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THE mode of citation of this volume of the *Western Australian Industrial Gazette* will be as follows:—
78 W.A.I.G.

THIS EXTRA SUB-PART IS ISSUED DUE TO THE VOLUME OF MATERIAL TO BE PUBLISHED. CONTENTS APPEAR AT THE END OF THIS PUBLICATION. THE CUMULATIVE CONTENTS AND DIGEST WILL BE PUBLISHED IN THE NEXT SUB-PART.

AWARDS/AGREEMENTS— Application for—

ADVANCED DRILLING AND SAWING INDUSTRIAL AGREEMENT. No. AG 131 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders Labourers, Painters &
Plasterers Union of Workers

and

Kardel Holdings Pty Ltd t/a Advance Drilling and Sawing.
AG 131 of 1998.

Advanced Drilling and Sawing Industrial Agreement.

COMMISSIONER S J KENNER.

14 September 1998.

Order.

HAVING heard Ms J Harrison as agent on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Advanced Drilling and Sawing Industrial Agreement as filed in the Commission on 24 July 1998 be and is hereby registered as an industrial agreement.

(Sgd.) S. J. KENNER,
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement will be known as the Advanced Drilling and Sawing Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise

8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Pyramid Sub-Contracting
18. Fares and Travelling
19. Drug and Alcohol, Safety and Rehabilitation Program
20. Income Protection
21. No Extra Claims

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Kardel Holdings Pty Ltd trading as Advance Drilling and Sawing (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately five (5) employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement

procedure that shall apply shall be in the same terms as that outlined in the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for a site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$50 per week per employee.

2. Superannuation

The Company will immediately increase its level of payment to \$60 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund or scheme of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The Company shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlines in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: **BLPPU**

.....
Date: 23/7/98.

.....
Witness

The Company:

.....
Date: 22/7/98.

BEVAN EATHORNE

..... *Company Seal*

Print Name

APPENDIX A—WAGE RATES

| | Date of Signing | 1 August 1998 | 1 February 1999 | 1 October 1999 |
|------------------|-----------------|---------------|-----------------|----------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.47 | 15.90 | 16.34 | 16.56 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.

b) The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

c) There will be no payment of lost time to a person unable to work in a safe manner

d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismitted the next time he/she is dangerously affected.

e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

f) A worker having problems with alcohol and or other drugs—

- Rehabilitation
- Will not be sacked if he/she is willing to get help.
- Must undertake and continue with the recommended treatment to maintain the protection of this program.
- Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

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[L.S.]

Commissioner.

WAGE AGREEMENT

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3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

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2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

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19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlines in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: BLPPU (Signature indecipherable)
Date: 23/7/98
(Signature indecipherable)
WITNESS

The Company: Kardel Holdings Pty Ltd (Signature indecipherable)
Company SIGNATURE
Seal Date: 22/7/98
(Signature indecipherable)
PRINT NAME

APPENDIX A—WAGE RATES

| | Date of Signing | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|------------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.47 | 15.90 | 16.34 | 16.56 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- b) The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- c) There will be no payment of lost time to a person unable to work in a safe manner
- d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- f) A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.

- c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

**ANI WEAR RESISTANT PRODUCTS DIVISION
ENTERPRISE BARGAINING CONSENT
AGREEMENT 1998.
No. AG 236 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing &
Kindred Industries Union of Workers,

Western Australian Branch

and

ANI Wear Resistant Products.

AG 236 of 1998.

ANI Wear Resistant Products Division Enterprise
Bargaining Consent Agreement 1998.

COMMISSIONER S J KENNER.

13 November 1998.

Order.

HAVING heard Mr G Sturman as agent on behalf of the applicant and Mr I Binnie as agent on behalf of the respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the ANI Wear Resistant Products Division Enterprise Bargaining Consent Agreement 1998 in the terms of the following schedule be and is hereby registered as an industrial agreement.
- (2) THAT the ANI Wear Products Division Enterprise Bargaining Consent Agreement 1996 No. AG 219 of 1996 be and is hereby cancelled.

(Sgd.) S. J. KENNER,

[L.S.] Commissioner.

**ANI WEAR RESISTANT PRODUCTS
ENTERPRISE BARGAINING
CONSENT AGREEMENT 1998**

1.—TITLE

This Agreement shall be known as the ANI Wear Resistant Products Division Enterprise Bargaining Consent Agreement 1998. It replaces AG219 of 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Commitments
4. Area & Scope
5. Incidence & Parties Bound
6. Date & Period of Operation
7. Relationship to Parent Award
8. Single Bargaining Unit
9. Consultative Committee
10. Background—Achievements to Date
11. Productivity Improvements
12. Future Productivity Gains Strategies
13. Training
14. Hours of Work
15. Reclassification
16. Wages
17. Shiftwork
18. Shop Stewards Paid Leave

19. Study Assistance
20. Grievance Procedures
21. Redundancy/Retrenchment

3.—COMMITMENTS

(1) The parties undertake that the terms of the Agreement will not be used to progress or obtain similar arrangements or benefits in any other enterprise.

(2) This Agreement shall not operate to cause any employee to suffer a reduction in ordinary time earnings, or to depart from the standards of the Western Australian Industrial Relations Commission in regard to hours of work, annual leave with pay or long service leave with pay.

(3) There shall be no further wage increases for the life of this Agreement.

4.—AREA AND SCOPE

The area and scope of this Agreement is the same as that prescribed in the Metal Trades (General) Award 1966 as it applies to ANI Wear Resistant Products Divisions.

This agreement covers approximately 64 people.

5.—INCIDENCE AND PARTIES BOUND

This agreement shall apply to and be binding upon ANI Wear Resistant Products Division, all persons employed in the classifications set out in Clause 18—Wages hereof at its 170 Railway Parade Bassendean WA operation and The Automotive, Food, Metals, Printing and Kindred Industries of Workers Western Australian Branch.

6.—DATE AND PERIOD OF OPERATION

(1) This agreement shall operate for 2 years from 17 August 1998.

(2) Both parties to make a commitment to renegotiate this Agreement three months before the expiry date.

7.—RELATIONSHIPS TO PARENT AWARD

(1) This agreement shall be read and interpreted wholly in conjunction with the Metal Trades (General) Award 1966 and the Steel Fabrication Industry Order No 1968 of 1990.

(2) Where there is any inconsistency between this Agreement and the parent award or the order, this Agreement shall prevail to the extent of the inconsistency.

8.—SINGLE BARGAINING UNIT

(1) The employees and union covered by this Consent Agreement have formed a single bargaining unit in accordance with the requirements of the Western Australian State Wage Decision in January 1992.

(2) The single bargaining unit will be the same structure as the consultative committee.

(3) The single bargaining unit has held negotiations and reached full agreement on the terms of this Consent Agreement.

(4) The single bargaining unit shall be given all relevant information to enable effective monitoring of the implementation of the continuing improvement program.

9.—CONSULTATIVE COMMITTEE

The consultative committee covering ANI Wear Resistant Products operations at 170 Railway Parade, Bassendean, WA has been established for over 6 years.

With this agreement now covering only the Wear Resistant Products Division, the consultative committee consists of—

- Manufacturing Manager
- Production Manager
- 6 Shop Floor Employees
- 1 Welding Supervisor

10.—BACKGROUND—ACHIEVEMENTS TO DATE

(1) The parties to the Award/Order/Agreement referred to in Clause 7—relationship to Parent Award hereof see this Enterprise Bargaining Agreement as a continuing program of restructuring and consolidation of Structural Efficiency Principles introduced as a result of the 1987 State Wage Decision.

(2) The parties recognise that this Agreement, along with amendments to the parent Awards and considerations which will come into place during the term of this Agreement, shall

lead to the fruition of the Structural Efficiency Principles introduced in 1987.

11.—PRODUCTIVITY IMPROVEMENTS

(1) Demarcation

(a) In accordance with Clause 13—Training of this Agreement, traditional demarcation lines between engineering trades persons have been removed, enabling employees to be moved to various locations to alleviate bottle necks in the process and to have coverage whilst people are on holidays or sick leave.

(b) Non trades people are carrying out patch welding, stud welding, press and plate straightening operations, minor maintenance on Vidaplate overlay machines, manufacture of simple templates for stud welding, the marking of plates from templates, and carrying out simple forming from templates on the 150 ton press and other tasks as agreed through the consultative process.

Non trades people carrying out these duties will receive not less than the Group I—C12 rate of pay.

(c) Overlay operators of all machines will continue to be trained in basic maintenance of machines thus reducing pressure on maintenance fitters for a call out after hours.

(d) Vidaplate overlay machines will not necessarily be operated by trades employees. Non Trades person operating these machines will be classified as C11 operators. C12 rate of pay will apply until persons are competent in all aspects of operating the Vidaplate overlay machine.

(e) Because of the work specified in paragraphs (b) and (d) hereof was previously carried out by trades people, the Company undertakes that no trades person will be terminated while such work is being done by non-trades people.

Ratios of trade assistants and trades person are to be maintained if and when redundancy takes place. The full committee to be involved in the decision making process.

(2) Health and Safety

The management and employees of the ANI Wear Resistant Products Division of Resources and Rail Group regards its comprehensive Health & Safety Policy as a most important element of the business.

Safety and the attainment of safe working practices are to be an integral part of all production functions carried out by the Division and all employees have a responsibility to minimise risks.

The key objectives of the Safety Policy are—

- (i) To minimise the incidence of injuries to employees.
- (ii) To minimise costs incurred through employee lost time, consequential in efficiency and insurance premiums.
- (iii) To minimise the incidence of damage to plant and equipment.
- (iv) To conform to all statutory requirements.

The objectives shall be achieved by the implementation of Safety Programs which shall provide for, but not limited to, the following—

- (a) Health and Safety Committee consisting of Management and Health and Safety representatives to establish health and safety policies and guidelines.
- (b) Departmental Safety Committee of Management and employee's representatives to make recommendations on safety within the Wear Products Division.
- (c) The delegation to Shop Management of accountability for safety results, and implementation of agreed programs.
- (d) Allocation of funds, if appropriate, to correct unsafe working practices identified by the Departmental Safety Committees.
- (e) To monitor the safety performance with respect to the achievement of safety objectives.
- (f) Protective clothing and equipment.
 - (i) The company will provide two sets of suitable work clothes or combinations per employee after completing one month's continuous service and thereafter at issue date in October or each year.

If in the opinion of the Production Manager individual employees by nature of work and the resultant condition of their work clothes require one extra set of suitable work clothes, these will be provided by the company.

It is a condition of employment that employees wear or use the appropriate safety clothing or equipment.

Each employee is responsible for keeping the work clothes regularly laundered and repaired.

- (ii) The company will provide one pair of suitable safety work boots per year after completing one month's continuous service and thereafter each twelve months.

If in the opinion of the Production Manager individual employees by nature of their work and the resultant condition of their work boots require additional pairs of safety work boots, these will be provided by the company.

- (iii) The company will provide safety spectacles to all employees.

Prescription Safety Spectacles

In the event that prescription safety spectacles are required, the company will pay the difference between private health insurance refunds and the total cost after a qualifying period of six months.

Employees requiring prescription glasses will only be entitled to one pair in 12 months.

If the employee has no private health insurance the company will only pay to a maximum of \$145 on standard frames and lenses.

Any extras above standard frames and lenses will be at the employee's expense.

12.—FUTURE PRODUCTIVITY GAINS STRATEGIES

(1) The parties are committed to on-going continuous improvements and the achievement of best practice which includes, during the term of this Agreement—

- (a) A continued commitment to Structural Efficiency
- (b) A continued commitment to recognise and adopt best practices, wherever practical.
- (c) increased efficiency and job satisfaction;
- (d) a more efficient job organisation and work structure
- (e) best use of labour.

(2) Communication

- (a) The consultative committee is in place.
- (b) At suitable times through the year, the Manager will address the employees on matters which affect the future of the Division.
- (c) Production meetings are held weekly.

(3) In addition, the following will be implemented—

- (a) One operator, two machines on modified Duaplate overlay machines with one spare operator as relief.
- (b) All ANI employees (Wear Resistant Products Division) are committed to maintaining quality assurance and quality control to ISO9002.
- (c) All engineering trades persons are to have proof of trades certificate.
- (d) Non-trades personnel for vacuum furnace loading operation.
- (e) The parties are committed to achieving a reduction of absenteeism of 10% in each year of the agreement.
- (f) With the introduction of planned new equipment, it is envisaged that a reduction of 5% in overtime levels in each year of the agreement will be achieved.
- (g) Combining Duaplate and Supervisor positions to reduce indirect overtime by 20%.

13.—TRAINING

(1) The parties agree to implement accredited career path Competency Based Training Program in accordance with Clause 35 of the Metal Trades (General) Award of 1966.

It is agreed that a structural training scheme will be implemented within 6 months of the Enterprise Bargaining Agreement being signed.

(2) All training undertaken by employees will comply with the ANI Quality Assurance Manual.

14.—HOURS OF WORK

(1) Standard hours of work are 7.00 am to 3.30 pm, Monday to Thursday and 7.00 am to 1.00 pm Friday.

Flexibility to adjust the standard hours of work due to production needs may be required and will be subject to agreement by both parties.

(2) Normal shift work hours are—

(a) Monday to Thursday

Day shift: 7.00 am to 3.00 pm with paid break.

Afternoon shift: 3.00 pm to 11.00 pm with paid break.

Night shift: 11.00 pm to 7.00 am.

(b) Friday

Day shift: 7.00 am to 12.40 pm.

Afternoon shift: 12.40 pm to 6.20 pm

Night shift: 6.20 pm to 12.00 pm

(c) Twenty-four hour coverage on shifts shall be achieved by working of two 12 hours periods, as agreed by both parties in the event of customer delivery requirements.

(d) There will be no restrictions of working hours on a Friday.

(3) Any hours worked outside standard hours described at 1 & 2 are paid at penalty rates in accordance with the parent awards.

(4) Morning tea breaks and lunch breaks will be taken at a time to fit in with production needs. This flexibility should not contradict the award with regard to lengths of time an employee should work without a break.

(5) Agreement has been reached that overtime rates will not be paid until ordinary hours for the day have been worked.

(6) Timekeeping—

Persons who are more than two minutes late will have their start time set back to the next 15-minute interval.

15.—RECLASSIFICATION

It is agreed that during the first six months of this Enterprise Bargaining Agreement, the parties are committed to develop and implement a classification structure for Trades and Non Trades. This will allow employees to earn higher rates of pay for skilled applications if there is a requirement by the company.

