

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/136

**TITLE: Sydney Water Deep Ocean Outfall Sewage Treatment Plants
12-Hour Shift Work**

I.R.C. NO: IRC5/1277

DATE APPROVED/COMMENCEMENT: 22 March 2005 / 22 March 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 17 June 2005

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to Shiftwork Production Officer employees employed by Sydney Water Corporation, located at 115-123 Bathurst Street, Sydney NSW 2000, who fall within the coverage of the Sydney Water Award 2004 .

PARTIES: Sydney Water Corporation -&- the Australian Services Union of N.S.W.

SYDNEY WATER DEEP OCEAN OUTFALL SEWAGE TREATMENT PLANTS 12 HOUR SHIFT WORK ENTERPRISE AGREEMENT 2004

1. Title

This Agreement will be known as the Sydney Water Deep Ocean Outfall Sewage Treatment Plant 12 hour Shiftwork Agreement 2004.

2. Arrangement

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3. Definitions

"Award" means Sydney Water Award 2004.

"Parties," means Sydney Water Corporation and the Australian Services Union of New South Wales.

"Deep Ocean Outfall STPs" means collectively or singly Malabar Sewage Treatment Plant, North Head Sewage Treatment Plant and Bondi Sewage Treatment Plant.

4. Operation / Application / Parties Bound

- 4.1 This Agreement is made between Sydney Water Corporation and the Australian Services Union of New South Wales.
- 4.2 This Agreement covers all shiftwork Production Officer employees of the Deep Ocean Outfall STPs,
- 4.3 This Agreement will take effect from date of certification and remain in place for 36 months.
- 4.4 This Agreement shall regulate partially the terms and conditions of employment and will be read and interpreted in conjunction with the Sydney Water Award 2004.
- 4.5 In the event of any inconsistency between the Award and this Agreement, the Agreement will prevail to the extent of the inconsistency.

5. Statement of Intent

Shiftwork is focussed on monitoring, maintaining the operation of the plant and incident management.

6. Ordinary Hours

- 6.1 Ordinary working hours shall not exceed an average of thirty-five per week to be worked according to a shift roster mutually agreed between Sydney Water and the employees and each shift shall consist of not more than 12 ordinary hours to be worked on any days of the week, Sunday to Saturday inclusive.

Leave provisions, including accumulations will be based upon an hourly conversion of existing entitlements for 35 hour per week employees (except Maternity Leave and Additional Leave). i.e. Existing entitlements in days x 7 hours per day = entitlement in hours per leave year.

Eg.

Recreation Leave=	140 hours per leave year	
Sick Leave	140 hours per leave year	
Special Leaves	Entitlement in days x 7 hours per day	
Long Service leave=	Total available hours as per schedule	
	Leave on full pay	Leave on half pay
After 10 years	308 hours	616 hours
For each additional 10 yrs	763 hours	1526 hours

Note: For 12/12 shift workers substitute 76.3 hours for 10.9 days.

Workers Compensation payments shall be based upon the ordinary rate for working 35 hours with no loadings.

7. Recreation Leave

- 7.1 A recreation leave loading will be paid in accordance with Clause 19.2 of the Award and will be based on the employee's normal IPS rate plus loading as determined in 9.1.
- 7.2 Leave loading will be payable on the first occasion during a leave year where the employee is absent for two consecutive weeks and where the majority of paid leave taken is Recreation Leave.
- 7.3 Taking of Recreation Leave shall be in accordance with the award however the reference to 70 days for maximum accrual and deferral purposes shall be read as 490 hours. The minimum amount of leave allowed per leave taking will be four hours.
- 7.4 For the purposes of calculating Recreation Leave, any period in excess of 48 working hours during which an employee is on leave without pay will not be deemed to be included in any year of an employee's service except for employees referred to in Clause 18.1(f) of the Award.

8. Shift Structure

- 8.1 Shifts will be 12-hour duration. Members of each shiftwork team could be transferred between teams from time to time to meet business needs.
- 8.2 Each shift should have a minimum of three employees on duty up to a maximum of five. Wherever practicable, the number of employees on shift shall remain constant.
- 8.3 Extra staffing levels will be determined based upon work demands as determined by the team on an exception basis. Management will review this decision with the team when practicable, to enable resourcing guidelines to be developed or finetuned.

