

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/59

**TITLE:** Hunter Water Corporation Employees' Enterprise Agreement 2001

**I.R.C. NO:** 2001/8410

**DATE APPROVED/COMMENCEMENT:** 1 February 2002/1 June 2001

**TERM:** 31 May 2003

**NEW AGREEMENT OR  
VARIATION:** New Replaces EA99/77

**GAZETTAL REFERENCE:** 5 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 28

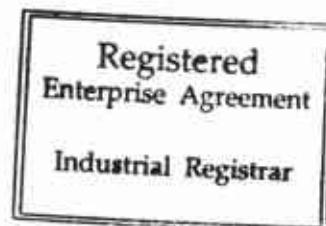
**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees covered by the Hunter Water Corporation Employees (State) Award 1999 and Hunter Water Corporation (Operations) Employees Agreement 1999

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





# **ENTERPRISE AGREEMENT**



**Hunter Water Corporation  
Employees'  
Enterprise Agreement  
2001**

# ENTERPRISE AGREEMENT

## ARRANGEMENT

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## 1. PARTIES TO THE AGREEMENT

This Agreement is made pursuant to Part 2 of Chapter 2 of the Industrial Relations Act 1996 between Hunter Water Corporation (HWC) - an Enterprise employer and the following industrial organisations of employees

- (i) Australian Services Union of NSW (ASU).
- (ii) Electrical Trades Union of Australia NSW Branch (ETU)
- (iii) Automotive Food, Metals, Engineering, Printing & Kindred Industries Union (AMWU)
- (iv) Construction Forestry Mining and Energy Union (CFMEU)

## 2. ENTERPRISE

The Enterprise subject to this Agreement is the Hunter Water Corporation working out from 426 to 432 King Street, Newcastle West.

## 3. TRADES AND OCCUPATIONS

The Trades and Occupations subject to this Agreement are all classifications as prescribed by Schedules B1 and B2 of this Agreement.

## 4. PAY RATES

Rates of pay and allowances shall be increased as set out in Schedule A of this Agreement.



Schedule A details increases in rates of pay and allowances/special rates to apply for the period commencing from 1 June 2001 to the expiration of the nominal term of the Agreement on 31 May 2003. No further pay claim can be made for the duration of the nominal term of the Agreement. Notwithstanding this, it is agreed the Unions will provide the Corporation with their log of claims for the next Enterprise Agreement three (3) months prior to the nominal expiry date of this agreement. This log of claims will be provided to the Industrial Relations Commission. The parties agree to conduct negotiations with the assistance of the Industrial Relations Commission through scheduled conferences if necessary and commit to finalising that agreement prior to the 31 May 2003.

## 5. COMMITMENT TO ESSENTIAL SERVICES

The parties are committed to ensure **public safety and health** at all times. In the event of any industrial action this commitment will be maintained.

This agreement outlines the occurrences that the parties are committed to act on in a **dispute situation** to achieve the **customer, health and environmental protection requirements** that the Corporation is obliged to fulfil under both its Operating Licence and other legislation.

These are essentially the minimum requirements to maintain **public health** by access to water and sewerage services and to **protect the environment**.

Notwithstanding the specific water / wastewater failures outlined in **Annexure A** all parties agree to act upon:-

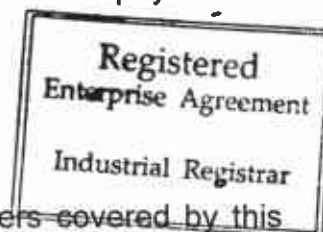
- ◆ Any Hunter Water asset failure which has the potential to create a **safety risk** or **traffic risk** to the public.
- ◆ Any Hunter Water incident (eg trade waste spill) which has the potential to create a **safety risk** or **traffic risk** to the public will be attended.

Hunter Water management will assess the reported problem and if it falls within the agreed essential services outlined in Annexure A, then it will be referred to the relevant personnel for action. In the event of dispute, normal dispute resolution procedures will apply.

Annexure A will remain in force until 31 May 2003 being the nominal expiry date of this agreement.