In addition the parties will identify the skills needed at each level and a training program that will be available to all employees.

No employee will be forced to undertake training.

16.—WAGES

In addition to the rates and allowances prescribed in the Award/Order, the following increase of 9% over 2 years requiring approval and certification of the Western Australian Industrial Relations Commission, shall be paid to all employees covered by the Metal Trades (General) Award of 1966 and the Steel Fabrication Industry Order No 1968 of 1990 who fully participate in and support this Enterprise Bargaining Agreement—

| Classification | Current Weekly \$ | New Rate Aug 98 5% | New Rate Aug 99 4% |
|----------------|-------------------|--------------------|--------------------|
| C8 | 639.65 | 671.63 | 698.50 |
| C9 | 630.43 | 661.95 | 688.43 |
| C10 | 618.89 | 649.83 | 675.82 |
| C11 | 550.64 | 578.17 | 601.13 |
| C12 | 539.48 | 566.45 | 589.11 |
| C13 | 529.65 | 556.13 | 578.38 |

Note

(1) 1.5% of increase of 4% that will be paid in the second year of Agreement relies on total savings

generated from strategies detailed in 12 (3) in year one of \$63,585.

(2) Additional tool allowance of \$10.00 per week to be included in trades person rate.

(3) Service pay allowance of \$9.50 or 25 cents per hour is included in above.

(4) Esco employees equivalent classification skill level is C12.

17.—SHIFTWORK (OVER AWARD RATES)

(i) Additional to the award the following payments are made (all purpose) for shift workers only.

Morning shift 0.316 per hour \$5.00 per 38 hour week

Afternoon shift 0.15 per hour \$5.70 per 38 hour week

Night shift 0.5447 per hour \$20.70 per 38 hour week

(ii) An employee working shift work shall have a 20 minute paid lunch break during his shift.

18.—SHOP STEWARDS PAID LEAVE

Shop steward will be allowed five days paid leave per annum to attend an official Trade Union education course which has received prior approval from the Company.

19.—STUDY ASSISTANCE

Any employee who wishes to further their education in an ANI Wear Resistant Products Division work related discipline will be reimbursed any text book costs on successful completion of the course.

Consultation and prior approval of course or subject is to be obtained from the Production Manager.

20.—GRIEVANCE PROCEDURE

(1) Except where bona fide safety is involved, in the event of an employee having a question, dispute or difficulty, work shall continue with no industrial action while matters in dispute are negotiated in good faith and in accordance with the procedures as follows:

(2) In the first instance an employee may raise a grievance with his/her Foreman who must provide an answer within a reasonable time period.

(3) Any question, dispute or difficulty which an employee cannot resolve with a Fore person or a matter in dispute by employees collectively, can be referred to the Shop Steward who shall discuss the grievance or dispute with the Production Manager or other Officer designated by the Company.

(4) (a) The Production Manager shall discuss the grievance with the Shop Steward and provide the Company answer within 48 hours, if possible.

(b) Alternatively the matter may be discussed between the Production Manager, or other officer designated by the Company and the Consultative Committee, comprising 5 employees including the Shop Steward who have been elected by the "Shop Floor".

(5) The issue be referred to Wear Resistant Products Manufacturing Manager for a decision.

(6) If the issue is not resolved at this level, the relevant Branch Union representative shall be notified and a conference on the matter arranged within a reasonable time frame, to be attended by the Union Representative, the relevant Shop Steward and Senior Management which includes the Production Manager.

(7) If the issue remains unresolved it may then be submitted to the Western Australian Industrial Relations Commission for resolution. It is understood that the parties to this procedure shall not have recourse to the formal processes of the Industrial Relations Act until they have endeavoured to resolve the issues between them in full accordance with the procedures contained in this clause.

21.—REDUNDANCY/RETRENCHMENT

(1) Application and Scope

Notwithstanding the provisions of the "Parent Award" this agreement shall apply exclusively to the employees of ANI Wear Resistant Products who are members of the unions signatory hereto and whose employment is regulated by the provisions of the above named award.

Except where varied by this Agreement all other aspects of the termination/redundancy provisions of the "Metal Trades (General) Award" shall apply.

(2) Operation and Duration

Redundancy Agreement shall operate for the term of this EBA.

(3) Definition

(a) "Redundancy"

(i) is a situation where there are more employees available than are need to undertake the amount of work which needs to be done:

(ii) may be caused by (but not limited to) the following—

(aa) technological change eliminating the need for some jobs to be done by anyone

(bb) changes in market demands creating a situation where less employees are require.

(b) "Retrenchment" is the action taken to reduce the number of employees to the level required by the Company.

(c) "Week's Pay" means the ordinary weekly rate, including over-award payments and service grants.

(4) Notification

When it becomes evident that there is a downturn in work and a need for redundancy the company will notify employees, the consultative committee, the State Office of the Unions who are parties to this Agreement and consult on methods of minimising the effect of any possible redundancies that might occur.

Both parties agree that it is important that a maximum amount of notice is given and agree that as soon as it is identified that there is a definite redundancy situation, the above communication will take place.

Following discussions, if redundancies are unavoidable the Company will set a timetable to develop a final list of employees to be made redundant.

Employees will be asked to indicate their interest in volunteering to accept a redundancy package and this will be taken into consideration by the Company in selecting retrenched.

The selection of persons to be made redundant will be based on the following. This list is not exhaustive.

- skill level of the employee
- application of skills to task presently done by employee
- requirement of organisation for retention of skills
- receptiveness to be trained
- attendance (taking into account where absence has been by prior arrangement)
- disciplinary record
- safety application (including housekeeping)
- years of service

No discrimination will be made that conflicts with the provisions of the Discrimination Act.

A Company representative and a Union Representative will review the selection criteria of all persons who are likely to be considered for redundancy. The two parties will ensure the accuracy of the list prior to any final decision being made by the Company.

The Company will use every endeavour to transfer employees to other positions where their skills can be effectively utilised.

Where an employee is moved to a position of different classification and/or trade not previously occupied by that employee, a trial period of one month will provide an opportunity for the Company and the employee to assess their long term suitability for the new position.

Where there is doubt about a person's suitability for a position, a review will be conducted regularly and that review discussed at the consultative committee.

In every event, where the employee(s) and his/her representative feels that the process is being used in a way other than the intention of this agreement then he/she may take issue with the company on the matter.

If the determination is that the person is to leave the company during the trial period or at the completion of the trial period then the redundancy package will be available to the employee at the original rate of pay.

If moved to a new position, the person will be paid at the pay rate applicable to that new position immediately where the pay rate is more than the existing rate. Where the new rate is less, the person would not receive pay increases until such time as they pay rate catches up to the old rate.

(5) SCHEDULE OF SERVICE PAYMENTS

| Years of Service | Redundancy Payments # | Long Service Leave Payments | Weeks |
|------------------|-----------------------|-----------------------------|-------|
| Under 1 | 0 weeks | Nil | 0 |
| 1 | 4 weeks | Nil | 0 |
| 2 | 6 weeks | Nil | 0 |
| 3 | 7 weeks | Nil | 0 |
| 4 | 9 weeks | Nil | 0 |
| 5 | 11 weeks | Pro-rata LSL | 6.5 |
| 6 | 13.5 weeks | Pro-rata LSL | 7.8 |
| 7 | 16 weeks | Pro-rata LSL | 9.10 |
| 8 | 2.5 weeks per year | Pro-rata LSL | 10.40 |
| 9 | 21 weeks of service | Pro-rata LSL | 11.70 |
| 10 | 23.5 weeks | 13 weeks LSL | 13.00 |
| 11 | 26 weeks | Pro-rata LSL | 14.30 |
| 12 | 28.5 weeks | Pro-rata LSL | 15.60 |
| 13 | 31 weeks | Pro-rata LSL | 16.90 |
| 14 | 33.5 weeks | Pro-rata LSL | 18.20 |
| 15 | 36 weeks | Pro-rata LSL | 19.50 |
| 16 | 39 weeks | Pro-rata LSL | 20.80 |
| 17 | 3 weeks per year | Pro-rata LSL | 22.10 |
| 18 | 45 weeks of service | Pro-rata LSL | 23.40 |
| 19 | 48 weeks | Pro-rata LSL | 24.70 |
| 20 | 51 weeks | 26 Weeks LSL | 26.00 |
| 21 | 52 weeks | Pro-rata LSL | 27.30 |

52 weeks and capped thereafter

• For services greater than one(1) year, payment will be calculated on a completed monthly Pro-rata basis.

(6) Payments

All payments referred to are based on the employee's normal pay rate. An itemised statement of entitlements will be given to an employee when they are notified.

(7) Long Service Leave

Pro-rata long service leave will be paid to retrenched employees with 5 years or over service.

(8) Sick Leave

On retrenchment all retrenched employees will be paid 100% of their accrued sick leave on termination.

(9) Certificate of Service

The Company will provide a Certificate of Service where requested.

(10) Final Settlement

It is mutually agreed that during the operation of this Agreement there will be no extra claims made or considered within the scope or outside the scope of this Agreement by either party relative to redundancy/retrenchment.

(11) Superannuation

Any superannuation benefits defined by the trust and deed rules will be paid in addition to redundancy pay.

(12) Death of an Employee

If an employee has been given notice of retrenchment and dies before the date that he or she actually leaves the employment of the Company, all benefits which would have been payable under this Agreement to that employee shall be paid directly to his or her estate unless the employee shall have otherwise directed the Company in writing prior to his or her death.

(13) In the event of redundancy, the Company will let it be known to those employees who are to be redundant details of employee assistance program ie through superannuation, out placement services, registered financial counsellors, etc. The Company agrees to make enquiries from other Engineering firms regarding possible work for retrenched employees.

SIGNATORIES TO AGREEMENT

.....Signed.....

Signed for and on behalf of
ANI WEAR RESISTANT PRODUCTS

This allowance shall only be payable during any week the employee is engaged in such welding.

10.—SPECIAL PRODUCTIVITY PAYMENT

In keeping with the intent of this Agreement, each employee shall accrue a payment of \$100.75 per week. This payment shall not accrue in any week in which the employee is involved in or engages in industrial action, bans or limitations.

The accrual of the payment shall not be affected where the employee attends a meeting authorised in advance by the project management.

In the event employee(s) are involved in or engage in industrial action including bans or limitations, the employer may deduct \$15.00 per day for each day such action takes place.

11.—IMPROVEMENT MEASURES

In order to achieve the main aims of improved productivity, efficiency and flexibility, the following measures will be implemented.

- (1) Occupational Health & Safety—Improved safety procedures and the monitoring of methods will reduce durations of time lost through injury. With the co-operation of all concerned and a determined commitment from management gains will be made in this area.
- (2) Self-supervision—In keeping with the overall aims and objectives of this Agreement, and as a reflection of the company's faith in the ability and dedication of its employees, it is a further aim of this Agreement to promote the concept of self-supervision within its workforce on the project.
Employees are to be encouraged to use their initiative and self-discipline to ensure that their work is completed without excessive supervision. Employees shall also be encouraged to contribute ideas for productivity and efficiency enhancements.
Employees should at all times share with management a sense of responsibility for safety and quality of work at the workplace. A culture of dual commitment and responsibility is essential for the success of this project and for optimal job satisfaction and personal development.
- (3) The company reserves the right to determine the selection of employees when there is a requirement to reduce the workforce. The primary consideration for retention will be skill and competence. However, should the skill and competence of individuals within the various classifications be of equal standing, length of service will be used to determine the priority for termination.

12.—PROJECT ENTRY REQUIREMENTS

(1) To reinforce a safe site policy, access to the project will be restricted.

(2) Any official of the union party to this Agreement shall where practicable give Site Management appropriate notice of their intention to visit the project. On arrival at the project work site; the visiting official(s) shall first call at the site office and introduce themselves to Site Management prior to pursuing any bona fide union duties on site.

(3) Union official(s) shall produce their union accreditation and observe the safety provisions for entry to the site.

13.—WORKFORCE MEETINGS

Where practical, twenty four (24) hours notice of union workforce meetings shall be given to the employer by the relevant full-time union official. Where such meetings are convened to discuss union matters or other issues they shall occur at the most convenient time for programming of work, i.e. prior to commencement of work, shift breaks, lunch time or smoko, etc.

14.—SUPERANNUATION

(1) Subject to the terms of this clause CBI Constructors Pty Ltd undertakes to make contributions to Construction and Building Superannuation Scheme at a minimum rate of forty (40) dollars per employee per week and in accordance with the Superannuation Guarantee Act.

(2) The employer shall notify employees of their right to choose as to which complying Fund their superannuation is contributed to.

(3) If an employee nominates a superannuation fund other than that in (1) the employer and the employee are bound by the employee's nominated choice unless they agree to a change which the employer shall not unreasonably refuse.

15.—RESOLUTION OF DISPUTES

The parties to this Agreement undertake to eliminate industrial dispute by strict adherence to the following procedure—

- (1) Where a question, dispute or difficulty arises, the employee concerned shall initially discuss the matter with their immediate Supervisor.
- (2) If the question, dispute or difficulty is still unresolved by the discussion referred to in subclause (1) hereof, the employee together with his/her Shop Steward and their Supervisor shall discuss and attempt to resolve the dispute with the Project Manager.
- (3) Where the foregoing discussions fail to resolve the matter of concern. it shall be referred to a Senior Management representative and the relevant Union organiser, at which stage the parties shall then initiate steps to resolve the grievance as soon as possible.
- (4) While the steps in subclauses (1), (2) and (3) hereof are being followed, industrial action shall not be taken.
- (5) If the question, dispute or difficulty remains unresolved, either party may refer the matter to the Western Australian Industrial Relations Commission, provided that any party reserves the right to refer an issue to the Commission at any time.
- (6) The parties will give each other the earliest possible advice of any problem which may give rise to a grievance or dispute.
- (7) The employer will ensure that all practices applied during the operation of the procedure are in accordance with safe working principles and consistent with established project custom and practices.
- (8) At all stages of this process, the emphasis shall be on a negotiated settlement at the project level.

16.—WAGE RATES

In accordance with the successful operation of this Enterprise Agreement and a continued commitment from all parties, wage increases as set out herein shall be payable from the beginning of the first pay periods, to commence on or after the dates specified in the schedule.

