

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/251

**TITLE:** Sydney Water Corporation Enterprise Agreement 2003

**I.R.C. NO:** IRC3/4972

**DATE APPROVED/COMMENCEMENT:** 29 September 2003

**TERM:** 12

**NEW AGREEMENT OR  
VARIATION:** Replaces EA00/205

**GAZETTAL REFERENCE:** 23 January 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees of Sydney Water Corporation located at 115-123 Bathurst St, Sydney, NSW 2000 engaged in the classifications of the agreement other than Senior managers (contract staff), who fall within the coverage of the Sydney Water Award 1994

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

# Sydney Water Corporation Enterprise Agreement 2003. Enterprise Agreement 2003

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## **1 Title**

This Agreement will be known as the Sydney Water Corporation Enterprise Agreement 2003.

## **2 Formalities**

- 2.1 This Agreement is made between Sydney Water Corporation (Sydney Water) and the Australian Services Union of NSW, the Electrical Trades Union of Australia NSW Branch and the Automotive, Metals, Food, Engineering, Printing and Kindred Industries Union (the Unions).
- 2.2 This Agreement covers all employees in Sydney Water covered by the Sydney Water Award, 1994 (reviewed) (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 12 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 (reviewed).
- 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 6.5 Performance Payments will not apply.
- 2.6 This Agreement rescinds and replaces the Sydney Water Corporation Enterprise Agreement 2000 and Australian Water Technologies Pty Ltd Agreement 2000.

## **3 Statement of Intent**

- 3.1 This agreement supports organisational changes to enable Sydney Water 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.

3.2 The parties recognise that Sydney Water will face challenges during the life of this agreement.

In order to meet these challenges, it will be necessary for Sydney Water to:

Review and improve work and business processes

Minimise operating costs

Maximise financial performance

Identify and implement opportunities to maximise employee utilisation

Implement efficient and cost effective work organisation

Implement new technology

3.3 Sydney Water will consult with the Unions over the implementation of changes where there is a proposed reduction in staffing levels.

3.4 Sydney Water will give priority to the transfer of skills and knowledge in succession planning.

3.5 The parties commit in principle to giving effect to the recommendations contained in the report by Sydney University (acirrt) dated November 2002.

#### **4 Commitment to Award Review**

4.1 The parties commit to a review of the Sydney Water Award 1994, (reviewed).

Some of the matters currently under the Award to be reviewed include but are not limited to:

The pay structure

The classification structure

Consultation

Dispute resolution

Allowances

4.2 The parties commit to a review of other matters not currently under the Award.

Some of the matters not currently under the Award to be reviewed include but are not limited to:

12 hour shifts (Asset Management - Ocean Plants)

Remote call-outs

Competency framework

Hours of work for 38 hour a week employees

Job security

Career paths

- 4.3 The parties agree to complete the review during the life of this Agreement, with initial work completed by nine months and consolidation/report-back in the final three months.

The first phase of the review will provide the parties with time to determine the matters to be addressed.

Matters raised in logs of claims during the negotiation of this Agreement that are Award matters will be considered during this review.

The purpose of the review is to ensure the Award, including rates of pay, is current and reflects those terms and conditions which the parties agree are best regulated by the Award.

Corporate and Divisional Working Parties comprising of Human Resource Managers, Line Managers and Union Representatives will conduct the review.

Where the parties fail to agree on whether the matter is best regulated by the Award, the matter will remain regulated in the manner it was regulated at the start of the review.

## **5 Relationship Management**

The parties commit to working together to improve relationships between Sydney Water and the Unions.

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 focused 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 Sydney Water's performance as measured by the indicators in its customer surveys.

## **6 Delegates Rights**

- 6.1 Employees elected as Union delegates or employee representatives will, upon provision of written proof of the election to the employer, be recognised as an accredited representative of the Union or the consultative committee to which they belong and in the defined area they are elected to represent.
- 6.2 They will be allowed all reasonable time during working hours to submit to the Employer matters affecting the employees they represent. Such representations should be arranged for times which are convenient to both parties.
- 6.3 Before any of the employees identified in 6.1 above move away from their immediate work location to commence work on Union or consultative committee business, they must first obtain the permission of their manager.
- 6.4 Where they wish to meet with Employer's representatives, which will take them away from their immediate work location, they should first seek their manager's leave before making such an arrangement.