## 6. DISPUTES PROCEDURE

- (a) If a question, dispute or difficulty arises in respect to ~~matters covered by this Agreement~~ either party may require the issues in dispute be advised in writing.
- (b) A reasonable period of time shall be allowed for discussion to take place in an attempt to resolve the dispute.
- (c) If the matter is not resolved between representatives of the HWC and the employees the matter shall be notified to the Industrial Relations Commission of NSW for resolution in accordance with the Act. This notification may be given by either party at any stage of the negotiation process.
- (d) Whilst this procedure is being followed, normal work must continue.
- (e) The procedure for resolving a dispute will be impartial, fair and non-discriminatory in accordance with anti-discrimination law.



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## **7. TERM OF THIS AGREEMENT**

This Agreement shall operate from 1 June 2001 and remain in force thereafter for a period of two (2) years.

It shall be binding on the HWC, its employees and the ASU, ETU, AMWU and CFMEU.

## **8. SCOPE OF AGREEMENT**

This agreement shall be read in conjunction with :-

- (i) the Hunter Water Corporation Employees (State) Award 1999 (as varied on 8 June 2001)
- (ii) the Hunter Water Corporation (Operations) Employees' Agreement 1999,

provided that where inconsistency occurs, this agreement shall prevail to the extent of that inconsistency.

This is a voluntary agreement and was not entered into under duress by any party to it.



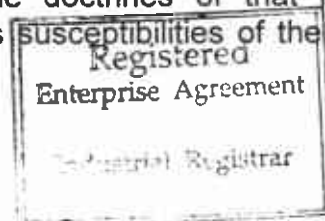
## 9. ANTI-DISCRIMINATION

- (1) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."



## ESSENTIAL SERVICES AGREEMENT

The parties are committed to ensure **public safety** and **health** at all times. In the event of any industrial action this commitment will be maintained.

This agreement outlines the occurrences that the parties are committed to act on in a **dispute situation** to achieve the **customer, health and environmental protection requirements** that the Corporation is obliged to fulfil under both its Operating Licence and other legislation.

These are essentially the minimum requirements to maintain **public health** by access to water and sewerage services and to **protect the environment**.

Notwithstanding the specific water / wastewater failures outlined below all parties agree to act upon:-

- ◆ Any Hunter Water asset failure which has the potential to create a **safety risk** or **traffic risk** to the public.
- ◆ Any Hunter Water incident (eg trade waste spill) which has the potential to create a **safety risk** or **traffic risk** to the public, will be attended.

Hunter Water management will assess the reported problem and if it falls within the agreed essential services below then it will be referred to the relevant personnel for action. In the event of dispute, normal dispute resolution procedures will apply.

### A WATER

#### A1 WATER TREATMENT PLANTS – CRITICAL COMPONENTS

1. Coagulant and pH correction dosing equipment (excluding fluorides):
  - not critical if have backup equipment.
2. Disinfection equipment failure:
  - even if have backup.
3. Cumulative filter failure, loss of PLC Control, loss of power to treatment facilities:
  - if it affects process;
  - critical if reach point where demand exceeds supply capacity – need one (1) filter capacity above predicted demand.





## A2 DISTRIBUTION SYSTEM - CRITICAL COMPONENTS

1. Secondary disinfection equipment, if not working.
2. It is critical to respond to any incident defined as a '*Significant Health Incident*' in the Incident Response Workbook as required by the Health Department of NSW.
3. Any asset failure that impacts on continuity to schools, hospitals or dialysis patients or a drop in pressure that impacts on their ability to function normally.
4. Any Hunter Water Asset failure that results in a discontinuity which covers a significant health incident to any customer (except services).

## B WASTEWATER

### B1 WASTEWATER TREATMENT - CRITICAL COMPONENTS

1. Failure of any asset that has potential to lead to effluent quality that has an unacceptable environmental or customer impact and, therefore, breaches the EPA Licence. (NB: This will differ from plant to plant.)

#### *Examples:*

- Sludge build up in the process can lead to effluent quality failures.
  - Inlet screen block up can lead to by-pass of inlet works.
  - Multiple pump (RAS or primary or secondary pumps) failures can lead to overflows or affects on effluent quality failures.
2. Disinfection equipment operational where no by-pass to ponds exists.
  3. Loss of PLC control at treatment works where manual override is not available.
  4. Loss of power to a wastewater treatment facility if full flow cannot be treated.

