

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/255

TITLE: Prospect Water Filtration Plant Enterprise Agreement 2002

I.R.C. NO: IRC02/3894

DATE APPROVED/COMMENCEMENT: 18 July 2002

TERM: 18 July 2005

NEW AGREEMENT OR VARIATION: Replaces EA00/62

GAZETTAL REFERENCE: 6 September 2002

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to plant technicians employed by Australian Water Services Pty Limited at the Prospect Water Filtration Plant, Prospect, N.S.W.

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

OFFICE

Enterprise Agreement
18 July 2002

4 2002

PROSPECT WATER FILTRATION PLANT

ENTERPRISE AGREEMENT

January 2002

AUSTRALIAN WATER SERVICES

AUSTRALIAN SERVICES UNION

14/6/02
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1. TITLE

This Agreement will be known as the Prospect Water Filtration Plant Agreement 2002.



2. ARRANGEMENT

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2	Arrangement
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3. APPLICATION

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

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

4. DATE OF OPERATION

This Agreement will operate on and from 18 July 2002 and will remain in force for a period of 3 years from this date.



5. AIMS AND OBJECTIVES OF THIS AGREEMENT

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

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

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

- to ensure the terms and conditions of employment meet the specific needs of the operation whilst providing employees with an equitable remuneration package and providing access to career and personal development;
- to ensure the plant is operated in a safe, efficient and effective manner which will promote economy of operation;
- to maximise the flexibility of employees and enable them to work to the level of their skills and ability;
- to foster working relationships based on mutual trust and co-operation;
- to develop a teamwork approach by Plant Technicians and Management to the performing of tasks and duties; and

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

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

- that employees be involved in the making of decisions which affect them;
- that employees have the opportunity to achieve their full potential within the context of the enterprise;
- that employees benefit from the success of their efforts;
- the willingness of employees to accept total flexibility of jobs and duties across the company, subject only to individual skills or abilities to perform particular tasks; and
- the willingness of employees to avoid any action which might disrupt the continuity of supply or reduce the effectiveness of the Company's business.

6. CONTRACT OF EMPLOYMENT



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

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

7. OCCUPATIONAL HEALTH, SAFETY AND WELFARE

The company will provide a safe workplace and will comply with the NSW Occupational Health and Safety Act 1983 and associated regulations

Employees will at all times conduct themselves in a safe and responsible manner and comply with all safety apparel requirements.

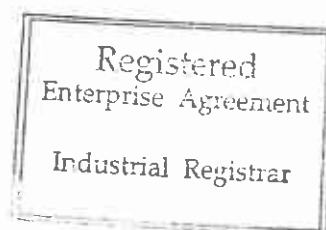
The company will encourage employees to take a constructive role in promoting improvements in occupational health, safety and welfare and to assist the company in maintaining a health and safe working environment.

8. QUALITY

The parties acknowledge the need to achieve high quality standards. Both management and employees will accept personal responsibility for quality and will continue to work together to seek improvements in quality management and supporting the accreditation of the Plant to ISO 9002.

9. CLASSIFICATION STRUCTURE

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



LEVEL 1

- ◆ Mechanical, Electrical or Instrument qualifications.
- ◆ Plant Induction.
- ◆ First Aid Certificate.
- ◆ Trained on ISO9002 Plant requirements.
- ◆ Forklift permit.

LEVEL 2

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

LEVEL 3

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

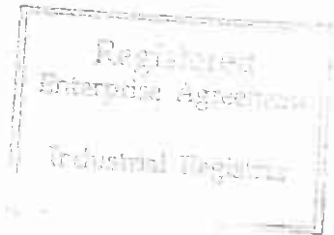
LEVEL 4

- ◆ Completed Level 3.
- ◆ Fully competent on process control.

LEVEL 5

- ◆ Completed Level 4.
- ◆ Completed training for ongoing specialised tasks as required by Business needs and approve by Managing Director.
- ◆ And carry out the specialist tasks.

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



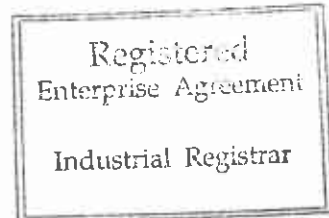
AUSTRALIAN WATER SERVICES

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

SKILLS DEVELOPMENT PLAN

The Company will, during the course of this Agreement and in conjunction with the Plant Technicians, develop an Employee Development Plan which will satisfy both individual and Company needs. The Plan will be incorporated into the Performance and Development Reviews for the Plant Technicians.