- 6.5 Employees identified in 6.1 will not enter any other work location for which they are not elected on Union or consultative committee business unless the delegate first receives the permission of the relevant manager for that area.
- 6.6 Prior to leaving the immediate work location, any employee identified in 6.1 above, must provide to their manager information regarding the purpose for their departure, the estimated time of absence and telephone contact if practicable. Immediately upon their return from Union or consultative committee business they will inform their manager their time of arrival and departure from the location where they were required.
- 6.7 Failure of an employee identified in 6.1 to meet the above provision will result in the employee concerned forfeiting the right to pay for the period of such absence.
- 6.8 Managers will not unreasonably withhold permission for employees identified in 6.1 above to attend to bona fide matters or issues affecting the legitimate industrial interests of the members they are elected to represent.

In the same spirit, these employees should observe the above procedures and recognise the need to balance their absence from the job on Union or consultative committee business with the requirement for acceptable work performance.

- 6.9 Subject to the provisions of the *Industrial Relations Act* 1996 (NSW), the opportunity is open for Union officials, delegates or employee representatives (in the defined area so elected) to approach employees at work in respect to enrolment of Union membership.
- 6.10 For the purposes of this clause the employees identified in 6.1 will not include Committee of Management, Executive member, member of a Union governing body, Workplace, Divisional or Regional Delegates Committees members of the Union or Consultative Committee equivalents.
- 6.11 Whilst it is recognised that Committee of Management, Executive or other union governing body members, or their Consultative Committee equivalents are not confined to the specific provisions contained herein it is understood that these provision will have general application excluding the requirement of 6.1 concerning the area of operation.
- 6.12 The application of the provision contained herein will apply to members of Workplace Delegates Committees, Divisional Delegates Committee and Regional Committees of the Union within their respective areas of operation.
- 6.13 In exercising these rights the members identified in the clauses above will not harass or hinder Employer's employees or employees in the performance of their work.
- 6.14 Employees identified in 6.1 above will be granted up to two days paid leave per annum to attend an annual Union conference. Any leave granted under this provision will be deducted from the employee's entitlement under clause 30 of the Award - (Trade Union Training leave).

## **7 Health and Safety**

All parties to this agreement are committed to ensuring safety in the workplace and that safe systems of work are implemented and adhered to. 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.

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.

Sydney Water is responsible for ensuring a safe work environment. Sydney Water in consultation with its employees will apply a risk management approach to Health and Safety. Sydney Water will hold its managers

accountable for the implementation of safe systems of work and the development and continuous improvement of safe work practices and the provision of safety training.

Employees will co-operate with the employer by following safe systems of work and supporting OHS&R initiatives. Employees and their Unions will support and implement all systems designed to achieve a no injuries outcome.

## **8 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.

## **9 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 interest 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. Salary sacrifice arrangements may be entered into provided there is no excessive administration burden on the organisation. This will be determined by the General Manager, People & Quality.

## **10 Flexible Work Arrangements**

- 10.1 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.
- 10.2 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.
- 10.3 Employee's 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.
- 10.4 In the case of employees who work 35 hours per week the average hours to be worked under a Flexible Work 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.

- 10.5 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.
- 10.6 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..
- 10.7 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.
- 10.8 Employees working under a Flexible Work Arrangement do not have access to other existing provisions relating to rostered time off work.
- 10.9 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.
- 10.10 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.

**11 Recreation Leave**

Management, employees and their Unions will support Sydney Water in ensuring that the current year's accumulation is taken.

**12 Long Service Leave - Casual Service**

- 12.1 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.

- 12.2 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:

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

- 12.3 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 12.2 above.

**13. 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 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 Sydney Water.

#### 14. Rates of Pay

The rates of pay contained in Schedules A and B are effective from 1 July 2003.

#### 15. Review of Agreement

The parties agree to review the operation of this Agreement three months prior to the expiry of this Agreement.