These wage increases are dependent on an ongoing commitment to and implementation of, the efficiencies detailed herein. Any additional/supplementary Safety Net Adjustment(s) arising from a decision of the Western Australian Industrial Commission that may apply during the currency of this Agreement is deemed to be absorbed within the wage rates specified herein.

| Classification | Rate Per Week \$ |
|---|---------------------|
| Welder Special Class | 659.35 |
| Welder | 648.28 |
| Boilermaker | 648.28 |
| Pipe Fitter | 648.28 |
| Certificated Rigger or Scaffolder | 611.11 |
| Rigger or Scaffolder—Other | 595.17 |
| Tradesperson's Assistant | 558.74 |
| Tradesperson's Assistant—who from time to time uses a grinding machine. | 562.66 |
| Crane Attendant and Dogperson | 595.17 |
| Labourer | 531.59 |
| Crane Driver [15 to 40 Tonnes] | 635.09 |

Note 1: The above "EBA Rate Per Week" excludes Award provisions relating to tool and leading hand allowances.

17.—NO EXTRA CLAIMS

A condition of this Agreement is that the Union on the project will make no further claims on CBI Constructors Pty Ltd over

conditions set out in this Agreement for the life of the construction phase of the project.

The union reserves its rights for unforeseen or exceptional circumstances that impacts on employees wages and conditions to raise such matters and if such matters are still in dispute may use the Western Australian Industrial Relations Commission to have the matter(s) arbitrated.

18.—INCOME PROTECTION INSURANCE

As a term of this Agreement, employees employed pursuant to this Agreement shall be provided with Income Protection Insurance at no cost to themselves.

A condition of Income Protection Insurance is that a pre-qualifying minimum waiting period of no more than seven days does apply.

19.—SIGNATORIES

Signed for and on behalf of CBI Constructors Pty Ltd (ACN: 000 612 411)

.....

Signature
IAN MACLEOD
(print)
Date: 1/7/98

Automotive, Food, Metals, Engineering,
Printing & Kindred Industries Union of
Workers—Western Australian Branch
was hereunto affixed in the presence of:
Collin Saunders (signed)

.....

Signature
JOHN SHARP-COLLETT, State Secretary
Title (print)
Date: 20/6/98

**BREGMA FORMWORK INDUSTRIAL AGREEMENT.
AG 226 of 1998.**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers & Other

and

Bregma Pty Ltd.
AG 226 of 1998.

Bregma Formwork Industrial Agreement.

COMMISSIONER S J KENNER.

24 November 1998.

Order.

HAVING heard Mr J Maitland on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Bregma Formwork Industrial Agreement in the terms of the following schedule be and is registered with effect on and from the 15 October 1998.

(Sgd.) S.J. KENNER,

[L.S.] Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Bregma Formwork Industrial Agreement.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Area and Parties Bound
 4. Application
 5. Duration
 6. Dispute Settlement Procedure
 7. Single Enterprise
 8. Relationship with Awards
 9. Enterprise Agreement
 10. Wage Increase
 11. Site Allowance
 12. Industry Standards
 13. Clothing and Footwear
 14. Training Allowance, Training Leave, Recognition of Prior Learning
 15. Seniority
 16. Sick Leave
 17. Pyramid Sub-Contracting
 18. Fares and Travelling
 19. Drug and Alcohol, Safety and Rehabilitation Program
 20. Income Protection
 21. No Extra Claims
- Appendix A—Wage Rates
Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Bregma Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately ten (10) employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Award the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$50 per week per employee into the Western Australian Construction Industry Redundancy Fund.

2. Superannuation

The Company will immediately increase its level of payment to \$60 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than six tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year, pro-rata to attend courses conducted or approved by the NBCITC. The employer's approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall

rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure. Key personnel such as supervisors and leading hands shall be deemed first on for the purpose of this clause.

4. An employee who has been retrenched by the Company shall have preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875) at the rate of \$10 per week.

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

| | | |
|--------------|----------------|----------------|
| The Unions: | BLPPU | (Signed) _____ |
| | | Date: 24/9/98 |
| | | (Signed) _____ |
| | | WITNESS |
| | CMETU | (Signed) _____ |
| | | Date: 30/9/98 |
| | | (Signed) _____ |
| | | WITNESS |
| The Company: | BREGMA PTY LTD | (Signed) _____ |
| | | SIGNATURE |
| | <i>Company</i> | Date: 21/9/98 |
| | <i>Seal</i> | (Signed) _____ |
| | | PRINT NAME |
| | | (Signed) _____ |
| | | WITNESS |

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Labourer Group 1 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 16.73 | 17.19 | 17.42 |
| Signwriter | 17.09 | 17.56 | 17.80 |
| Carpenter/Roofers | 17.22 | 17.70 | 17.93 |
| Bricklayer | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 19.58 | 20.12 | 20.38 |
| Stonemason | 17.22 | 17.70 | 17.93 |
| Rooftiler | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 17.72 | 18.21 | 18.46 |
| Special Class T | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Plasterer, Fixer | | | |
| Year 1 | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3) | 9.42 | 9.68 | 9.81 |
| Year 3 (2/3) | 12.84 | 13.19 | 13.37 |
| Year 4 (3/3) | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | |
| Year 1 (.5/3/5) | 7.03 | 7.22 | 7.32 |
| Year 2 (1/3), (1.5/3.5) | 9.20 | 9.45 | 9.58 |
| Year 3 (2/3), (2.5/3.5) | 12.55 | 12.89 | 13.06 |
| Year 4 (3/3), (3.5/3.5) | 14.73 | 15.13 | 15.33 |

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|--------------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Signwriter | | | |
| Year 1 (.5/3/5) | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3), (1.5/3.5) | 9.40 | 9.65 | 9.78 |
| Year 3 (2/3), (2.5/3.5) | 12.82 | 13.17 | 13.35 |
| Year 4 (3/3), (3.5/3.5) | 15.04 | 15.46 | 15.66 |
| Carpenter | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | |
| Year 1 | 7.16 | 7.36 | 7.46 |
| Year 2 (1/3) | 9.37 | 9.63 | 9.76 |
| Year 3 (2/3) | 12.79 | 13.14 | 13.31 |
| Year 4 (3/3) | 15.00 | 15.41 | 15.62 |
| Stonemason | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | |
| 6 months | 9.65 | 9.91 | 10.04 |
| 2 nd 6 months | 10.61 | 10.90 | 11.04 |
| Year 2 | 12.39 | 12.73 | 12.90 |
| Year 3 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- b) The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- c) There will be no payment of lost time to a person unable to work in a safe manner
- d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- f) A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.85 |
| Above \$2.13m to \$4.47m | \$2.20 |
| Over \$4.47m | \$2.80 |

Renovations, Restorations and/or Refurbishment Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.65 |
| Above \$2.13m to \$4.47m | \$1.85 |
| Over \$4.47m | \$2.40 |

4.2 Projects Located Within West Perth (as defined)

New Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.65 |
| Above \$2.13m to \$4.47m | \$1.85 |
| Over \$4.47m | \$2.20 |

Renovations, Restorations and/or Refurbishment Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.55 |
| Above \$2.13m to \$4.47m | \$1.75 |
| Over \$4.47m | \$2.00 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.13m | \$1.25 |
| Above \$2.13m to 5.89m | \$1.55 |
| Above \$5.89m to \$11.77m | \$1.80 |
| Above \$11.77m to \$24m | \$2.00 |
| Above \$24m to \$59.4m | \$2.30 |
| Over \$59.4m | \$2.50 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement -shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedure
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. Productivity Allowance

In return to increase productivity and/or timely completion of projects it is agreed that a productivity allowance of \$1.00 per hour worked shall be paid to employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

14. Structural Frame Allowance

It is agreed that a structural frame allowance of \$1.00 per hour all purpose shall be paid to all employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

15. Provision of Canteen

It is agreed that a canteen accommodation shall be provided where a project exceeds \$35 million in value and where the operation of the canteen is financially self supporting in respect of consumables. Canteen to come into operation when on site manning levels exceed 50 and to cease when manning levels reduce to below 50. This clause refers to main contractors only.

16. Provision of Nurse

It is agreed that a qualified nurse shall be engaged where the forecast long term staffing levels for a project exceed 100 (one hundred) or when actual numbers exceed 100 notwithstanding that forecasts may have been below that level. The nurse shall commence duties when staffing levels reach (fifty) and shall terminate when levels reduce to 50 (fifty). The requirement for a provision of a nurse shall be waived if the project is adjacent to a hospital with a public emergency department. This clause refers to main contractors only.

17. This agreement shall only apply to building contracts entered into on or tendered for on or after 1 October 1997.

18. Application to Apprentices

The rates prescribed in this agreement shall apply to all apprentices commencing employment after 31 December 1997 in the same proportion as the percentage of a tradesperson's wage rate as prescribed by the appropriate award or Enterprise Bargaining Agreement, being

| | |
|----------------------|-----|
| 1 st year | 42% |
| 2 nd year | 55% |
| 3 rd year | 75% |
| 4 th year | 88% |

**BROWNBUILT METALUX INDUSTRIES
REDUNDANCY AGREEMENT 1998-1999.
No. AG 225 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers, Western Australian
Branch

and

Brownbuilt Metalux Industries & Others.

AG 225 of 1998.

Brownbuilt Metalux Industries Redundancy Agreement
1998-1999.

COMMISSIONER S J KENNER.

20 November 1998.

Order.

HAVING heard Mr G Sturman as agent on behalf of the applicant and Ms L Avon-Smith as agent on behalf of the respondent

and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Brownbuilt Metalux Industries Redundancy Agreement 1998-1999 in the terms of the following schedule be and is registered with effect on and from the 16 October 1998.

(Sgd.) S.J. KENNER,
Commissioner.

[L.S.]

**BROWNBUILT METALUX INDUSTRIES
REDUNDANCY AGREEMENT 1998-1999**

1.—DEFINITIONS

Employee means any person who is employed full-time or permanent part-time according to weekly contract of employment but excluding any person engaged on a casual, or specific task, temporary or fixed or short term basis to meet seasonal or other unusual circumstances or any person employed under the conditions of a contract of employment.

Redundancy means termination of employment by the Company of employees—

- A. brought about directly by the total closure of a plant or section of a plant or the removal of a process or products or other causes resulting from Company decisions that no longer require an employee to perform those duties.
- B. brought about by external causes outside the direct control of the Company, e.g. adverse business conditions.
- C. but excludes the ordinary and customary turnover of labour.

Rate of Pay means the all purpose ordinary time rate of pay including any leading hand allowance but excluding shift allowance and all other loading and allowances.

Continuous Service means continuous with the Company as defined in the Metal Industry (Long Service Leave) Award 1984.

Accrued Sick Pay means the balance of untaken sick pay at the date of termination and includes sick pay which accrued prior to the date of this agreement.

2.—AREA, SCOPE AND PARTIES BOUND

(1) This agreement shall apply to employees of Brownbuilt Metalux Industries (the Company) who are, or who are eligible to be, members of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch, the Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch, and the Shop, Distributive & Allied Employees Association of Western Australia.

(2) This agreement applies to approximately 47 employees.

(3) The parties to this agreement shall be

- Brownbuilt Metalux Industries
25 Guthrie Street
Osborne Park
WA 6017
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers
Western Australian Branch
1111 Hay Street
West Perth
WA 6005
- Transport Workers' Union of Australia Industrial Union of Workers (WA Branch)
82 Beaufort Street
Perth
WA 6000
- The Shop, Distributive & Allied Employees Association of WA
256 Adelaide Terrace
Perth
WA 6000

3.—RELATION TO PARENT AWARDS

(1) This agreement shall be read wholly in conjunction with the Metal Trades (General) Award 1966 No 13 of 1965, the Shop & Warehouse (Wholesale & Retail Establishments) State Award 1977 No R32 of 1976 and the Transport Workers' (General) Award No 10 of 1961 with respect to those employees bound by those awards.

(2) Where there is any inconsistency between this agreement and the aforementioned awards, this agreement shall prevail to the extent of any inconsistency.

4.—TERM

(1) This agreement shall operate from 30 June 1998 to 30 June 1999 and shall remain in force after 30 June 1999 until replaced or any party gives two months, notice of intention to withdraw from the agreement.

(2) Not later than one month prior to the expiration of this agreement, the parties will confer to assess progress made of the renewal or otherwise of the document.

5.—DISPUTES PROCEDURE

In the event that there is a disagreement or dispute regarding the application of this agreement, the procedure outlined in Clause 34—Avoidance of Industrial Disputes contained in the Metal Trades (General) Award, 1965 will apply.

6.—NOTICE OF INTENTION TO IMPLEMENT REDUNDANCIES

The Company will advise employees and the Unions as early as possible of the intention to implement redundancies.

The Company shall hold discussions with the employees directly affected and their Unions as soon as practicable before redundancy occurs.

For the purpose of the discussion the Company shall provide in writing to the employees concerned and the Unions all relevant information about the proposed terminations, including the reasons, the number and categories of employees likely to be affected and the period over which the terminations are likely to occur.

7.—NOTICE OF TERMINATION

All employees who are to be made redundant will receive four weeks' notice. Such notice is to be worked. Employees under notice who leave by mutual agreement during the period of notice, will be entitled to all other redundancy payments set out in this agreement.

In addition to the four weeks' notice period, employees who are aged 45 years and over, with more than two (2) years' permanent service with the Company, will be paid an additional two (2) weeks' pay.

8.—SELECTION OF REDUNDANT EMPLOYEES

The following combined factors will be considered when selecting employees for redundancy—

- skills required for the ongoing viability of the plant
- length of service with the Company

Skill assessment and length of service criteria will be discussed by the parties as outlined in Clause 2 of this agreement prior to redundancies occurring.

9.—REDUNDANCY PAYMENTS

Employees who have completed at least one (1) year's service, as a permanent employee, with the Company at the date on which they are to be made redundant will receive the following—

- Service related payments amounting to 3.0 weeks' pay for each completed year of service up to a maximum of 52 weeks' pay.
- Sick leave entitlements at the current rate of pay.
- Annual leave loading of 17.5% will be paid on pro-rata annual leave entitlements.
- Pro-rata Long Service Leave will be paid after five (5) years' service.

All employees will be paid all statutory entitlements, and shall be given an itemised statement of monies due to them at least thirty-eight (38) hours before termination.

10.—SUPERANNUATION FUND

Redundant employees will receive their Superannuation benefits in accordance with the trust deed and rules.

11.—INTERVIEWS

Time off during the notice period for the purpose of seeking other employment and attending job interviews, will be by prior arrangement with the Company. This will be paid leave.

12.—CERTIFICATE OF SERVICE

Employees shall be given a Certificate of Service indicating that termination was due to redundancy.