Where replacement staff are called, they will only work to meet requirements and not necessarily for a whole 12 hour period.

On day shifts Monday to Friday (excluding public holidays) where additional resources are required or where there are unplanned absences they will be initially resourced from day workers.

Production teams will provide a voluntary callout roster to cover unplanned absences and additional resourcing requirements.

There will be no payments in relation to the operation of the callout roster.

Callout may be drawn from either day work or shiftwork Production Officers.

8.4 Shift hours shall consist of 12 consecutive hours to be worked between the spread of 7.00am to 7.00pm and 7.00pm to 7.00am.

8.5 Bondi STP Interim Arrangements during RIAMP:

During the Reliability Improvement and Modification Programme (RIAMP) Bondi STP will have 5 shift teams, each consisting of 6 employees.

On an 8 week rotating cycle, 1 team will work daywork and 4 teams will work shift. Each member of the daywork team will work hours as negotiated to meet business needs between Monday to Friday.

Shifts will be 12 hours duration. Each shift should have a minimum of four employees on duty. Wherever practicable, the number of employees on shift shall remain constant.

Shift arrangements will be as per clauses 8.3 and 8.4.

When RIAMP makes the plant capable of operating with a minimum of three employees, three months notice will be given and then the four shift pattern will apply, as per clauses 8.1 to 8.4 inclusive.

8.6 Alternate shift working patterns may be trialled in Deep Ocean Plant areas subject to the business requirements of the relevant area. Such arrangements will be developed in consultation with employees and Union.

9. Loading

9.1 A shift loading of 42.75% on the base IPS rate will be paid for normal hours worked on 12 hour rotating shift arrangements Monday to Friday, weekends and public holidays to employees rostered as shift workers at North Head and Malabar.

The loading will also apply to those employees at Bondi STP who have been covered by grandfathering arrangements, which were operative from 6th September 1999.

The loading may be varied at any plant upon changes to the shift pattern. Such arrangements will be developed in consultation with both employees and union in accordance with Clause 52 of the Award. In the event of shift patterns changing, the appropriate loading will be calculated based on the loadings that would otherwise be paid under the provisions of clause 11 Regular shiftwork of the award.

9.2 This loading will be in lieu of all penalty loadings attached to shiftwork for any day, afternoon, night, weekend or holiday including Picnic Day, provided for in the Award or previous enterprise agreement.

All other paid hours on shift whether overtime or other paid hours on shift will be paid at the employee's normal IPS rate exclusive of the 42.75% loading.

10. Additional Leave

Additional Leave will be credited for the number of ordinary shifts worked on Sundays and/or public holidays excluding picnic day during a leave year and shall be calculated as follows:

No. of ordinary shifts worked on Sundays and/or public holidays during a 12 month period	No. of additional hours leave
4-10	12 hours
11-17	24 hours
18-24	36 hours
25-31	48 hours
32 or more	60 hours

11. Overtime

Time worked in excess of the ordinary shift hours will be paid at overtime rate except time worked:

- (a) by arrangement between the employees themselves with the consent of the Corporation; or
- (b) consequent upon the periodical change from day to night shift; or
- (c) owing to the replacement employee reporting for duty later than the appointed time.

12. Roster Leave

Employees working a 12 hour shift roster (where two shifts are worked per day) who work on holidays according to their turns on the roster without receiving overtime pay therefore, will receive in addition to any other leave, roster leave on full pay as follows:

- (a) for each continuous period of twelve (12) months, 70 hours leave
- (b) for any period of such work less than twelve (12) months, seven (7) hours leave for each holiday (except Picnic Day) occurring in the period.

13. Sick Leave

Medical certificates must be provided for any absence due to illness of three consecutive rostered shifts or more when required.

Employees who are sick on their scheduled day off are not entitled to the payment of sick leave nor alternative time off work.

14. Crib Break

12-hour shift workers will be entitled to two (2) paid crib breaks to the extent of 30 minutes each to be taken at intervals not exceeding five (5) hours.

Signed for and on behalf of Sydney Water Corporation By

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General Manager - Asset Management Division

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In the presence of

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Dated

Signed for and on behalf of the Australian Services Union of New South Wales By

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Executive President - Australian Services Union NSW Branch

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In the presence of

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Dated