covered by Schedules A and B
above**

<i>Pay Point</i>	<i>Hourly Rate</i>	<i>Hours / Week</i>	<i>Weekly Rate</i>	<i>Annual Rate</i>
IPS 1	10.1050	35	353.68	\$18,462
IPS 2	10.5860	35	370.51	\$19,341
IPS 3	11.0677	35	387.37	\$20,221
IPS 4	11.6070	35	406.25	\$21,206
IPS 5	12.1457	35	425.10	\$22,190
IPS 6	12.8417	35	449.46	\$23,462
IPS 7	13.5377	35	473.82	\$24,733
IPS 8	13.8199	35	483.70	\$25,249
IPS 9	14.1016	35	493.55	\$25,764
IPS 10	14.6927	35	514.24	\$26,843
IPS 11	15.1012	35	528.54	\$27,590
IPS 12	15.5097	35	542.84	\$28,336
IPS 13	15.8438	35	554.53	\$28,947
IPS 14	16.1785	35	566.25	\$29,558
IPS 15	16.4595	35	576.08	\$30,071
IPS 16	16.7405	35	585.92	\$30,585
IPS 17	17.0331	35	596.16	\$31,119
IPS 18	17.3251	35	606.38	\$31,653
IPS 19	17.6287	35	617.01	\$32,208
IPS 20	17.9330	35	627.66	\$32,764
IPS 21	18.1298	35	634.54	\$33,123
IPS 22	18.3267	35	641.43	\$33,483
IPS 23	18.5300	35	648.55	\$33,854
IPS 24	18.7332	35	655.66	\$34,226
IPS 25	18.9404	35	662.91	\$34,604
IPS 26	19.1476	35	670.17	\$34,983
IPS 27	19.3606	35	677.62	\$35,372
IPS 28	19.5736	35	685.08	\$35,761
IPS 29	19.7581	35	691.53	\$36,098
IPS 30	19.9426	35	697.99	\$36,435
IPS 31	20.1323	35	704.63	\$36,782
IPS 32	20.3214	35	711.25	\$37,127
IPS 33	20.5130	35	717.96	\$37,477
IPS 34	20.7047	35	724.66	\$37,827
IPS 35	20.9008	35	731.53	\$38,186
IPS 36	21.0976	35	738.42	\$38,545
IPS 37	21.2977	35	745.42	\$38,911
IPS 38	21.4984	35	752.44	\$39,278
IPS 39	21.7030	35	759.60	\$39,651
IPS 40	21.9069	35	766.74	\$40,024



Integrated Water & Waste Water				
Level 1 - 6				
Level 1 Low	15.96107	38	606.52	\$31,660
Level 1 High	16.13394	38	613.09	\$32,003
Level 2 Low	16.37197	38	622.13	\$32,475
Level 2 High	16.54485	38	628.70	\$32,818
Level 3 Low	16.9520	38	644.18	\$33,626
Level 3 High	17.1266	38	650.81	\$33,972
Level 4 Low	17.6322	38	670.02	\$34,975
Level 4 High	17.8068	38	676.66	\$35,322
Level 5 Low	19.1064	38	726.04	\$37,899
Level 5 High	19.2810	38	732.68	\$38,246
Level 6 Low	20.2282	38	768.67	\$40,125
Level 6 High	20.4028	38	775.31	\$40,471
Single Stream Wastewater				
Level 3 Low	16.61963	38	631.55	\$32,967
Level 3 High	16.79082	38	638.05	\$33,306
Level 4 Low	17.28644	38	656.88	\$34,289
Level 4 High	17.45764	38	663.39	\$34,629
Level 5 Low	18.73173	38	711.81	\$37,156
Level 5 High	18.90293	38	718.31	\$37,496
Level 6 Low	19.83151	38	753.60	\$39,338
Level 6 High	20.00273	38	760.10	\$39,677
Single Stream Water				
Level 3 Low	16.1417	38	613.38	\$32,019
Level 3 High	16.3129	38	619.89	\$32,358
Level 4 Low	16.8088	38	638.74	\$33,342
Level 4 High	16.9800	38	645.24	\$33,682
Level 5 Low	18.2538	38	693.64	\$36,208
Level 5 High	18.4250	38	700.15	\$36,548
Level 6 Low	19.3539	38	735.45	\$38,390
Level 6 High	19.5251	38	741.95	\$38,730

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Signed for and on behalf of

Sydney Water Corporation by

Al Walker

in the presence of

[Signature]

dated

7 July 2000

Signed for and on behalf of the

Australian Services Union by

Alison Peters

in the presence of

[Signature]

dated

7 July 2000



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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Schedules

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

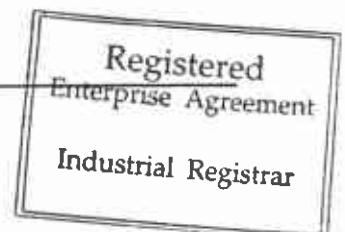
- 6.1 In relation to employees covered by this Agreement, the Australian Water Technologies Pty Ltd Award, 1995 shall not apply whilst this Agreement remains in force.
- 6.2 In relation to employees covered by this Agreement, Sydney Water Award, 1994, Clause 57 Consultative Procedures is set aside by 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.

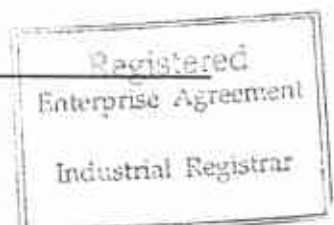
15.2 If there is a need to reduce staff as a result of continuing change and the further development of AWT as a successful business, AWT is committed to redeployment, retraining and voluntary redundancy where possible.

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.

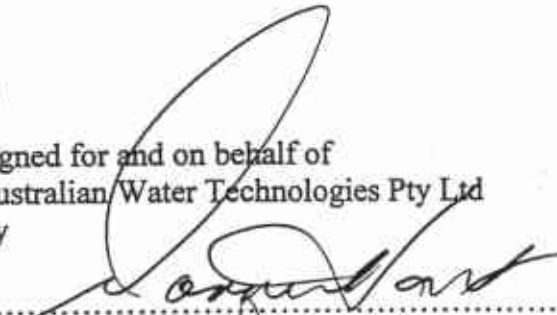
Classification Description	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
	Rate @	Rate @	Rate @	Rate @	Rate @	Rate @
	04/06/2000	02/07/2000	01/01/2001	03/12/2001	01/07/2002	01/12/2002
	2% increase	4% increase	2% increase	2% increase	2% increase	2% increase
AWT IPS 1	10.20177	10.60985	10.82204	11.03848	11.25925	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


.....
Managing Director
in the presence of


.....
dated

10 July 2000
.....

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


.....
title

SECRETARY
.....
in the presence of


.....
dated

12/7/00
.....

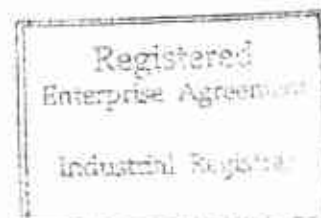
Signed for and on behalf of
Australia Services Union of NSW
By


.....
title

Secretary
.....
in the presence of


.....
dated

11-07-00.
.....



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

[Handwritten Signature]
.....

title

[Handwritten Title]
.....

in the presence of

[Handwritten Signature] JP 9206924
.....

Dated

[Handwritten Date]
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