### SCHEDULE A

Employees subject to Clause 13 - Provision for Roll-up of Recreation Leave Loading (employees previously covered by the Sydney Water Holding Company Enterprise Agreement 1997)

Pay Point	Hourly Rate	Hours /Week	Weekly Rate	Annual Rate
IPS 1	12.1051	35	423.68	22,116
IPS 2	12.6813	35	443.85	23,169
IPS 3	13.2583	35	464.04	24,223
IPS 4	13.9044	35	486.65	25,403
IPS 5	14.5497	35	509.24	26,582
IPS 6	15.3834	35	538.42	28,105
IPS 7	16.2171	35	567.60	29,629
IPS 8	16.5553	35	579.43	30,246
IPS 9	16.8926	35	591.24	30,863
IPS 10	17.6007	35	616.02	32,156
IPS 11	18.0901	35	633.15	33,051
IPS 12	18.5795	35	650.28	33,945
IPS 13	18.9797	35	664.29	34,676
IPS 14	19.3806	35	678.32	35,408
IPS 15	19.7172	35	690.10	36,023
IPS 16	20.0539	35	701.88	36,638
IPS 17	20.4044	35	714.15	37,279
IPS 18	20.7542	35	726.40	37,918
IPS 19	21.1179	35	739.13	38,582
IPS 20	21.4825	35	751.89	39,248
IPS 21	21.7182	35	760.14	39,679
IPS 22	21.9540	35	768.39	40,110
IPS 23	22.1975	35	776.91	40,555
IPS 24	22.4410	35	785.44	41,000
IPS 25	22.6892	35	794.12	41,453
IPS 26	22.9374	35	802.81	41,907
IPS 27	23.1926	35	811.74	42,373
IPS 28	23.4477	35	820.67	42,839
IPS 29	23.6688	35	828.41	43,243



IPS 30	23.8898	35	836.14	43,647
IPS 31	24.1170	35	844.10	44,062
IPS 32	24.3435	35	852.02	44,476
IPS 33	24.5731	35	860.06	44,895
IPS 34	24.8026	35	868.09	45,314
IPS 35	25.0376	35	876.32	45,744
IPS 36	25.2734	35	884.57	46,175
IPS 37	25.5131	35	892.96	46,612
IPS 38	25.7535	35	901.37	47,052
IPS 39	25.9986	35	909.95	47,499
IPS 40	26.2429	35	918.50	47,946
IPS 41	26.4934	35	927.27	48,403
IPS 42	26.7431	35	936.01	48,860
IPS 43	26.9983	35	944.94	49,326
IPS 44	27.2519	35	953.82	49,789
IPS 45	27.5117	35	962.91	50,264
IPS 46	27.7707	35	971.98	50,737
IPS 47	28.3020	35	990.57	51,708
IPS 48	28.8418	35	1009.46	52,694
IPS 49	29.3932	35	1028.76	53,701
IPS 50	29.9547	35	1048.42	54,727
IPS 51	30.5279	35	1068.48	55,774
IPS 52	31.1134	35	1088.97	56,844
IPS 53	31.7106	35	1109.87	57,935
IPS 54	32.3194	35	1131.18	59,048
IPS 55	32.9399	35	1152.90	60,181
IPS 56	33.5712	35	1174.99	61,335
IPS 57	34.2180	35	1197.63	62,516
IPS 58	34.8733	35	1220.70	63,721
IPS 59	35.5481	35	1244.18	64,946
IPS 60	36.2353	35	1268.23	66,202
IPS 61	36.9341	35	1292.69	67,479
IPS 62	37.6460	35	1317.61	68,779
IPS 63	38.3743	35	1343.10	70,110
IPS 64	39.1157	35	1369.05	71,464
IPS 65	39.8719	35	1395.52	72,846
IPS 66	40.6459	35	1422.61	74,260
IPS 67	41.4324	35	1450.13	75,697
IPS 68	42.2351	35	1478.23	77,163
IPS 69	43.0548	35	1506.92	78,661
IPS 70	43.8893	35	1536.13	80,186
IPS 71	44.7425	35	1565.99	81,744
IPS 72	45.6103	35	1596.36	83,330
IPS 73	46.4976	35	1627.42	84,951
IPS 74	47.4019	35	1659.07	86,603
IPS75	48.3240	35	1691.34	88,288
IPS 76	49.2656	35	1724.30	90,008.

### SCHEDULE B

All other employees not covered by Schedule A above.