The Certificate of Service shall list the Employee's classification at the time of termination, as well as credits toward training modules completed toward the next classification.

13.—RE-EMPLOYMENT

Redundant employees shall be offered re-employment should a suitable position become vacant within twelve (12) months. Where a redundant employee accepts such re-employment, within twelve (12) months, it will be deemed not to break continuity of service, such break in service shall not be counted as time worked.

14.—AGREEMENT TO APPLY

This agreement does not apply to any termination of employment by—

- Resignation for any reason.
- Dismissal for cause
- Termination of casual workers, and other employees as outlined in Clause 1, Definition, of this agreement.
- Retirement.
- Early retirement due to ill health.
- Termination due to time limited contract of employment.
- Death of an employee, except for an employee who has been issued with a notice to terminate on the grounds of redundancy by the Company and subsequently dies within the prescribed notice period.

15.—SIGNATORIES TO THIS AGREEMENT

For and on behalf of Brownbuilt Metalux Industries

| | | |
|-----------------|----------------------|----------------|
| <u>(Signed)</u> | <u>State Manager</u> | <u>25/9/98</u> |
| Signature | Position | Date |

For and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch

| | | |
|-------------------------|------------------------|----------------|
| <u>J. Sharp-Collett</u> | <u>State Secretary</u> | <u>23/9/98</u> |
| Signature | Position | Date |

For and on behalf of the Transport Workers, Union of Australia Industrial Union of Workers (WA Branch)

| | | |
|-----------------|------------------------|----------------|
| <u>(Signed)</u> | <u>State Secretary</u> | <u>29/9/98</u> |
| Signature | Position | Date |

For and on behalf of the Shop, Distributive & Allied Employees Association of Western Australia

| | | |
|-----------------|--------------------------|----------------|
| <u>(Signed)</u> | <u>General Secretary</u> | <u>21/9/98</u> |
| Signature | Position | Date |

**COMBINED ROOFING INDUSTRIAL AGREEMENT.
AG 222 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters &
Plasterers Union of Workers & Other

and

Karo Holdings Pty Ltd
t/a Combined Roofing Industries.

AG 222 of 1998.

Combined Roofing Industrial Agreement.

COMMISSIONER S J KENNER.

24 November 1998.

Order.

HAVING heard Mr J Maitland on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Combined Roofing Industrial Agreement in the terms of the following schedule be and is registered with effect on and from the 15 October 1998.

(Sgd.) S.J. KENNER,

[L.S.] Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Combined Roofing Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Pyramid Sub-Contracting
18. Fares and Travelling
19. Drug and Alcohol, Safety and Rehabilitation Program
20. Income Protection
21. No Extra Claims

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Karo Holdings Pty Ltd trading as Combined Roofing Industries (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work with a minimum contract value of \$200,000, or where the Principal Contractor has a current Industrial Agreement with the BLPPU or CMETU, covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately three (3) employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$50 per week per employee into the Western Australian Construction Industry Redundancy Fund.

2. Superannuation

The Company will immediately increase its level of payment to \$60 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to

agree to a change of complying superannuation fund or scheme requested by the employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year, pro-rata to attend courses conducted or approved by the NBCITC. The employer's approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination; or

(b) The Company's employees shall have the option of converting accrued sick leave entitlement in excess of ten days to a cash payment to be paid on the last day prior to the Christmas break.

(c) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: BLPPU (Signed) _____
Date: 8/9/98

(Signed) _____
WITNESS

CMETU (Signed) _____
Date: 8/9/98

(Signed) _____
WITNESS

The Company: Karo Holdings Pty Ltd (Signed) _____
SIGNATURE

Company Seal (Signed) _____
Date: 7/9/98

(Signed) _____
PRINT NAME

(Signed) _____
WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Labourer Group 1 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 16.73 | 17.19 | 17.42 |
| Signwriter | 17.09 | 17.56 | 17.80 |
| Carpenter/Roofer | 17.22 | 17.70 | 17.93 |
| Bricklayer | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 19.58 | 20.12 | 20.38 |
| Stonemason | 17.22 | 17.70 | 17.93 |
| Rooftiler | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 17.72 | 18.21 | 18.46 |
| Special Class T | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|--------------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Plasterer, Fixer | | | |
| Year 1 | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3) | 9.42 | 9.68 | 9.81 |
| Year 3 (2/3) | 12.84 | 13.19 | 13.37 |
| Year 4 (3/3) | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | |
| Year 1 (.5/3/5) | 7.03 | 7.22 | 7.32 |
| Year 2 (1/3), (1.5/3.5) | 9.20 | 9.45 | 9.58 |
| Year 3 (2/3), (2.5/3.5) | 12.55 | 12.89 | 13.06 |
| Year 4 (3/3), (3.5/3.5) | 14.73 | 15.13 | 15.33 |
| Signwriter | | | |
| Year 1 (.5/3/5) | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3), (1.5/3.5) | 9.40 | 9.65 | 9.78 |
| Year 3 (2/3), (2.5/3.5) | 12.82 | 13.17 | 13.35 |
| Year 4 (3/3), (3.5/3.5) | 15.04 | 15.46 | 15.66 |
| Carpenter | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | |
| Year 1 | 7.16 | 7.36 | 7.46 |
| Year 2 (1/3) | 9.37 | 9.63 | 9.76 |
| Year 3 (2/3) | 12.79 | 13.14 | 13.31 |
| Year 4 (3/3) | 15.00 | 15.41 | 15.62 |
| Stonemason | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | |
| 6 months | 9.65 | 9.91 | 10.04 |
| 2 nd 6 months | 10.61 | 10.90 | 11.04 |
| Year 2 | 12.39 | 12.73 | 12.90 |
| Year 3 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

| New Work | | Site Allowance |
|----------------------------|--|----------------|
| Project Contractual Value | | |
| Up to \$510,000 | | NIL |
| Above \$510,000 to \$2.13m | | \$1.85 |
| Above \$2.13m to \$4.47m | | \$2.20 |
| Over \$4.47m | | \$2.80 |

Renovations, Restorations
and/or Refurbishment Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.65 |
| Above \$2.13m to \$4.47m | \$1.85 |
| Over \$4.47m | \$2.40 |

4.2 Projects Located Within West Perth (as defined)

New Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.65 |
| Above \$2.13m to \$4.47m | \$1.85 |
| Over \$4.47m | \$2.20 |

Renovations, Restorations
and/or Refurbishment Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.55 |
| Above \$2.13m to \$4.47m | \$1.75 |
| Over \$4.47m | \$2.00 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.13m | \$1.25 |
| Above \$2.13m to 5.89m | \$1.55 |
| Above \$5.89m to \$11.77m | \$1.80 |
| Above \$11.77m to \$24m | \$2.00 |
| Above \$24m to \$59.4m | \$2.30 |
| Over \$59.4m | \$2.50 |

‘C.B.D.’—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

‘West Perth’—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the ‘CBD’ and the western side of Havelock Street shall be in ‘West Perth’.

‘Project Contractual Value’—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement -shall be recorded in a site agreement to which the

applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedure
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

**DEPARTMENT OF THE REGISTRAR, WESTERN
AUSTRALIAN INDUSTRIAL RELATIONS
COMMISSION ENTERPRISE BARGAINING
AGREEMENT 1998.
No. PSA AG 98 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Civil Service Association of Western Australia
(Incorporated)

and

Registrar, Western Australian Industrial Relations
Commission.

No. PSA AG 98 of 1998.

PUBLIC SERVICE ARBITRATOR
COMMISSIONER J F GREGOR.

18 November 1998.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 98 of 1998

HAVING heard Mr J Ross, on behalf of the Applicant and Mr J Spurling on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the document titled the Department of the Registrar, Western Australian Industrial Relations Commission Enterprise Bargaining Agreement 1998, filed in the Commission on 22 September 1998, be and is hereby registered as an Industrial Agreement and shall have effect from 17 November 1998.

(Sgd.) J. F. GREGOR,
Commissioner.

[L.S.]

DEPARTMENT OF THE REGISTRAR
WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION
ENTERPRISE AGREEMENT 1998

1.—TITLE

This Agreement shall be known as the Department of the Registrar, Western Australian Industrial Relations Enterprise Bargaining Agreement 1998 and replaces the Department of the Registrar, Western Australian Industrial Relations Commission Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. TITLE
 2. ARRANGEMENT
 3. SCOPE OF THE AGREEMENT
 4. PARTIES TO THE AGREEMENT
 5. NUMBER OF EMPLOYEES COVERED
 6. DEFINITIONS
 7. DATE AND OPERATION OF AGREEMENT
 8. NO FURTHER CLAIMS
 9. SINGLE BARGAINING UNIT
 10. RELATIONSHIP TO PARENT AWARD
 11. RE-OPEN NEGOTIATIONS
 12. AVAILABILITY OF AGREEMENT
 13. DISPUTE RESOLUTION PROCEDURE
 14. OBJECTIVES
 15. PRODUCTIVITY MEASUREMENT
 16. PRODUCTIVITY INITIATIVES
 17. IMPLEMENTATION OF EBA INITIATIVES
 18. CONSULTATION
 19. SALARY INCREASES
 20. SHORT TERM EMPLOYMENT
 21. EMPLOYEE FUNDED EXTRA LEAVE
 22. PART-TIME EMPLOYMENT
 23. PARENTAL LEAVE
 24. CHILD CARE ARRANGEMENTS
 25. FAMILY CARERS LEAVE
 26. BEREAVEMENT LEAVE
 27. TRAVEL CONCESSIONS DURING LEAVE
 28. SKILLS DEVELOPMENT LEAVE
 29. FAMILY/CULTURAL/CEREMONIAL LEAVE
 30. PUBLIC HOLIDAYS
 31. SICK LEAVE
 32. TIME AND SALARIES RECORD
 33. HOURS OF DUTY
 34. ANNUAL LEAVE FOR CHAMBERS STAFF
 35. SIGNATURES OF PARTIES TO THE AGREEMENT
- ANNEXURE A—SALARY RATES
ANNEXURE B—CRITERIA FOR ACCESS TO PAY RISES

3.—SCOPE OF THE AGREEMENT

This Enterprise Bargaining Agreement shall apply to all employees of the Department including Senior Executive Service employees who are members of or eligible to be members of the Union party to this Agreement.

4.—PARTIES TO THE AGREEMENT

This Agreement is made between the Chief Executive Officer of the Department and The Civil Service Association of Western Australia Incorporated.

5.—NUMBER OF EMPLOYEES COVERED

As at the date of registration the approximate number of employees covered by this Agreement is 42.

6.—DEFINITIONS

In this Agreement, the following terms shall have the following meanings—

- “**Agreement**” means the Department of the Registrar, Western Australian Industrial Relations Commission Enterprise Bargaining Agreement 1998.
- “**Award**” means the Public Service Award 1992.
- “**Department**” means Department of the Registrar, Western Australian Industrial Relations Commission.
- “**Employee**” means for the purposes of this Agreement, someone who is referred to at Clause 3 Scope of the Agreement.

“**Employer**” means the Chief Executive Officer, Department of the Registrar Western Australian Industrial Relations Commission.

“**Government**” means the State Government of Western Australia.

“**Metropolitan Area**” means the area within a radius of fifty (50) kilometres from the Perth City Railway Station.

“**Minister**” means the Minister or Ministers of the Crown responsible for the administration of the Department

“**Union**” means The Civil Service Association of Western Australia Incorporated.

“**WAIRC**” means the Western Australian Industrial Relations Commission

7.—DATE AND OPERATION OF AGREEMENT

(1) This Agreement shall operate from the date of registration and shall remain in force for a period of two years.

(2) During the life of the Agreement the parties will continue to address a range of issues and reforms specifically aimed at increasing productivity. The parties agree that these issues may form the basis of future negotiations

(3) The pay quantum achieved as a result of this Agreement will remain and form the new base pay rates for future Agreements or continue to apply in the absence of a further Agreement, except where the award rate is higher in which case the award shall apply.

(4) The Agreement will continue in force after the expiry of the term until such time as any of the parties withdraws from the Agreement by notification in writing to the other party and to the WAIRC, or until this Agreement is replaced by a new Agreement.

8.—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of the Agreement there shall be no further salary or wage increases sought or granted except for those provided under the terms of this Agreement or provided for in National or State Wage Case Decisions.

9.—SINGLE BARGAINING UNIT

This Agreement has been negotiated through a Single Bargaining Unit (SBU). The SBU comprised of the Union and the employer.

10.—RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted in conjunction with the existing awards and agreements that apply to the parties to this Agreement. In the case of any inconsistencies, this Agreement shall have precedence to the extent of any inconsistencies.

11.—RE-OPEN NEGOTIATIONS

The parties agree to commence negotiations for development of a new Agreement at least six (6) months prior to the expiration of the period of this Agreement.

12.—AVAILABILITY OF AGREEMENT

Every employee will be entitled to a copy of this Agreement. This Agreement will be kept electronically or in hard copy in an accessible place and this place will be communicated to all employees.

13.—DISPUTE RESOLUTION PROCEDURE

This dispute settlement procedure will apply to any questions, dispute or difficulties that arise under this Agreement or Award—

- (1) The employee/s concerned shall discuss the matter with their immediate supervisor in the first instance. The employee may be accompanied by the Workplace representative or a Union representative.
- (2) If the matter is not resolved within 5 working days following the discussion in accordance with subclause (1) hereof, the matter shall be referred by the Union representative or employee to the Chief Executive Officer of the Department or his/her nominee for resolution.

- (3) If the matter is not resolved within 5 working days of the Union representative's or employee's notification of the dispute to the Chief Executive Officer, it may be referred by either party to the WAIRC.

14.—OBJECTIVES

The shared objectives of the parties are—

- (1) Customer Focus
 - To be sensitive and responsive to the needs of our customers.
- (2) Continuous Improvement
 - Continually improve the Quality of our services.
 - Adapt to change.
- (3) Value For Money
 - Provide cost effective services on a value for money basis.
 - Pursue best practice standards in everything we do.
- (4) Staff Development
 - Offer rewarding career opportunities for all staff.
- (5) Workplace Ethics
 - Promote and foster a culture of honesty and integrity guided by principles of equity and respect. Such a culture will demonstrate open communication and consultation, productive and harmonious working relationships and a healthy and safe workplace.

15.—PRODUCTIVITY MEASUREMENT

(1) The parties agree that the measurement and monitoring of productivity improvements provides critical feedback on the performance of the Department to management, employees and other relevant stakeholders.