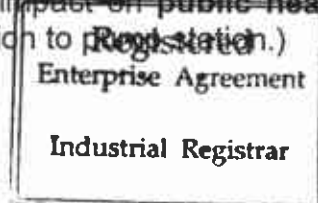
### B2 WASTEWATER TRANSPORTATION SYSTEM - CRITICAL COMPONENTS

1. Failure of multiple components at Wastewater Pump Stations (WWPS) has potential to lead to effluent overflow into recreational waters, ~~impact on public health~~ and the environment. (NB: This will differ from pump station to pump station.)

2. Loss of PLC control at WWPS.
3. Loss of power at WWPS.
4. Rising main failures.

NB: 1 to 4 above applies where tankers are unavailable and / or cannot cope with flow.

5. Sewermain choke that results in surcharge (excludes branch and shaft chokes) as defined in B2 (1).



## **SCHEDULE A**

### **ADJUSTMENTS TO PAY RATES**

1. (a) Salaries  
(As detailed in Schedule B1 attached) – Part 1 Salary Structure A  
Part 2 Salary Structure B
- (b) Wages  
(As detailed in Schedule B2 attached).
2. Allowances  
(As detailed in Schedule C attached).
3. The pay rates and allowances referred to in 1 and 2 above are inclusive of the 4% increase effective from 1 June 2001.
4. Rates of pay and allowances in 1 & 2 above will be increased by 4% from 1 June 2002.
5. Any Classification not listed in Schedules B1 and B2 (other than those on individual contract arrangements) shall be increased by the amounts as set out above.

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## SCHEDULE B1 – Part 1

### Salary Structure A

SALARY POINT	SALARY @ 1/6/01	SALARY @ 1/06/02	POSITIONS
1	20,274	21,085	Entry Level Clerical Officer <18 years of age
2	21,722	22,591	
3	23,170	24,097	
4	24,619	25,604	Trainee Finance Officer Trainee Employee Services Officer Trainee Audit Officer Entry Level Clerical Officer >18 years of age
5	26,067	27,110	Trainee Information Systems Level 1 Cadet Engineer Level 1
6	27,515	28,616	
7	28,963	30,122	Records Clerk
8	30,412	31,628	Finance Officer Level 1 Employee Services Officer Level 1 Audit Officer Level 1 Support Group Officer Level 1 Call Centre Officer Level 1 Customer Centre Officer Level 1 Operations Administrative Officer Data Entry Meter Reader
9	31,859	33,133	Switchboard Operator - Call Centre Revenue Recovery Officer Trainee Information Systems Level 2 Cadet Engineer Level 2
10	33,308	34,640	Information Systems Support Officer
11	34,756	36,146	Entry Level Technical Officer Cadet Engineer Level 3
12	36,204	37,652	Accounts Receivable Co-ordinator Plan Services Officer <b>Procurement / Fleet / Accounts Payable Officer</b> Library Assistant Property Management Officer Support Group Officer Level 2 Administrative Assistant Legal & Risk Management Services Call Centre Officer Level 2 Customer Centre Officer Level 2 Urban Development Officer Operations Contracts Administrative Officer
13	37,652	39,158	Employee Services Officer Level 2 Finance Officer Level 2 Economist Corporate Planning Pricing Officer Audit Accountant

