

**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

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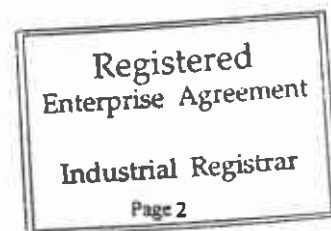
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Sydney Water Corporation and ASU

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.

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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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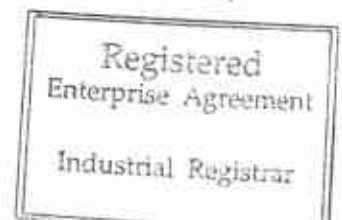
IPS 42	22.6259	35	791.91	\$41,337
IPS 43	22.8418	35	799.46	\$41,732
IPS 44	23.0563	35	806.97	\$42,124
IPS 45	23.2761	35	814.66	\$42,526
IPS 46	23.4953	35	822.34	\$42,926
IPS 47	23.9448	35	838.07	\$43,747
IPS 48	24.4015	35	854.05	\$44,581
IPS 49	24.8680	35	870.38	\$45,434
IPS 50	25.3431	35	887.01	\$46,302
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

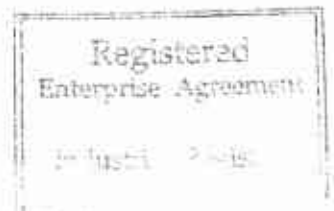
<i>Pay Point</i>	<i>Hourly Rate</i>	<i>Hours / Week</i>	<i>Weekly Rate</i>	<i>Annual Rate</i>
IPS 1	10.0017	35	350.06	\$18,273
IPS 2	10.4779	35	366.73	\$19,143
IPS 3	10.9546	35	383.41	\$20,014
IPS 4	11.4884	35	402.09	\$20,989
IPS 5	12.0216	35	420.76	\$21,963
IPS 6	12.7104	35	444.86	\$23,222
IPS 7	13.3993	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



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



IPS 41	22.1160	35	774.06	\$40,406
IPS 42	22.3245	35	781.36	\$40,787
IPS 43	22.5375	35	788.81	\$41,176
IPS 44	22.7492	35	796.22	\$41,563
IPS 45	22.9661	35	803.81	\$41,959
IPS 46	23.1823	35	811.38	\$42,354
IPS 47	23.6258	35	826.90	\$43,164
IPS 48	24.0764	35	842.67	\$43,988
IPS 49	24.5368	35	858.79	\$44,829
IPS 50	25.0055	35	875.19	\$45,685
IPS 51	25.4839	35	891.94	\$46,559
IPS 52	25.9727	35	909.05	\$47,452
IPS 53	26.4713	35	926.49	\$48,363
IPS 54	26.9795	35	944.28	\$49,292
IPS 55	27.4974	35	962.41	\$50,238
IPS 56	28.0244	35	980.86	\$51,201
IPS 57	28.5644	35	999.75	\$52,187
IPS 58	29.1147	35	1019.01	\$53,193
IPS 59	29.6747	35	1038.61	\$54,216
IPS 60	30.2483	35	1058.69	\$55,264
IPS 61	30.8317	35	1079.11	\$56,329
IPS 62	31.4260	35	1099.91	\$57,415
IPS 63	32.0339	35	1121.19	\$58,526
IPS 64	32.6529	35	1142.85	\$59,657
IPS 65	33.2841	35	1164.94	\$60,810
IPS 66	33.9302	35	1187.56	\$61,991
IPS 67	34.5867	35	1210.54	\$63,190
IPS 68	35.2568	35	1233.99	\$64,414
IPS 69	35.9411	35	1257.94	\$65,664
IPS 70	36.6378	35	1282.32	\$66,937
IPS 71	37.3500	35	1307.25	\$68,238
IPS 72	38.0744	35	1332.60	\$69,562
IPS 73	38.8151	35	1358.53	\$70,915
IPS 74	39.5700	35	1384.95	\$72,294
IPS 75	40.3397	35	1411.89	\$73,701
IPS 76	41.1257	35	1439.40	\$75,137

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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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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.