(2) The parties agree to assess organisational performance according to the extent to which the objectives of the Department are achieved. The parties agree that performance indicators and benchmark measurements assist in the attainment of corporate goals in the interests of clients, employees, the Department and the government on behalf of the community, and the employees and employer agree to actively use performance indicators and benchmark measurements to monitor and assess performance.

(3) During the life of this Agreement, a performance measurement system will be developed in consultation with the parties to this Agreement to measure the initiatives contained in Annexure B. It is further envisaged that any other initiatives introduced for further efficiency/effectiveness for the Department during the term of this Agreement may be considered in negotiations between the parties for any future Agreement.

16.—PRODUCTIVITY INITIATIVES

(1) The parties are committed to the continued development and implementation of a broad agenda of initiatives designed to increase the efficiency and effectiveness of the program and service delivery of the Department. The current initiatives are detailed in Annexure B of this Agreement.

(2) The parties further agree that any productivity based savings which may be achieved as a result of this Agreement or other employee/employer initiated improvements not contemplated by this Agreement may be taken into account in developing future agreements.

17.—IMPLEMENTATION OF EBA INITIATIVES

(1) The parties will develop an agreed process for the implementation of the initiatives outlined in this Agreement.

(2) The parties agree that all employees are encouraged to monitor, review and have input into the progress of the implementation of the Agreement and to actively share information and consult on corporate strategic issues affecting the Department's business operation.

(3) The parties to any forum established under subclause (2) will consist of any interested employees and management.

(4) The Department will ensure that adequate resources are allocated to support the implementation of the initiatives outlined in this Agreement.

18.—CONSULTATION

The parties are committed to working together to improve the business performance and working environment in the Department. Whilst it is acknowledged by the parties that decisions will continue to be made by the employer who is responsible and accountable to Government by statute for the effective and efficient operation of the Department's business, the parties are committed to effective communication and agree, in particular, that—

- (1) Where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of employees, the staff affected shall be notified as early as possible.
- (2) Consultation with employees on proposed changes to work organization shall occur prior to final decisions being made.
- (3) Employees will be involved in contributing to the efficiency and effectiveness of their workplace within policies and guidelines.
- (4) In the context of this clause consultation shall mean information sharing and discussion on matters relevant to the decision making processes which shall be conducted in such a way as to enable the parties to effectively contribute to the decision making process.

19.—SALARY INCREASES

(1) In recognition of the initiatives contained in this Agreement, employees will receive salary increases as provided in Annexure A of this Agreement. In the event that an initiative or target is deemed by the employer to be inappropriate or unachievable due to extraneous factors, the parties will meet to consider substituting another target/initiative.

(2) Payment of the second and third salary increases is dependent on specific performance targets being met as outlined in Annexure B of this Agreement.

20.—SHORT TERM EMPLOYMENT

(1) The Department may engage employees on short term contracts where the type of employment involves specific workload demands of a defined nature where—

- (a) The job project is of a finite nature that requires the skills not currently possessed by a current employee.
- (b) A person with specific skills is required and would not be able to be redeployed later.

21.—EMPLOYEE FUNDED EXTRA LEAVE

(1) By mutual agreement between the employee and the employer, the employee can receive 48 weeks pay spread over the full 52 weeks of the year, whereby the employee can take 8 weeks leave instead of 4 weeks per year.

(2) The additional 4 weeks per year will not be able to be accrued. In the event that the employee cannot take the leave, his/her salary will be adjusted at the completion of the 12 month period to take account of the time worked during the year that was not included in salary.

(3) The additional 4 weeks per year will not attract leave loading.

(4) The employer will ensure that employees are encouraged to seek professional advice as to superannuation arrangements and taxation effects.

(5) For the purposes of this Agreement where the employee commences a period of leave under this clause and the commencement date is not the beginning of the calendar year then the leave shall be accrued on a pro rata basis.

(6) For the purposes of the Government Employees Superannuation Scheme the superannuation salary is the salary that would have applied had the employee not entered into an arrangement under this clause.

22.—PART-TIME EMPLOYMENT

(1) The parties agree that permanent part time employment shall be a minimum of 7.5 hours per week and a maximum of 30 hours per week.

(2) Unless agreed otherwise between the employer and the employee, where a part time arrangement is concluded and that arrangement has been in place for twelve months or less,

the employee (on written request) shall revert to full time hours as soon as is deemed reasonable by the employer, but no later than 4 weeks after the date of the request.

(3) Where a part time arrangement concludes, and that arrangement has been in place for greater than twelve months, there shall be no right to reversion to full time hours as applicable in subclause 2. However, the employer shall ensure the employee reverts to full time hours at the earliest possible opportunity.

(4) Notwithstanding subclause 3 where a part time arrangement has been in place for more than twelve months and is covered by express provisions for the management of the employee at the conclusion of the agreement, the employer shall comply with those provisions.

23.—PARENTAL LEAVE

(1) Definition

- (a) "Employee" includes full time, part time, permanent and fixed term contract employees
- (b) "Replacement Employee" is an employee specifically engaged to replace an employee proceeding on parental leave

(2) Eligibility for Parental Leave

- (a) An employee is entitled to a period of up to 52 weeks' unpaid parental leave in respect of the birth of a child to the employee or the employee's spouse/partner.
- (b) Where the employee applying for the leave is the partner of a pregnant spouse, one week's paid annual leave may be taken at the birth of the child concurrently with parental leave taken by the pregnant employee.
- (c) An employee adopting a child under the age of five years shall be entitled to three weeks' parental leave at the placement of the child and a further period of parental leave up to a maximum of 52 weeks.
- (d) An employee seeking to adopt a child shall be entitled to two days' unpaid leave for the employee to attend interviews or examination required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's leave. The employee may take any paid leave entitlement in lieu of this leave.
- (e) Subject to subclause (2)(b) of this clause, where both partners are employed by the Department the leave shall not be taken concurrently except under special circumstances and with the approval of the Chief Executive Officer.
- (f) Parental leave shall not extend beyond one year from the birth or placement of the child unless approved by the employer.

(3) Other Leave Entitlements

- (a) An employee proceeding on parental leave may elect to utilise any accrued annual leave or accrued long service leave for the whole or part of the period of parental leave.
- (b) An employee may extend the maximum period of parental leave with a period of accrued annual leave, accrued long service leave or leave without pay subject to the Chief Executive Officer's approval.
- (c) An employee on parental leave is not entitled to paid sick leave and other paid award absences.
- (d) Where the pregnancy of an employee terminates other than by the birth of a living child then the employee shall be entitled to such period of paid sick leave to which she is entitled or unpaid leave for a period certified as necessary by a registered medical practitioner.
- (e) Where a pregnant employee not on parental leave suffers illness related to the employee's pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or such further unpaid leave for a period certified as necessary by a registered medical practitioner.

(4) Notice and Variation

- (a) The employee shall give not less than four weeks' written notice to the Department of the date the employee proposes to commence parental leave stating the period of leave to be taken.
- (b) The minimum period of absence on maternity leave shall commence six weeks before the expected date of birth and end six weeks after the day on which the birth has taken place, however an officer may apply to the Chief Executive Officer to vary this period provided her application is supported by a certificate from a registered medical practitioner indicating that the officer is fit to continue or resume duty within this minimum period.
- (c) An employee proceeding on parental leave may elect to take a shorter period of leave and may at any time during that period of leave elect to reduce or extend the period stated in the original application provided four weeks' written notice is provided.

(5) Transfer to a Safe Job

- (a) Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred internally to a safe position of the same classification until the commencement of parental leave.
 - (i) Where the employer is unable to provide a safe job with the organisation, or modify the work to the extent required to provide safe employment, with the consent of the employee, and where practicable, the employee may be transferred to another agency until the commencement of parental leave.
 - (ii) Where an external transfer is arranged, the work undertaken by the employee shall be at the same classification and within the employee's competence.
- (c) If the transfer to a safe position is not practicable, the employee may take approved paid or unpaid leave for such period as is certified necessary by a registered medical practitioner.

(6) Replacement Employee

Prior to engaging a replacement employee the Department shall inform the person of the temporary nature of the employment and the entitlements relating to return to work of the employee on parental leave.

(7) Return to Work

- (a) An employee shall confirm the intention to return to work by notice in writing to the Department not less than four weeks prior to the expiration of the period of parental leave;
- (b) An employee who returns from parental leave after a maximum 12 months absence shall be entitled to the position that the employee occupied immediately prior to proceeding on parental leave. Where an employee was transferred to a safe job pursuant to subclause (5) hereof the employee is entitled to return to the position occupied immediately prior to the transfer.
- (c) An employee who returns from parental leave after an absence in excess of 12 months may not be entitled to the position he or she occupied immediately prior to proceeding on parental leave.
- (d) Where the employee does not return to their previous position, the employer will find an alternative position.
- (e) In accordance with Clause 9—"Part-Time Employment" of the Award, an employee may apply to return to work on a part-time basis to the same position occupied prior to the commencement of leave or to a different position at the same classification level on a part-time basis.
- (f) For the purposes of this Agreement, 'part-time' is considered to be any hours less than 37.5 hours per

week the rate of pay being proportionate to the time worked relative to full-time employment.

- (g) Where the position occupied by the employee no longer exists, the employee shall be entitled to a position of the same classification level within the employee's competency and skills.

(8) Effect of Leave on Employment Contract

(a) Fixed Term Contract

An employee employed for a fixed term contract shall have the same entitlement to parental leave however, the period of leave granted shall not extend beyond the term of that contract.

(b) Continuous Service

Absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose under the relevant award or this agreement.

(c) Termination of Employment

An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the Award.

24.—CHILD CARE ARRANGEMENTS

(1) The Department recognises the needs of employees with family responsibilities and the right to address those responsibilities without conflict between work and home.

(2) The parties are committed to the introduction of conditions of work that assist employees with family responsibilities effectively discharge both responsibilities.

(3) A needs analysis will be conducted during the term of this Agreement, in consultation with employees, on the issue of child care to ascertain the requirements of employees and make recommendations on the best way the Department can assist employees access to high quality child care. The issues to be examined shall include but not be limited to—

- a) Provision of a child care referral and information service
- b) Provision of a family room on site for emergency childcare arrangements.
- c) Access to a nanny service for urgent meetings conferences etc
- d) After hours dependent care.

25.—FAMILY CARERS LEAVE

(1) Employees covered by this Agreement may with the approval of the Chief Executive Officer use up to five days sick leave in any calendar year in accordance with this clause to provide care for another person who is ill, subject to—

- (a) the employee having available not less than ten days sick leave for their own use in that calendar year; and
- (b) the employee being an employee with family responsibility; and
- (c) the person to be cared for being either—
 - (i) a member of the employee's immediate family; or
 - (ii) a member of the employee's household.
- (d) production of evidence satisfactory to the employer in proof of the illness of the other person in accordance with paragraph (a) of subclause (5) of Clause 22.—Sick Leave of the Award with the words "sick leave" substituted with the words "family carer's leave".
- (e) the term "immediate family" means—

- (i) a partner (including a spouse or de facto spouse) of the employee. A partner means a person who lives with the employee on a bona fide domestic basis although not necessarily legally married to the employee; and
- (ii) a child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or other relative of the employee.

(2) the employee shall, wherever practicable, give the employer notice prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence as soon as practicable.

(3) The employer, having regard to the need and nature of the care required, may approve further periods of leave, utilising short leave, annual leave or long service leave entitlements, as is necessary in the circumstances.

(4) An employee may elect with the consent of the Department to take unpaid leave, for the purposes of providing care to an eligible person in accordance with sub-clause (1) of this clause.

26.—BEREAVEMENT LEAVE

(1) On the death of—

- (a) the spouse or defacto spouse of an employee;
- (b) the child or stepchild of an employee;
- (c) the parent or step-parent of an employee;
- (d) the grandparent or grandchild of an employee;
- (e) a sibling of the employee; or
- (f) any other person who immediately before that person's death lived with the employee as a member of the employee's family,
- (g) a significant person to the employee such as cousin, close friend, Mother/ Father in law, Son/ Daughter in law;

the employee is entitled to be paid bereavement leave of up to two days.

(2) The two days need not be consecutive and are not to be taken during the period of any other kind of leave.

(3) Where bereavement leave is taken, the employee agrees to provide, if requested, proof of the death and the relationship between the employee and the deceased.

(4) Bereavement leave is not cumulative from year to year.

27.—TRAVEL CONCESSIONS DURING LEAVE

(1) A Travel Concession of a return economy airfare to Perth or an equivalent payment will be available during leave to the employee and their family following every 12 months service in Karratha.

(2) The employee must submit a request for the travel concession to the employer at least four weeks in advance of proceeding on leave.

(3) For the purposes of this clause family means—

- the spouse including the defacto spouse of the employee, and
- a dependent child or relative who resides with the employee (dependent means having an income less than the minimum taxable limit)

(4) A Travel Concession will not be paid if provided for by the employee's spouse's employer and will lapse if not taken within 12 months of becoming due.

28.—SKILLS DEVELOPMENT LEAVE

(1) The employer may grant the employee paid skills development leave for accredited and non-accredited courses of study.

(2) In relation to accredited courses of studies at Public Institutions, the employer may subsidise fees associated with the study. However, if the employee does not attain satisfactory results from the study, the employer is entitled to seek reimbursement of these fees from the employee.

(3) Paid skills development leave will normally be available where the activity being undertaken is—

- (a) relevant to the duties being or likely to be performed by the employee.
- (b) relevant to the current and emerging business needs of the department.
- (c) enhances the career development of the employee.
- (d) does not unduly affect or inconvenience the operations of the department.

(4) To obtain skills development Leave for accredited courses of study, employees must demonstrate their personal commitment to learning and studying by undertaking an acceptable formal study load of an equivalent amount in their own time. This means that at least half of the total formal study commitment should be undertaken in the employee's own time, except in special cases determined by the employer.

(5) The employer may grant an employee leave without pay to undertake full-time study for a period up to twelve months subject to the conditions specified in sub clause (3) of this clause.

29.—FAMILY/CULTURAL/CEREMONIAL LEAVE

(1) An employee covered by this Agreement is entitled up to two days paid leave in each calendar year. Such leave shall include leave to meet the employee's family responsibilities, customs or traditional law and enable the participation in family, ceremonial or cultural activities.

(2) To qualify for the maximum two days leave the employee must be continuously employed from January 2 in each year. Employees who have not been continuously employed for such a period but have been continuously employed since April 15 in each year are eligible for one day of leave.

(3) Family/Ceremonial/Cultural leave shall not accrue year to year.