10. HOURS OF WORK



Day Work

The hours of work shall be an average of 37.5 hours per week inclusive of crib breaks but excluding lunch break, Monday to Friday, worked between the hours of 7.00am and 7.00pm. Nominal hours being 7.30am to 3.30pm .

Shift Work

Shift duration will be 12 hours inclusive of crib breaks and lunch break.

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

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

11. ANNUALISED SALARY

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

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

- base rate of pay;

- Day salary includes 22% loading for:
 - On call allowances.
 - And a reasonable amount of overtime for breakdowns and after hours call-outs ;

- Shift Salary includes 47% loading for:
 - weekend penalties ;
 - public holiday penalties ; and
 - shift penalties ;

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In addition, compensation has also been included for those add hoc allowances normally associated with working overtime.

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

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

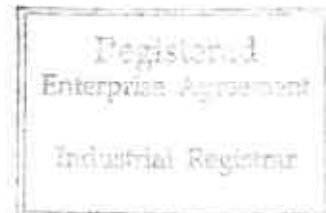
11.4 Salary Increases will occur annually.

An annual salary increase of Sydney CPI will be payed for the period of this agreement as published by the Australian Bureau of Statistics (based on the September to September figures).

In addition a one off salary increase of 1% will be paid on mutual acceptance of this agreement.

11.5 Employee Performance Reviews.

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



12. PAYMENTS AND BENEFITS

Salary	Day	Shift
LEVEL 1	\$49500.41 PA	N/A
LEVEL 2	\$52470.43 PA	N/A
LEVEL 3	\$55618.66 PA	N/A
LEVEL 4	\$58955.78 PA	\$71036.89 PA
LEVEL 5	\$62493.12 PA	

These salaries include an amount of \$3,000 which comes from previous Incentive Scheme.

Employees are entitled for immediate entry into the Company's superannuation fund.

Incentive Scheme

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

The measures, objectives and targets set in this scheme will run for the period of the enterprise agreement. The reward being \$3,000 for the achievement of all the yearly objectives in any one year.

The appropriate superannuation levy will be paid on the yearly bonus

13. SICK LEAVE ENTITLEMENTS

13.1 Employees under this agreement are entitled to paid sick leave 5 days in the first year and 8 days thereafter fully accumulative for the first 5 years of service and unlimited leave thereafter without loss of pay. Where they are unable to attend for duty due to genuine personal illness or non-compensable

injury provided there is an expectation of return to work. Injury/illnesses, which may extend beyond 12 months, will be reviewed on a case by case basis with parties involved, the company may reserve the right to retire staff who are assessed as unfit for duty and unlikely to be able to resume normal duties.

13.2 If absence is greater than 2 days a medical certificate must be obtained and attached to the employee's leave application.

13.3 The company may require an individual to undergo medical examination during or following an extended illness, conducted by a medical officer of the Company's choice. The cost of which shall be met by the company and time spent at the examination will count as hours worked.

14. ANNUAL LEAVE ENTITLEMENTS

14.1 Employees on day work are entitled to four weeks annual leave equivalent to 160 hours for each completed year of service.

14.2 Employees on continuous shift work are entitled to six weeks annual leave equivalent to 252 hours on the current roster for each completed year of service.

This is in compensation for working of shift hours and public holidays.

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

Annual Leave Loading will be provided on taking of the annual leave at the rate of 17.5%.

15. PUBLIC HOLIDAYS

15.1 This agreement recognises the following public holidays, New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Christmas Day, Boxing Day, Labour Day or the holidays if any substituted for such day by proclamation.

15.2 One additional holiday (know as the " Union Picnic Day") will be granted for those employee's who are a party to this agreement. This day will taken on a day which is mutually agreeable two both parties.

16 LONG SERVICE LEAVE

Long Service Leave entitlements shall accrue in accordance with the relevant state act. Long Service Leave Act 1955

17 REDUNDANCY ENTITLEMENTS

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

- 1 months notice payment
- Employees over the age of 45 will receive an additional 2 months notice payment.
- 3 weeks severance pay for each continuous year of service to a maximum of 40 weeks.
- Long Service Leave on a pro-rata basis after completion of 5 consecutive years of service
- Other normal accrued entitlements.

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

18 EMPLOYEE RELATIONS PROCEDURE

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

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

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

Signed: [Signature]
on behalf of Australian Water Services Pty Ltd.

Title: Plant Manager

Date: 11-6-02

Signed: [Signature]
On behalf of Australian Services Union of New South Wales.

Title: Plant Sealer

Date: 6.4.02