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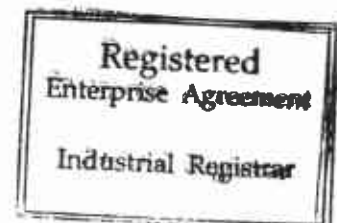
SALARY POINT	SALARY @ 1/6/01	SALARY @ 1/06/02	POSITIONS
			Systems Administrator Information Support Level 1
			Payroll Co-ordinator
			Sewer Surcharge Strategic Operations Officer
			Administrative Assistant Secretariat
			Administrative Assistant Contracts
			Information Resource Assistant
			Secretary (Business Unit Manager)
14	39,101	40,665	Supply Officer Operations
			Assets Information Officer
			Trainee Information Systems Level 3
15	40,549	42,171	Control Centre Operator
			Operational Issues Officer
			Contracts & Strategic Operations Support Officer
			Administrative Support Officer – Procurement/Fleet
			Senior Call Centre Officer
			Public Affairs Officer
16	41,997	43,677	Secretary (Executive)
			Team Leader Support Group
17	43,445	45,183	Customer Centre Manager Level 1
			Major Account Co-ordinator
			Finance Accountant (Modelling, Systems, Assets)
			Field Auditor
			Contract Co-ordinator Operations
18	44,894	46,690	Pollution Control Officer
			Contracts Officer, Plumbing (Operations)
			Real Estate Co-ordinator
			Systems Administrator Information Support Level 2
			Information Administrator
			Technical Officer Strategic Operations Level 1
			Contracts Administration Officer
			Fleet Service Co-ordinator Operations
			Compliance Officer Operations
			Information Systems Officer Help Desk
19	46,341	48,195	Finance Accountant (Corporate Reporting)
			Budget Accountant
			Manager Business Administration Operations
			Operations Accountant
20	47,790	49,702	Team Leader Help Desk
			Supervisor Plan Services
			Technical Officer Strategic Operations Level 2
			Maintenance Management Officer
			Technical Officer Planning
			Urban Development Engineering Officer
21	49,238	51,208	Contracts Inspector
			Information Systems Officer – Operations
			Systems Administrator – Accounting Systems



SALARY POINT	SALARY @ 1/06/01	SALARY @ 1/06/02	POSITIONS
			Systems Administrator MIMS
			Contracts/Field Supervisor Operations
			Public Affairs Co-ordinator
			Supply Manager Operations
			Environmental Scientist
			Manager Information Resource Centre
			Environmental/Trade-Waste Co-ordinator
22	50,686	52,713	Customer Centre Manager Level 2
			Manager Call Centre
			Personal Assistant to Managing Director
			Payroll/Employment Officer
			Human Resource Co-ordinator
			Policy Development Officer – Community Relations
			Technical Officer Mechanical
			Financial Analyst/Systems Accountant
23	52,134	54,220	Systems Engineer/Team Leader Operations
			Urban Development Administration Manager
			OHS Co-ordinator
			Environmental and Engineering Auditor
24	53,583	55,726	Telemetry Systems Officer Operations
			Occupational Health Nurse
25	55,031	57,232	Communication & Electronics Supervisor (EMM) Operations
			Field Supervisor (EMM) Operations
			Manager Administrative Support
			Contracts/Projects Officer Operations
			Contracts Officer
			Senior Audit Supervisor
			Catchment & Infrastructure Co-ordinator
			Projects Co-ordinator
26	56,479	58,738	Development Servicing Plans Co-ordinator
27	57,927	60,244	Assistant Secretary
			Field Supervisor (Civil) Operations
			Accountant Corporate Reporting
			Accountant Management Services
			Procurement/Fleet Manager
			Property Manager
28	59,375	61,750	Insurance & Legal Co-ordinator
			Science & Water Quality Officer
29	60,822	63,255	Information Systems Officer Operations - SNR
			Urban Development Engineering Manager
			Manager Contracts & Projects Operations
			Information Systems Officer Software Development - SNR
30	62,271	64,762	
31	63,719	66,268	Contracts Manager
32	65,167	67,774	
33	66,615	69,280	Manager Communication & Government Support
			Business Development & Pricing Officer



SALARY POINT	SALARY @ 1/06/01	SALARY @ 1/06/02	POSITIONS
34	68,064	70,787	Manager Customer Services
			Manager Compliance & Review
35	69,512	72,292	
36	70,960	73,798	
37	72,408	75,304	Manager Environmental Policy
			Team Leader Software Development
38	73,857	76,811	
39	75,304	78,316	
40	76,753	79,823	Technical Consultant Information Systems