(4) Where an employee has applied for Family/Cultural/Ceremonial leave during the year but, due to the operational needs of the Department has not been able to clear this leave prior to December 31, the employee will be paid an amount in lieu of the leave due equivalent to a days pay at normal time rates.

(5) Leave without pay may be granted by agreement between the employer and the employee for ceremonial or cultural leave purposes.

(6) The employee shall where practicable, give the employer notice prior to the absence, of the intention to take leave. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence as soon as practicable.

(7) Family, cultural and ceremonial leave cannot be paid out on resignation, retirement or termination

30.—PUBLIC HOLIDAYS

(1) The following days will be paid public holidays—

New Years Day, Australia Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, The Sovereigns Birthday, Foundation Day, Labour Day.

(2) When any of these days mentioned falls on a Saturday or on a Sunday, the holiday will be observed on the next succeeding Monday.

(3) When Boxing Day falls on a Sunday or Monday the holiday will be observed on the next Tuesday. In each case the substituted day will be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

31.—SICK LEAVE

This Agreement will apply the conditions contained in Clause 22.—Sick Leave of the Award with the exception that sick leave credits will be on a full pay basis as follows—

| | |
|--|---------------------------|
| | Sick Leave on full pay |
| On the day of initial appointment | (45 Hrs) |
| On completion of 6 months continuous service | (48.75 Hrs) |
| On the completion of 12 months continuous service | (93.75 Hrs) |
| On the completion of each further period of 12 months continuous service | (93.75Hrs) |

32.—TIME AND SALARIES RECORD

(1) The Department shall keep or cause to be kept a time and salaries record showing—

- (a) the name of each officer;
- (b) the nature of the work performed;

- (c) the hours worked each day; and
- (d) the salary, allowances and overtime paid to each officer.

(2) Any system of automatic recording by means of machines shall be deemed to comply with this clause to the extent of the information recorded.

(3) The Department will maintain a personal or other file on each employee and subject to the Department's convenience, each employee shall, in the presence of an approved officer, be entitled to examine all material maintained on that file and take photocopies of such material.

33.—HOURS OF DUTY

(1) Subject to the concurrence of the Manager, employees may select their own starting and finishing times within the following periods—

- 7.00am to 9.30am
- 12.00 noon to 2.00pm (minimum half an hour break)
- 3.30 pm to 6.00pm

(2) Employees will work an average of 37.5 hours per week over a 4 weekly (2 pay period) cycle of 150 hours.

(3) Unless in the Manager's opinion exceptional circumstances prevail, employees will not accrue more than 15 hours of flexitime credits or 7.5 hours of debits in any 4 weekly (2 pay period) cycle. Credits and debits may be carried over to the next pay period.

(4) Unless in the Manager's opinion exceptional circumstances prevail, employees will not take more than 15 hours of flexi leave in any 4 weekly (2 pay period) cycle. The granting of such leave is subject to the Department's operational requirements

(5) The ordinary hours of work will be between 7.00am and 6.00pm Monday to Friday and count towards the required average of 37.5 hours per week.

(6) The ordinary hours of work will be consecutive except for an unpaid meal break of not less than 30 minutes.

(7) Employees will be expected to take an unpaid meal break after not more than 6 consecutive hours of work unless an emergency situation exists. In this situation, employees may be required to work for more than 6 hours without a break, in which case, the employee will take a meal break as soon as is possible after the emergency situation.

(8) Subject to the provision of subclause (6) the time and length of meal breaks may be altered to suit the operational requirements of the Department and the employee.

(9) Employees will utilise available flexi leave credits before accessing short leave.

34.—ANNUAL LEAVE FOR CHAMBERS STAFF

Where practicable, employees who work in Chambers will clear annual leave in conjunction with their Commissioner

35.—SIGNATURES OF PARTIES TO THE AGREEMENT

Signatories

Signed by the Acting Chief Executive Officer, for and on behalf of the Department of the Registrar, EMPLOYER

.....Signed.....

John Spurling
A/CHIEF EXECUTIVE OFFICER Date: 17/9/98

Signed for and on behalf of the
THE CIVIL SERVICE ASSOCIATION OF
WESTERN AUSTRALIA INCORPORATED

.....Signed.....

Dave Robinson
GENERAL SECRETARY Date: 22/9/98

Annexure A

Salary Rates

Department of the Registrar Enterprise Agreement 1998

Salary Increases are linked to the achievement of initiatives outlined in Annexure B

| Level | Scenario 1—1% Pay Rise 17/11/98 | | | | Scenario 2—1.5% Pay Rise 17/11/98 | | | | Scenario 3—0% Pay Rise 17/11/98 | | | | | |
|----------------|---------------------------------|--------------------------|----------------------------------|-------------------------------|------------------------------------|---------------------------------|----------------------------------|-------------------------------|------------------------------------|---------------------------------|----------------------------------|-------------------------------|------------------------------------|---------------------------------|
| | Salary 1/01/97 \$ | Salary 17/11/98 \$ | Pay Rise 17/11/98 1% \$ | Pay Rise 17/99 1% \$ | Pay Rise 17/11/98 1.5% \$ | Pay Rise 17/99 1.5% \$ | Pay Rise 17/11/98 1% \$ | Pay Rise 17/99 1% \$ | Pay Rise 17/11/98 3.5% \$ | Pay Rise 17/99 3.5% \$ | Pay Rise 17/11/98 1% \$ | Pay Rise 17/99 1% \$ | Pay Rise 17/11/98 3.5% \$ | Pay Rise 17/99 3.5% \$ |
| Level 1 | | | | | | | | | | | | | | |
| Under 17 Years | 11,649 | 11,882 | 12,001 | 12,121 | 12,241 | 12,421 | 12,061 | 12,181 | 12,302 | 12,483 | 11,882 | 12,001 | 12,120 | 12,298 |
| 17 years | 13,614 | 13,887 | 14,026 | 14,166 | 14,306 | 14,516 | 14,095 | 14,236 | 14,377 | 14,588 | 13,887 | 14,026 | 14,164 | 14,373 |
| 18 Years | 15,880 | 16,198 | 16,360 | 16,524 | 16,687 | 16,933 | 16,441 | 16,605 | 16,770 | 17,016 | 16,198 | 16,360 | 16,522 | 16,765 |
| 19 years | 18,382 | 18,750 | 18,937 | 19,127 | 19,316 | 19,600 | 19,031 | 19,221 | 19,412 | 19,697 | 18,750 | 18,937 | 19,125 | 19,406 |
| 20 years | 20,643 | 21,056 | 21,266 | 21,479 | 21,692 | 22,011 | 21,372 | 21,585 | 21,799 | 22,120 | 21,056 | 21,266 | 21,477 | 21,793 |
| 1st year Adult | 22,676 | 23,130 | 23,361 | 23,595 | 23,828 | 24,179 | 23,477 | 23,712 | 23,946 | 24,299 | 23,130 | 23,361 | 23,592 | 23,939 |
| 2nd year Adult | 23,375 | 23,843 | 24,081 | 24,322 | 24,563 | 24,924 | 24,200 | 24,442 | 24,684 | 25,047 | 23,843 | 24,081 | 24,319 | 24,677 |
| 3rd year Adult | 24,072 | 24,554 | 24,799 | 25,047 | 25,295 | 25,667 | 24,922 | 25,171 | 25,421 | 25,794 | 24,554 | 24,799 | 25,045 | 25,413 |
| 4th year Adult | 24,766 | 25,261 | 25,514 | 25,769 | 26,024 | 26,407 | 25,640 | 25,897 | 26,153 | 26,538 | 25,261 | 25,514 | 25,767 | 26,145 |
| 5th year Adult | 25,463 | 25,972 | 26,232 | 26,494 | 26,757 | 27,150 | 26,362 | 26,626 | 26,889 | 27,285 | 25,972 | 26,232 | 26,492 | 26,881 |
| 6th year Adult | 26,161 | 26,684 | 26,951 | 27,220 | 27,490 | 27,894 | 27,084 | 27,355 | 27,626 | 28,032 | 26,684 | 26,951 | 27,217 | 27,618 |
| 7th year Adult | 26,963 | 27,502 | 27,777 | 28,055 | 28,333 | 28,750 | 27,915 | 28,194 | 28,473 | 28,892 | 27,502 | 27,777 | 28,052 | 28,465 |
| 8th year Adult | 27,518 | 28,068 | 28,349 | 28,633 | 28,916 | 29,341 | 28,489 | 28,774 | 29,059 | 29,487 | 28,068 | 28,349 | 28,630 | 29,051 |
| 9th year Adult | 28,339 | 28,906 | 29,195 | 29,487 | 30,077 | 31,130 | 29,340 | 29,633 | 30,226 | 31,284 | 28,906 | 29,195 | 29,779 | 30,821 |
| Level 2 | | | | | | | | | | | | | | |
| 1st year | 29,321 | 29,908 | 30,207 | 30,509 | 30,811 | 31,264 | 30,356 | 30,660 | 30,963 | 31,419 | 29,908 | 30,207 | 30,506 | 30,954 |
| 2nd year | 30,074 | 30,676 | 30,983 | 31,292 | 31,602 | 32,067 | 31,136 | 31,447 | 31,759 | 32,226 | 30,676 | 30,983 | 31,289 | 31,750 |
| 3rd year | 30,866 | 31,484 | 31,798 | 32,116 | 32,434 | 32,911 | 31,956 | 32,275 | 32,595 | 33,074 | 31,484 | 31,798 | 32,113 | 32,585 |
| 4th year | 31,703 | 32,337 | 32,660 | 32,987 | 33,314 | 33,804 | 32,822 | 33,150 | 33,479 | 33,971 | 32,337 | 32,660 | 32,984 | 33,469 |
| 5th year | 32,578 | 33,230 | 33,562 | 33,898 | 34,233 | 34,737 | 33,728 | 34,066 | 34,403 | 34,909 | 33,230 | 33,562 | 33,894 | 34,393 |
| Level 3 | | | | | | | | | | | | | | |
| 1st year | 33,781 | 34,457 | 34,802 | 35,150 | 35,498 | 36,020 | 34,974 | 35,324 | 35,673 | 36,198 | 34,457 | 34,802 | 35,146 | 35,663 |
| 2nd year | 34,719 | 35,413 | 35,767 | 36,125 | 36,483 | 37,019 | 35,945 | 36,304 | 36,663 | 37,203 | 35,413 | 35,767 | 36,122 | 36,653 |
| 3rd year | 35,685 | 36,399 | 36,763 | 37,131 | 37,498 | 38,050 | 36,945 | 37,315 | 37,684 | 38,238 | 36,399 | 36,763 | 37,127 | 37,673 |
| 4th year | 36,678 | 37,411 | 37,785 | 38,163 | 38,541 | 39,108 | 37,972 | 38,352 | 38,732 | 39,301 | 37,411 | 37,785 | 38,159 | 38,72 |
| Level 4 | | | | | | | | | | | | | | |
| 1st year | 38,038 | 38,799 | 39,187 | 39,579 | 39,971 | 40,558 | 39,381 | 39,775 | 40,169 | 40,759 | 38,799 | 39,187 | 39,575 | 40,157 |
| 2nd year | 39,104 | 39,886 | 40,285 | 40,688 | 41,091 | 41,695 | 40,485 | 40,889 | 41,294 | 41,902 | 39,886 | 40,285 | 40,684 | 41,282 |
| 3rd year | 40,201 | 41,005 | 41,415 | 41,830 | 42,244 | 42,865 | 41,620 | 42,037 | 42,453 | 43,077 | 41,005 | 41,415 | 41,826 | 42,441 |
| Level 5 | | | | | | | | | | | | | | |
| 1st year | 42,314 | 43,160 | 43,592 | 44,028 | 44,464 | 45,118 | 43,808 | 44,246 | 44,684 | 45,341 | 43,160 | 43,592 | 44,024 | 44,671 |
| 2nd year | 43,742 | 44,617 | 45,063 | 45,514 | 45,965 | 46,641 | 45,286 | 45,739 | 46,192 | 46,872 | 44,617 | 45,063 | 45,510 | 46,179 |
| 3rd year | 45,226 | 46,131 | 46,592 | 47,058 | 47,524 | 48,223 | 46,823 | 47,291 | 47,759 | 48,462 | 46,131 | 46,592 | 47,053 | 47,745 |
| 4th year | 46,766 | 47,701 | 48,178 | 48,660 | 49,142 | 49,864 | 48,417 | 48,901 | 49,385 | 50,111 | 47,701 | 48,178 | 48,655 | 49,371 |
| Level 6 | | | | | | | | | | | | | | |
| 1st year | 49,242 | 50,227 | 50,729 | 51,236 | 51,744 | 52,505 | 50,980 | 51,490 | 52,000 | 52,764 | 50,227 | 50,729 | 51,231 | 51,985 |
| 2nd year | 50,925 | 51,944 | 52,463 | 52,988 | 53,512 | 54,299 | 52,723 | 53,250 | 53,777 | 54,568 | 51,944 | 52,463 | 52,982 | 53,762 |
| 3rd year | 52,667 | 53,721 | 54,258 | 54,800 | 55,343 | 56,157 | 54,526 | 55,072 | 55,617 | 56,435 | 53,721 | 54,258 | 54,795 | 55,601 |
| 4th year | 54,527 | 55,618 | 56,174 | 56,736 | 57,297 | 58,140 | 56,452 | 57,016 | 57,581 | 58,428 | 55,618 | 56,174 | 56,730 | 57,564 |
| Level 7 | | | | | | | | | | | | | | |
| 1st year | 57,379 | 58,527 | 59,112 | 59,703 | 60,294 | 61,181 | 59,405 | 59,999 | 60,593 | 61,484 | 58,527 | 59,112 | 59,697 | 60,575 |
| 2nd year | 59,535 | 60,740 | 61,145 | 61,757 | 62,368 | 63,285 | 61,448 | 62,062 | 62,677 | 63,599 | 60,740 | 61,145 | 61,751 | 62,659 |
| 3rd year | 61,500 | 62,530 | 63,357 | 63,991 | 64,624 | 65,575 | 63,671 | 64,308 | 64,944 | 65,899 | 62,530 | 63,357 | 63,984 | 64,925 |
| Level 8 | | | | | | | | | | | | | | |
| 1st year | 64,989 | 66,289 | 66,952 | 67,622 | 68,291 | 69,295 | 67,284 | 67,956 | 68,629 | 69,639 | 66,289 | 66,952 | 67,615 | 68,609 |
| 2nd year | 67,489 | 68,839 | 69,527 | 70,223 | 70,918 | 71,961 | 69,871 | 70,570 | 71,269 | 72,317 | 68,839 | 69,527 | 70,216 | 71,248 |
| 3rd year | 70,589 | 72,000 | 72,720 | 73,448 | 74,175 | 75,266 | 73,080 | 73,811 | 74,542 | 75,638 | 72,000 | 72,720 | 73,440 | 74,520 |
| Level 9 | | | | | | | | | | | | | | |
| 1st year | 74,460 | 75,949 | 76,708 | 77,475 | 78,242 | 79,393 | 77,088 | 77,859 | 78,630 | 79,786 | 75,949 | 76,708 | 77,468 | 78,607 |
| 2nd year | 77,075 | 78,616 | 79,403 | 80,197 | 80,991 | 82,182 | 79,796 | 80,594 | 81,392 | 82,589 | 78,616 | 79,403 | 80,189 | 81,368 |
| 3rd year | 80,058 | 81,659 | 82,475 | 83,300 | 84,125 | 85,362 | 82,884 | 83,713 | 84,541 | 85,785 | 81,659 | 82,475 | 83,292 | 84,517 |
| Class 1 | 84,568 | 86,260 | 87,122 | 87,994 | 88,865 | 90,172 | 87,554 | 88,429 | 89,305 | 90,618 | 86,260 | 87,122 | 87,985 | 89,279 |
| Class 2 | 89,079 | 90,861 | 91,769 | 92,687 | 93,605 | 94,981 | 92,223 | 93,146 | 94,068 | 95,451 | 90,861 | 91,769 | 92,678 | 94,041 |
| Class 3 | 93,587 | 95,459 | 96,414 | 97,378 | 98,342 | 99,788 | 96,891 | 97,860 | 98,829 | 100,282 | 95,459 | 96,414 | 97,368 | 98,800 |
| Class 4 | 98,098 | 100,060 | 101,061 | 102,071 | 103,082 | 104,598 | 101,561 | 102,577 | 103,592 | 105,116 | 100,060 | 101,061 | 102,061 | 103,562 |