Pay Point	Hourly Rate	Hours /Week	Weekly Rate	Annual Rate
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IPS 1	11.9438	35	418.03	21,821
IPS 2	12.5124	35	437.93	22,860
IPS 3	13.0817	35	457.86	23,900
IPS 4	13.7192	35	480.17	25,065
IPS 5	14.3559	35	502.45	26,228
IPS 6	15.1785	35	531.25	27,731
IPS 7	16.0011	35	560.04	29,234
IPS 8	16.3347	35	571.72	29,844
IPS 9	16.6676	35	583.37	30,452
IPS 10	17.3663	35	607.82	31,728
IPS 11	17.8492	35	624.72	32,610
IPS 12	18.3320	35	641.62	33,493
IPS 13	18.7269	35	655.44	34,214
IPS 14	19.1225	35	669.29	34,937
IPS 15	19.4546	35	680.91	35,544
IPS 16	19.7867	35	692.54	36,150
IPS 17	20.1326	35	704.64	36,782
IPS 18	20.4777	35	716.72	37,413
IPS 19	20.8366	35	729.28	38,069
IPS 20	21.1963	35	741.87	38,726
IPS 21	21.4289	35	750.01	39,151
IPS 22	21.6616	35	758.15	39,576
IPS 23	21.9018	35	766.56	40,015
IPS 24	22.1421	35	774.97	40,454
IPS 25	22.3870	35	783.55	40,901
IPS 26	22.6319	35	792.12	41,348
IPS 27	22.8836	35	800.93	41,808
IPS 28	23.1354	35	809.74	42,268
IPS 29	23.3535	35	817.37	42,667
IPS 30	23.5716	35	825.01	43,065
IPS 31	23.7958	35	832.85	43,475
IPS 32	24.0192	35	840.67	43,883
IPS 33	24.2458	35	848.60	44,297
IPS 34	24.4723	35	856.53	44,711
IPS 35	24.7041	35	864.64	45,134
IPS 36	24.9368	35	872.79	45,559
IPS 37	25.1732	35	881.06	45,991
IPS 38	25.4104	35	889.37	46,425
IPS 39	25.6523	35	897.83	46,867
IPS 40	25.8933	35	906.27	47,307
IPS 41	26.1405	35	914.92	47,759
IPS 42	26.3869	35	923.54	48,209
IPS 43	26.6387	35	932.35	48,669
IPS 44	26.8889	35	941.11	49,126
IPS 45	27.1452	35	950.08	49,594
IPS 46	27.4008	35	959.03	50,061
IPS 47	27.9250	35	977.38	51,019
IPS 48	28.4576	35	996.02	51,992
IPS 49	29.0017	35	1015.06	52,986
IPS 50	29.5557	35	1034.45	53,998
IPS 51	30.1212	35	1054.24	55,032
IPS 52	30.6990	35	1074.47	56,087
IPS 53	31.2882	35	1095.09	57,164

IPS 54	31.8889	35	1116.11	58,261
IPS 55	32.5011	35	1137.54	59,380
IPS 56	33.1240	35	1159.34	60,518
IPS 57	33.7622	35	1181.68	61,684
IPS 58	34.4127	35	1204.44	62,872
IPS 59	35.0746	35	1227.61	64,081
IPS 60	35.7526	35	1251.34	65,320
IPS 61	36.4421	35	1275.47	66,580
IPS 62	37.1446	35	1300.06	67,863
IPS 63	37.8631	35	1325.21	69,176
IPS 64	38.5947	35	1350.81	70,513
IPS 65	39.3408	35	1376.93	71,876
IPS 66	40.1045	35	1403.66	73,271
IPS 67	40.8805	35	1430.82	74,689
IPS 68	41.6725	35	1458.54	76,136
IPS 69	42.4814	35	1486.85	77,613
IPS 70	43.3047	35	1515.67	79,118
IPS 71	44.1465	35	1545.13	80,656
IPS 72	45.0028	35	1575.10	82,220
IPS 73	45.8782	35	1605.74	83,820
IPS 74	46.7705	35	1636.97	85,450
IPS 75	47.6803	35	1668.81	87,112
IPS 76	48.6094	35	1701.33	88,809

Signed for and on behalf of Sydney Water Corporation  
By

\_\_\_\_\_

Managing Director

\_\_\_\_\_

In the presence of

\_\_\_\_\_

Dated

Signed for and on behalf of the Australian  
Services Union By

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

In the presence of

\_\_\_\_\_

Dated.

Signed for and on behalf of the Automotive, Metals,  
Food, Engineering Printing and Kindred Industries  
Union By

\_\_\_\_\_

Name

\_\_\_\_\_

Title

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In the presence of

\_\_\_\_\_

Dated

Signed for and on behalf of the Electrical Trades Union  
By

Name

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Title

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In the presence of

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Dated

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