

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/61

TITLE: Sydney Water Holding Company Enterprise Agreement 1997

I.R.C. NO: 98/189

DATE APPROVED/COMMENCEMENT: 30 January 1998

TERM: Expires 31 March 1999

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees engaged in the Holding Company of Sydney Water Corporation Limited covered by the Sydney Water Board Award except for Senior Managers (Contract Employees)

PARTIES: Sydney Water Corporation Limited -&- Australian Services Union of N.S.W and Electrical Trades Union of Australia, New South Wales Branch



**SYDNEY WATER
HOLDING COMPANY**

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT

(1997)

1. Title

This Agreement will be known as the Sydney Water, Holding Company Enterprise Agreement, 1997.

2. Arrangement

1. Title
2. Arrangement
3. Definitions
4. Parties Bound/Application/Operations
5. Relationship with Existing Award
6. Statement of Intent
7. Leave loading
8. Flexible Work arrangements.
9. Performance Agreements
10. Development of a Competency Based Graduate Program
11. Organisational Performance Model
12. Pay Increases
13. Implementation Committee
14. Job Security
15. No Extra Claims



3. Definitions

"AWARD" means Sydney Water Award, 1994.

"Parties" means Sydney Water Holding Company, the Australian Services Union of NSW, and the Electrical Trades Union of Australia, NSW Branch.

4. Parties Bound/Application/Operations

This Agreement is made between Sydney Water Corporation Limited and the Australian Services Union of NSW, and the Electrical Trades Union of Australia, NSW Branch and covers all employees engaged in the Holding Company of Sydney Water Corporation Limited covered by the Sydney Water Award 1994 except for Senior Managers (Contract Employees)

This agreement will take effect from the date of registration and will remain in place until 31 March, 1999.

5. Relationship with Existing Award

This agreement will be read and interpreted in conjunction with the Award.

In the event of any inconsistency between the Award and this Agreement, the Agreement will prevail to the extent of the inconsistency, provided that clause 5.5 Performance Payments shall not apply whilst this agreement remains in force.

Registered
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6. Statement of Intent

This agreement aims to increase the productivity of the Holding Company and to provide greater flexibility to employees.

The agreement will achieve these aims by ;

- Providing a focus on the achievement of business objectives through the use of performance management agreements.
- Enabling employees to be rewarded for improvements in organisational performance.
- Enabling employees to enter into more flexible work arrangements with the agreement of their manager.

7. Recreation Leave Loading

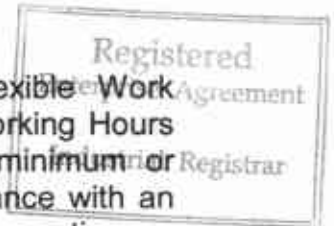
The parties agree to roll up recreation leave loading into the rates of pay by increasing pay by 1.35%.

The new arrangements and rates of pay in lieu of leave loading are to be implemented effective from the first pay period commencing on or after 1 December 1998. After 1 December, 1998 no loading will be payable.

8. Flexible Work Arrangements

8.1 Holding Company 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 can not be imposed by an employee's manager.

- 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 provisions 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 Employees working under a Flexible Work Arrangement do not have access to other existing provisions relating to rostered time off work.
- 8.9 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.



- 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. Performance Agreements

- 9.1 It is the intention of the parties that all employees in the Holding Company will have a performance agreement in accordance with this clause by 28 February, 1998.

- 9.2 The performance management system used for all employees in the Holding Company will be the system prescribed in the award for employees classified at pay point 57 and above.

- 9.3 A pay increase of 1.5% is available only if 95% of all employees covered by this agreement who have a performance agreement in place have satisfactory performance against their performance agreement. This indicator will be monitored through the life of the agreement and will be measured on 1 December, 1998.

Satisfactory performance of an employee will be determined by the individual's manager following performance reviews with the employee and will be based upon the achievement of the agreed performance outcomes contained within the relevant performance agreement.

Performance agreements may be team based where the relevant manager considers such an approach is appropriate.

- 9.4 In circumstances such as the Redeployment Work Program, performance may be assessed against project briefs/plans for significant projects. This may also be on an individual or team basis.

10. Development of a Competency Based Graduate Program

The parties agree to develop a program for graduates who are employed by the Holding Company to participate in the program. The program will include the development of appropriate competencies, a system for competency assessment and a process for progression.

The graduate system developed may replace the existing progression system in the award provided any new system introduced is agreed between the parties and does not on balance provide a net detriment to those covered by its terms when compared with the system under the Award .

It is intended that a graduate program will be developed by the end of January, 1998 with implementation to coincide with the 1998 graduate intake.