ANNEXURE B

CRITERIA FOR ACCESS TO PAY RISES

1. The Measurement Process

The pay rises available under this Agreement are based on improved organizational performance and improved productivity.

The parties agree to jointly assess the performance measures for the pay rises available under this Agreement at the dates given in Column A of Table 1. using the performance measurement tool at Table 2.

The assessment will be made as follows—

- Assess each of the performance measures in Table 2 and indicate the appropriate rating in Column (B) "Rating".
- Multiply the rating for each performance measure by its relevant weighting (Column A) Table 2 and indicate the result in Column (C).

- Calculate the "Resultant Index" (RI) by dividing the total of Column (C) by the total weightings of the performance measures. Round the result to the nearest whole number.

- If the RI calculated above is either 1 or 2, the pay rise available in Column (C) of Table 1 will be applicable.

- If the (RI) is below "1" then no pay rise or catch up pay rise is available. A negative RI will not result in a reduction in pay but may be used in discounting any subsequent Agreement.

The same Performance Measures applied in determining the pay rise for 17 November 1998 will be used to determine the pay rise of 1 July 1999. The baselines for the third pay rise will be set within three months following the determination of the second pay rise under this Agreement. The baseline allocated to each performance measure for the 1 July 1999 pay rise will be determined by the parties having regard to the

rating achieved for each performance measure for the 17 November 1998 pay rise.

For example, if in determining the quantum of the 17 November 1998 pay rise it is found that 75% of customers are satisfied with our services, then this satisfaction level will be taken into account in forming the baseline for the performance measure of customer satisfaction when determining the pay rise for 1 July 1999.

TABLE 1—Pay Rise Matrix

| Column A Review Commences | Column B Resultant Index (RI) | Column C Pay rise available | Column D Pay rise applies from |
|---------------------------------|-------------------------------------|-----------------------------------|--------------------------------------|
| June 1 1998 | 1 | 1% | 17 November 1998 |
| | or 2 | 1 1/2% | |
| May 1 1999 | 1 | 1% | 1 July 1999 |
| | or 2 | 2% | |
| | or 3 | 3% | |

2. Performance Measures

The following are the key performance measures for use in the performance model at Table 2. The performance measures are based on the key corporate objectives from the Corporate Plan.

1) Customer Satisfaction

- The percentage of customers satisfied with the services offered by the Department.
- Seamless service delivery to customers when lodging either Federal or State applications represented by the percentage of federal service enquiries dealt with by Commission staff.
- The Gazette being offered electronically, necessitating process changes that impact on internal systems.
- A wider availability of service opening times, allowing customers greater choice.

2) Continuous Improvement

Reduced duplication and waste expressed through—

- Percentage of files returned to Registry for Corrective action achieving an acceptable target.
- Maintain the Gazette being produced on time. Changes in delivery mode of the Gazette will create peaks and troughs in activity. The peaks will be absorbed within existing resources.
- Quality of response to research requests, determined by survey of clients on timeliness and appropriateness. Staff will monitor performance.
- Refinement of Information Technology competency. Staff will actively participate in improving competency in the use of the latest technology, supported by appropriate training.

3) Value for Money

Budget Savings – Identification of the following budget savings, which allow the agency to reprioritise expenditures to meet core demands.

- 30 June 1998—\$50,000
- 30 June 1999—an additional \$50,000, against a budget baseline of \$6,163,000

Staff efficiency through—

Handling an increased number of applications against a baseline indicator of direct FTE dollars expended per application.

- Information technology competency represented by user enquiries requiring less IT support.
- Reduced reliance on telephonist/ secretarial staff.

4) Staff Development

- Keyboard proficiency is maintained to a requisite level.
- Participation hours in structured learning indicate a commitment to self and organizational improvement through continuing professional development.

TABLE 2—Performance Measurement

To be applied in determining pay rise of 1998.

| PERFORMANCE MEASURE | Ratings | | | | | Resultant Index | | |
|---|---------------|---------------|-------------------|------------------------|----------------|-----------------|---------------|---------------|
| | -2 | -1 | 1 Base line | 2 | 3 | Weight (A) | Rating (B) | Result (C) |
| <i>Customers satisfied with services.</i> | 55% | 60% | 65%* | 75% | 85% | 2 | | |
| <i>Percent of customers with a Federal service enquiry being served by State service staff.</i> | | | 0% | 5% | 10% | 2 | | |
| <i>Gazette offered electronically, either on disk, CD ROM, Internet; in full or selected parts.</i> | | | Paper Only | Partially Available | Internet | 2 | | |
| <i>Service opening times, hours per day</i> | 8.0 | 8.5 | 9 | 9 | 9 | 1 | | |
| <i>Files not returned for Corrective action, % of applications.</i> | | | Find Baseline | 97% | 99% | 2 | | |
| <i>Issues of Gazette on time. Maintain Standard</i> | 10 | 11 | 12-13 | 14 | 15 | 1 | | |
| <i>Quality of response to research requests</i> | -10% | -5% | Find Baseline | +5% | +8% | 1 | | |
| <i>Budget Savings</i> | \$15,000 | \$20,000 | \$25,000 | \$50,000 | \$60,000 | 1 | | |
| <i>Annual FTE \$ expended (direct Registry Officer) per application</i> | \$82 | \$77 | \$72 | \$67 | \$65 | 1 | | |
| <i>Information technology competency, user help enquiries per year</i> | 1600 | 1500 | 1250 | 1000 | 900 | 1 | | |
| <i>Number of phone queries dealt with directly by staff, instead of a dedicated operator</i> | 20 per day | 50 per day | 70 per day | 80 per day | 100 per day | 1 | | |
| <i>Keyboard proficiency to 25wpm, % of staff</i> | 85% | 88% | 90% | 95% | 97% | 1 | | |
| <i>Average annual hours per staff members attending structured learning. Absorbed hours</i> | 3 | 4 | 5 | 6 | 7 | 2 | | |

* NOTE: Due to changes in the method used to determine customer satisfaction, the baseline of 65% for this Agreement equates to the baseline of 85% used to determine pay increases under the previous Agreement.

W= 18

R=

Resultant Index (RI)= R divided by W

**DESIGN COLDROOMS INDUSTRIAL AGREEMENT.
No. AG 85 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters and Plasterers Union of Workers and The Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch

and

Design Coldrooms Construction.

No. AG 85 of 1998.

Design Coldrooms Industrial Agreement.

COMMISSIONER P E SCOTT.

11 November 1998.

Order.

HAVING heard Ms J Harrison on behalf of the Applicants and there being no appearance on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT this application be, and is hereby withdrawn by leave.

[L.S.] (Sgd.) P.E. SCOTT,
Commissioner.

**DIRECT ENGINEERING SERVICES, MALAGA,
SHEET METAL ENTERPRISE BARGAINING
AGREEMENT 1998.
No. AG 221 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers,
Western Australian Branch

and

Direct Engineering Services Pty Ltd.

AG 221 of 1998.

Direct Engineering Services, Malaga, Sheet Metal Enterprise Bargaining Agreement 1998.

COMMISSIONER S J KENNER.

20 November 1998.

Order.

HAVING heard Mr G Sturman as agent on behalf of the applicant and Mr L Pilgrim as agent on behalf of the respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Direct Engineering Services, Malaga, Sheet Metal Enterprise Bargaining Agreement 1998 in the terms of the following schedule be registered on 16 October 1998.
- (2) THAT the Direct Engineering Services Sheet Metal Enterprise Bargaining Agreement No. AG 20 of 1995 be and is hereby cancelled.

[L.S.] (Sgd.) S.J. KENNER,
Commissioner.

ENTERPRISE BARGAINING AGREEMENT

between

DIRECT ENGINEERING SERVICES PTY LTD

and

AUTOMOTIVE, FOOD, METALS, ENGINEERING,
PRINTING & KINDRED INDUSTRIES UNION
(A.M.W.U.) WEST AUSTRALIAN BRANCH

1.—TITLE

This Agreement shall be known as the Direct Engineering Services, Malaga, Sheet Metal Enterprise Bargaining Agreement 1998 and replaces Agreement No. AG 20 of 1995.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Relationship to Award/Order
4. Parties Bound
5. Date and Period of Operation
6. Aims and Objectives
7. Productivity Aims
8. Commitments
9. Dispute Resolution
10. Wages
11. Hours
12. Annual Leave
13. Attendance
14. Health & Safety
15. Renewal of Agreement.
Signatories to Agreement.

3.—RELATIONSHIP TO AWARD/ORDER

This Agreement shall be read and interpreted wholly in conjunction with the Metal Trades (General) Award 1966 No. 13 of 1965. In the event of any inconsistency the conditions prescribed in this Agreement shall prevail.

4.—PARTIES BOUND

- (1) The parties to this Agreement are—
 - (a) Direct Engineering Services Pty Ltd.—(The Company)
 - (b) Automotive Food, Metals, Engineering, Printing & Kindred Industries Union
(A.M.W.U.) West Australian Branch.—(The Union)
 - (c) Employees of the Company who are located in the Malaga Sheetmetal Workshop and are engaged in any of the classifications contained in the parent Award.
 - (d) At the time this Agreement was made it was estimated that it would apply to approximately twenty (20) employees.

5.—DATE AND PERIOD OF OPERATION

This agreement shall operate from 19 September 1998 until 18 September 2000.

6.—AIMS AND OBJECTIVES

- (1) The purpose of entering this agreement is to ensure the productivity, efficiency and flexibility of the company's operations and to ensure the company remains competitive in the air conditioning industry.
- (2) The company and the employees bound by this Agreement agree to working in an open, friendly, communicative workplace so that co-operation and change will ensure harmony and bring with it a productive marketplace.
- (3) This will be brought about by—
 - (a) Effective consultation and communication procedures between management and employees. We are committed to co-operate positively to exchange information to assist any change process and to interactively participate in training and development.
 - (b) Continuous change in workplace practice such as flexible shift rosters and flexible work practices so that we will improve the efficiency of the operations and enhance the skills and job satisfaction of the employees, in a safe working environment.
 - (c) Remaining committed to the application of continuous improvement philosophy to all operations and

using our best efforts to achieve productivity improvements.

- (d) Realising the importance to the business of good customer service and assisting in all ways possible to further the Company's business objectives of improved customer service.
- (e) Commitment to maintaining and improving quality so that our customers receive high quality service, on time and to their specifications, at a competitive price. It is understood that quality not only leads to bigger markets and high profitability but also to the Company being more competitive.
- (f) Understanding the need to involve employees in taking more responsibility for their work.

7.—PRODUCTIVITY AIMS

(1) To achieve agreed productivity the employee and the company agree the following objectives must be achieved—

- (a) Care must be taken in the production of quality work in a thorough and workmanlike manner in as short a time as possible.
- (b) To satisfy customers wherever possible through acceptable quality and standards delivered in accordance with customers requirements wherever possible.
- (c) To make a concerted effort to keep down time to a minimum.
- (d) To make every endeavour to keep absenteeism in the Company to a minimum. The parties are committed to pursuing a reduction of unplanned absences within Direct Engineering Services operations during the life of the Agreement.
- (e) The parties are bound by this agreement to working with management to identify and implement suggestions to improve the reduction of waste.
- (f) Whilst the ordinary hours of work are thirty eight per week the workforce agree to work reasonable overtime where required by the Company to ensure that the Company's contractual obligations to the client are met.
- (g) Workloads, sickness or holidays by workmates, machinery breakdowns or job deadlines may necessitate your assistance.
- (h) The parties commitment is required at all time to ensure that satisfactory housekeeping practices are maintained in workshop areas and yard for a safe and orderly work environment.

8.—COMMITMENTS

(1) All parties undertake to ensure that the terms of this Agreement will not be used to progress or obtain similar arrangements or benefits in any other enterprise.

(2) This agreement shall not operate to cause any employee to suffer a reduction in ordinary-time earnings, or to depart from the standards of the Western Australian Industrial Relations Commission in regard to hours of work, annual leave with pay or long service leave with pay.

9.—DISPUTE RESOLUTION

(1) Where a question, dispute or difficulty arises, concerning his employment, the employee or employees concerned shall initially discuss the matter with their immediate supervisor.

(2) If the question, dispute or difficulty remains unresolved, the employee or employees concerned shall discuss the matter with the Site Manager and, if they so desire, in the presence of their union delegate.

(3) Where the matter remains unresolved, it shall be referred to a senior management representative for discussion with an appropriate full time union official.