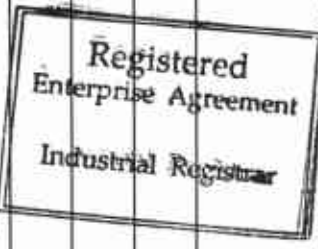
## SCHEDULE B1 – Part 2

### Salary Structure B Salary Rates including first 4% instalment Effective from 1 June 2001

Description	Year 1 \$	Year 2 \$	Year 3 \$	Year 4 \$	Year 5 \$	Year 6 \$	Year 7 \$	Year 8 \$	Year 9 \$	Year 10 \$
<b>General Scale:</b>										
Cadet	23,589	25,767	27,307	29,282	30,367	31,333	32,298	33,252	34,157	35,031
Administrative Officer	17,708	20,853	23,766	26,055	28,281	29,503	30,294	31,892	32,749	33,316
	34,143	35,458	36,832	38,579	39,872					
Technical Support Officer										
Senior Grade		35,836								
TOs, Architectural, Survey and/or Engineering Drafter and Engineering Surveyor										
C Grade	34,746	36,399	37,902	39,446	41,199					
B Grade	43,131	43,995	44,860	45,770	46,691	47,606				
Special Grade	49,123									
A Grade	50,214	50,938								
Inspector - Plumbing						49,077				
<b>Supervisor - Day Labour</b>										
Foreman										

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Description	Year 1 \$	Year 2 \$	Year 3 \$	Year 4 \$	Year 5 \$	Year 6 \$	Year 7 \$	Year 8 \$	Year 9 \$	Year 10 \$
Non Trade Maintenance	40,823	41,351	42,376							
Trade Group 1		43,158								
Inspector -										
Grade 2	48,493									
<b>Supervisor, or Specialist - Engineering Support:</b>										
Technical Officer, Architectural, Survey and/or Engineering Drafter and Engineering Surveyor										
Level 1	51,815	52,784								
Level 2	54,891									
<b>Graduate Scale</b>										
Graduate Architect, Chemist, Surveyor										
D Grade	35,413	36,615	38,777	40,880	42,980	45,286	47,401			
C Grade	49,493	51,837	53,956							
Special Grade	56,471	57,804	58,752							
<b>Administrative Supervisor/Professional Specialist Manager</b>										
Grade 1	41,207	41,945	42,753	43,608						
Grade 2	45,109	46,524	47,847	49,264						
Grade 3	51,137	52,898	54,546	56,670						





Description	Year 1 \$	Year 2 \$	Year 3 \$	Year 4 \$	Year 5 \$	Year 6 \$	Year 7 \$	Year 8 \$	Year 9 \$	Year 10 \$
Grade 7	75,070	76,456								
Secretary to Director			41,945							
<b>Computer Officer's Scale</b>										
Computer Systems Officer										
Grade 1	31,913 <u>Year 11</u> 42,753	32,471 <u>Year 12</u> 43,608	33,272	34,547	36,176	37,549	38,773	39,712	41,207	41,945
Grade 2	45,109	46,524	47,847	49,264	51,137	52,898	54,546			
Grade 3	56,670	57,911	60,003	61,821						
Grade 4	63,641	65,457								
<b>Miscellaneous</b>										
Chief Plumbing Inspector Senior Trade Waste	51,705									

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# SALARY STRUCTURE B

Salary Rates @ 1 June 2002  
Including second 4% instalment

Description	Year 1 \$	Year 2 \$	Year 3 \$	Year 4 \$	Year 5 \$	Year 6 \$	Year 7 \$	Year 8 \$	Year 9 \$	Year 10 \$
<b>General Scale:</b>										
Cadet	24,533	26,798	28,399	30,453	31,582	32,586	33,590	34,582	35,523	36,432
Administrative Officer	18,416 Year 11 35,509	21,687 Year 12 36,876	24,717 Year 13 38,305	27,097 Year 14 40,122	29,412 Year 15 41,467	30,683	31,506	33,168	34,059	34,649
Technical Support Officer										
Senior Grade		37,269								
TOs, Architectural, Survey and/or Engineering Drafter and Engineering Surveyor										
C Grade	36,136	37,855	39,418	41,024	42,847					
B Grade	44,856	45,755	46,654	47,601	48,559	49,510				
Special Grade	51,088									
A Grade	52,223	52,976								
Inspector - Plumbing						51,040				
<b>Supervisor - Day Labour</b>										
Foreman										

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