11. Organisational Performance Model

The Organisational Performance Model measures the performance of Sydney Water's Core Subsidiary businesses and recognises a contribution of the Holding Company employees in the success of these businesses.

The following formula will be used to determine any pay increase to be paid to Holding Company employees under the Organisational Performance Model.

$$\frac{\begin{array}{l} \text{Actual Outcome of TransWater} \\ \text{at risk payments under the} \\ \text{TransWater Enterprise Agreement} \\ \text{1997} \end{array} + \begin{array}{l} \text{Actual Outcome of Utilities} \\ \text{at risk payments under the} \\ \text{Utilities Enterprise Agreement} \\ \text{1997} \end{array}}{2} \times 0.5555$$

= **Payment to be made to Holding Company employees.**

The maximum Payment to the Holding Company Employees under the Organisational Performance Model is 2.5%. The amount to be paid will be rounded to the nearest two decimal points.

12. Pay Increases

Increases to the rates of pay will be available as follows:

- 12.1 A first increase of 3.5% will be paid from 8th December, 1997. See schedule 1 for details.
- 12.2 A second increase of up to 2.5% will be paid effective from the pay period ending 29 August, 1998 based upon the Organisational Performance Model detailed in clause 11 of this agreement. A further fixed payment of 0.5% will be paid at this time. A maximum payment at this time will be 3.0%.
- 12.3 A third increase of 1.5% will be paid effective from the first pay period in December, 1998 if the requirements under clause 9.3 of this agreement are met.

12.4 The maximum pay increase available under this agreement, excluding the roll up of leave loading, is 8%.



13. Implementation Committee

There will be an implementation committee chaired by the Manager Corporate Human Resources and including two management representatives of the Holding Company, the Assistant Secretary, Water representing the Australian Services Union of NSW, the Industrial Officer representing the Association of Professional Engineers, Scientists and Managers Australia, and a representative from the Electrical Trades Union of Australia, NSW Branch.

The implementation committee will meet in August, 1998 to determine the amount of pay increase to be paid in accordance with the Organisational Performance Model in clause 11 of this agreement.

The Implementation Committee will also review the number of performance agreements in place as at 1 December, 1998 to determine the performance requirement to apply in relation to Clause 9.3.

The Implementation committee will meet as required to monitor the implementation of this agreement.

14. Job Security

If there is a need to reduce staff as a result of the continuing change and development of the Holding Company, the Holding Company is committed to redeployment, retraining and voluntary redundancy where possible.

15. No Extra Claims

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

Signed for and on behalf of
**Sydney Water
Corporation Ltd**



by

Handwritten signature of Ian Pike in cursive.

.....
IAN PIKE A/MANAGER Corporate
HUMAN RESOURCES

in the presence of

Handwritten signature of Dawn Sykes in cursive.

dated

.....
13.1.98

Signed for and on behalf of the
**Australian Services Union,
New South Wales Branch**
NSW BRANCH. DS

by

Handwritten signature of Alison Peters in cursive.

in the presence of

Handwritten signature of Dawn Sykes in cursive.

dated

.....
15/1/98

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

by

.....
Brenda Woodruff, History Secretary

in the presence of

Handwritten signature of Gwen Ball in cursive.

.....
GWEN BALL, INDUSTRIAL OFFICER

dated

.....
16-1-98

SCHEDULE 1

RATES OF PAY AS AT 8 DECEMBER 1997

PAY POINT	HOURLY RATE \$
1	9.4754
2	9.9265
3	10.3781
4	10.8838
5	11.3889
6	12.0415
7	12.6942
8	12.9588
9	13.2229
10	13.7772
11	14.1603
12	14.5433
13	14.8566
14	15.1705
15	15.4339
16	15.6974
17	15.9718
18	16.2456
19	16.5303
20	16.8157
21	17.0002
22	17.1848
23	17.3754
24	17.5660
25	17.7603
26	17.9545
27	18.1543
28	18.3540
29	18.5270
30	18.7000
31	18.8779
32	19.0552
33	19.2349
34	19.4146
35	19.5985
36	19.7831
37	19.9707
38	20.1589
39	20.3507



40	20.5419
41	20.7380
42	20.9335
43	21.1333
44	21.3318
45	21.5351
46	21.7379
47	22.1538
48	22.5763
49	23.0079
50	23.4475
51	23.8961
52	24.3544
53	24.8219
54	25.2985
55	25.7841
56	26.2783
57	26.7846
58	27.3006
59	27.8258
60	28.3636
61	28.9106
62	29.4679
63	30.0380
64	30.6184
65	31.2103
66	31.8161
67	32.4317
68	33.0600
69	33.7017
70	34.3550
71	35.0228
72	35.7021
73	36.3966
74	37.1044
75	37.8263
76	38.5633