(4) The parties agree to record and identify all relevant facts and issues that arise through out the dispute resolution process.

(5) If the matter still remains unresolved, the parties involved shall refer the matter to the Western Australian Industrial Relations Commission ("WAIRC").

(6) Whilst any of the above steps are being followed work shall continue normally and no industrial action including any ban or limitation shall be taken.

(7) The parties to this agreement will only refer a question, dispute or difficulty to the WAIRC, in the event that they have made all reasonable attempts to resolve the question, dispute or difficulty before hand, by adhering to the dispute resolution procedure.

10.—WAGES

Wages paid to employees as at the 18 September 1998 shall be increased by 5% on the day of ratification of the Agreement.

A further 5% wage increase will be paid after 12 months from the date of ratification.

11.—HOURS

The Ordinary Hours of work will be 38 per week. The normal spread of hours will be between 6am to 6pm Monday to Friday and consist of 8 hours duration.

(a) Flexibility to vary the start and finish times of ordinary hours between 6am to 6pm Monday to Friday may be required on specific occasions to suit customer/client requirements and by arrangement between the Employer and the Employee, this flexibility may be extended.

(b) Overtime may be taken as time off in lieu, up to the equivalent of 38 hours per year as paid leave.

(c) Time worked outside the ordinary hours of work will be paid at penalty rates as per the Award.

12.—ANNUAL LEAVE

Leave without pay may be considered for extra special purposes by application.

All leave entitlement are generally to be taken in the year they fall due. A maximum of 10 days per year are allowed to flow on to the next entitlement period.

Each employee is entitled to 4 weeks Annual Leave (152 hours) per year.

13.—ATTENDANCE

An Attendance Bonus of \$20.00 flat to be paid on completion of a full work week cycle. Bonus will not be paid for cycles or periods of annual leave, unauthorised leave, leave without pay and workers compensation. Periods of sick leave up to a maximum of 10 days per year accompanied with a doctor's certificate will not effect bonus payments.

14.—HEALTH AND SAFETY

An ongoing commitment from all parties to maintain Occupational Health, Safety and Welfare standards is required for the life of the agreement.

15.—RENEWAL OF AGREEMENT

Consistent with the terms of the agreement it is agreed that initiatives to renew this agreement will commence between the parties to determine an appropriate course of action in respect of this agreement at least 3 months prior to the expiration of this agreement.

SIGNATORIES TO AGREEMENT

Signed for and behalf of Direct Engineering Services, Malaga
(Sgd.) 18/9/98

Signed for and on behalf of the Metals and Engineering Workers' Union—Western Australia
(Sgd.) 23/9/98

**GROVE CONSTRUCTION SERVICE PTY LTD
INDUSTRIAL AGREEMENT.
No. AG 130 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters &
Plasterers Union of Workers & Other

and

Grove Constructions Services Pty Ltd.

AG 130 of 1998.

Grove Construction Service Pty Ltd Industrial Agreement.

COMMISSIONER S J KENNER.

13 November 1998.

Order.

HAVING heard Ms J Harrison on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Grove Construction Service Pty Ltd Industrial Agreement filed in the Commission on 23 July 1998 be and is hereby registered as an industrial agreement.

(Sgd.) S.J. KENNER,

[L.S.]

Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Grove Construction Service Pty Ltd Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Pyramid Sub-Contracting
18. Fares and Travelling
19. Drug and Alcohol, Safety and Rehabilitation Program
20. Income Protection
21. No Extra Claims

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Grove Construction Services Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award") but limited to work on the John Holland Construction Council House Perth site. There are approximately four (4) employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$50 per week per employee.

2. Superannuation

The Company will immediately increase its level of payment to \$60 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination

- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlines in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: BLPPU (Signed) _____

Date: 16/7/98

(Signed) _____

WITNESS

CMETU (Signed) _____

Date: 16/7/98

(Signed) _____

WITNESS

The Company: (Signed) _____

SIGNATURE

Company Date: 16/7/98

Seal (Signed) _____

PRINT NAME

(Signed) _____

WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|------------------|-----------------|-----------------|----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Labourer Group 1 | 15.56 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.03 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 14.63 | 15.05 | 15.48 | 15.90 | 16.12 |

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Plaster, Fixer | 16.17 | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 15.81 | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.15 | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.11 | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 18.50 | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.27 | 16.75 | 17.22 | 17.70 | 17.93 |
| Rooftiler | 15.99 | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 16.75 | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 16.96 | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1998 | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|--------------------------|-----------------|-----------------|----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Plasterer, Fixer | | | | | |
| Year 1 | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3) | 8.90 | 9.16 | 9.42 | 9.68 | 9.81 |
| Year 3 (2/3) | 12.13 | 12.49 | 12.84 | 13.19 | 13.37 |
| Year 4 (3/3) | 14.23 | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | | |
| Year 1 (.5/3.5) | 6.64 | 6.84 | 7.03 | 7.22 | 7.32 |
| Year 2 (1/3), (1.5/3.5) | 8.70 | 8.95 | 9.20 | 9.45 | 9.58 |
| Year 3 (2/3), (2.5/3.5) | 11.86 | 12.20 | 12.55 | 12.89 | 13.06 |
| Year 4 (3/3), (3.5/3.5) | 13.92 | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | | |
| Year 1 (.5/3.5) | 6.79 | 6.99 | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3), (1.5/3.5) | 8.88 | 9.14 | 9.40 | 9.65 | 9.78 |
| Year 3 (2/3), (2.5/3.5) | 12.11 | 12.47 | 12.82 | 13.17 | 13.35 |
| Year 4 (3/3), (3.5/3.5) | 14.21 | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | | |
| Year 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | | |
| Year 1 | 6.77 | 6.96 | 7.16 | 7.36 | 7.46 |
| Year 2 (1/3) | 8.86 | 9.12 | 9.37 | 9.63 | 9.76 |
| Year 3 (2/3) | 12.08 | 12.43 | 12.79 | 13.14 | 13.31 |
| Year 4 (3/3) | 14.17 | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | | |
| Year 1 | 6.84 | 7.04 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 8.95 | 9.21 | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.21 | 12.56 | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 14.32 | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | | | |
| 6 months | 9.12 | 9.38 | 9.65 | 9.91 | 10.04 |
| 2 nd 6 months | 10.02 | 10.31 | 10.61 | 10.90 | 11.04 |
| Year 2 | 11.71 | 12.05 | 12.39 | 12.73 | 12.90 |
| Year 3 | 13.74 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner

- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work then the site allowance appropriate to new work shall be paid for all employees on the project.

4-3 Projects within 60 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may

include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedure
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

IN-SITU CONSTRUCTIONS INDUSTRIAL AGREEMENT. AG 184 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders’ Labourers, Painters & Plasterers Union of Workers & Other

and

Centrefield Holdings Pty Ltd
t/a In-situ Construction & Maintenance.

AG 184 of 1998.

In-Situ Constructions Industrial Agreement.

COMMISSIONER S J KENNER.

24 November 1998.

Order:

HAVING heard Mr J Maitland on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the In-situ Constructions Industrial Agreement in the terms of the following schedule be and is registered with effect on and from the 15 October 1998.

(Sgd.) S.J. KENNER,

[L.S.]

Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the In-situ Constructions Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound

4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Pyramid Sub-Contracting
18. Fares and Travelling
19. Drug and Alcohol, Safety and Rehabilitation Program
20. Income Protection
21. No Extra Claims

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Centrefield Holdings Pty Ltd trading as In-situ Constructions (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award") but shall not apply for projects on which less than 5 dwelling units are being constructed, or on projects which have a contracted value of not more than \$284,000. There are approximately ten (10) employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Award the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$50 per week per employee, on projects where the Principal Contractor has signed a certified Industrial Agreement with the Union. \$25 per week per employee shall be paid on all other jobs.

2. Superannuation

The Company will immediately increase its level of payment to \$60 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year, pro-rata to attend courses conducted or approved by the NBCITC. The employer's approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: BLPPU (Signed) _____

Date: 15/9/98

(Signed) _____

WITNESS

CMETU (Signed) _____

Date: 15/9/98

(Signed) _____

WITNESS

The Company: Centrefield Holdings (Signed) _____

Pty Ltd SIGNATURE

Company Date: 7/9/98

Seal (Signed) _____

PRINT NAME

(Signed) _____

WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Labourer Group 1 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 16.73 | 17.19 | 17.42 |
| Signwriter | 17.09 | 17.56 | 17.80 |
| Carpenter/Roofer | 17.22 | 17.70 | 17.93 |
| Bricklayer | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 19.58 | 20.12 | 20.38 |
| Stonemason | 17.22 | 17.70 | 17.93 |
| Rooftiler | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 17.72 | 18.21 | 18.46 |
| Special Class T | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Plasterer, Fixer | | | |
| Year 1 (.5/3/5) | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3) | 9.42 | 9.68 | 9.81 |
| Year 3 (2/3) | 12.84 | 13.19 | 13.37 |
| Year 4 (3/3) | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | |
| Year 1 (.5/3/5) | 7.03 | 7.22 | 7.32 |
| Year 2 (1/3), (1.5/3.5) | 9.20 | 9.45 | 9.58 |
| Year 3 (2/3), (2.5/3.5) | 12.55 | 12.89 | 13.06 |
| Year 4 (3/3), (3.5/3.5) | 14.73 | 15.13 | 15.33 |
| Signwriter | | | |
| Year 1 (.5/3/5) | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3), (1.5/3.5) | 9.40 | 9.65 | 9.78 |
| Year 3 (2/3), (2.5/3.5) | 12.82 | 13.17 | 13.35 |
| Year 4 (3/3), (3.5/3.5) | 15.04 | 15.46 | 15.66 |

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|--------------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Carpenter | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | |
| Year 1 | 7.16 | 7.36 | 7.46 |
| Year 2 (1/3) | 9.37 | 9.63 | 9.76 |
| Year 3 (2/3) | 12.79 | 13.14 | 13.31 |
| Year 4 (3/3) | 15.00 | 15.41 | 15.62 |
| Stonemason | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | |
| 6 months | 9.65 | 9.91 | 10.04 |
| 2 nd 6 months | 10.61 | 10.90 | 11.04 |
| Year 2 | 12.39 | 12.73 | 12.90 |
| Year 3 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.

- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|----------------------------|----------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.85 |
| Above \$2.13m to \$4.47m | \$2.20 |
| Over \$4.47m | \$2.80 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|----------------------------|----------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.65 |
| Above \$2.13m to \$4.47m | \$1.85 |
| Over \$4.47m | \$2.40 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|----------------------------|----------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.65 |
| Above \$2.13m to \$4.47m | \$1.85 |
| Over \$4.47m | \$2.20 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|----------------------------|----------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.55 |
| Above \$2.13m to \$4.47m | \$1.75 |
| Over \$4.47m | \$2.00 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.13m | \$1.25 |
| Above \$2.13m to \$5.89m | \$1.55 |
| Above \$5.89m to \$11.77m | \$1.80 |
| Above \$11.77m to \$24m | \$2.00 |
| Above \$24m to \$59.4m | \$2.30 |
| Over \$59.4m | \$2.50 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedure
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. Productivity Allowance

In return to increase productivity and/or timely completion of projects it is agreed that a productivity allowance of \$1.00 per hour worked shall be paid to employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

14. Structural Frame Allowance

It is agreed that a structural frame allowance of \$1.00 per hour all purpose shall be paid to all employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

15. Provision of Canteen

It is agreed that a canteen accommodation shall be provided where a project exceeds \$35 million in value and where the operation of the canteen is financially self supporting in respect of consumables. Canteen to come into operation when on site manning levels exceed 50 and to cease when manning levels reduce to below 50.

16. Provision of Nurse

It is agreed that a qualified nurse shall be engaged where the forecast long term staffing levels for a project exceed 100 (one hundred) or when actual numbers exceed 100 notwithstanding that forecasts may have been below that level. The nurse shall commence duties when staffing levels reach (fifty) and shall terminate when levels reduce to 50 (fifty). The requirement for a provision of a nurse shall be waived if the project is adjacent to a hospital with a public emergency department.

17. This agreement shall only apply to building contracts entered into on or tendered for on or after 1 October 1997.

18. Application to Apprentices

The rates prescribed in this agreement shall apply to all apprentices commencing employment after 31 December 1997 in the same proportion as the percentage of a tradesperson’s wage rate as prescribed by the appropriate award or Enterprise Bargaining Agreement, being

| | |
|----------------------|-----|
| 1 st year | 42% |
| 2 nd year | 55% |
| 3 rd year | 75% |
| 4 th year | 88% |

INTEGRATED POWER SERVICES INDUSTRIAL AGREEMENT 1998. No. AG 88 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Integrated Power Services Pty Ltd

and

The Automotive, Food, Metals, Engineering, Printing
and Kindred Industries Union of Workers,
Western Australian Branch & Other.

AG 88 of 1998.

Integrated Power Services Industrial Agreement 1998.

COMMISSIONER S J KENNER.

20 November 1998.

Order.

HAVING heard Mr S Scott as agent on behalf of the applicant and as agent on behalf of the The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch and Mr C Young as agent on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Integrated Power Services Industrial Agreement 1998 as filed in the Commission on 29 May 1998 be and is hereby registered as an industrial agreement.

(Sgd.) S.J. KENNER,

[L.S.]

Commissioner.

INDUSTRIAL AGREEMENT

1.0—TITLE

This Agreement shall be known as the Integrated Power Services Industrial Agreement 1998.

2.0—ARRANGEMENT

1. Title
 2. Arrangement
 3. Parties Bound
 4. Area and Scope
 5. Term
 6. Aim
 7. General Employment Policy
 8. Application of Award
 9. Hours of Work
 10. Overtime Penalties
 11. Wages and Allowances
 12. Travelling Allowance
 13. Distant Work
 14. Site Agreements and Allowances
 15. Meal Allowance on Overtime
 16. Payment of Wages
 17. Annual Leave
 18. Long Service Leave
 19. Sick Leave
 20. Public Holidays
 21. Superannuation
 22. Medicals
 23. Protective Equipment
 24. Use of Company Motor Vehicles
 25. Security of Material and Information
 26. Workplace Initiatives
 27. No Extra Claims
 28. Issue Resolution
 29. Journey Cover
 30. Posting of Award and Union Notices
 31. Relationship and Rights of the Parties
 32. Signatories to the Agreement
- Schedule 1—Classifications and Rates of Pay.

3.0—PARTIES BOUND

This Agreement shall apply to and be binding upon—

- 3.1 Integrated Power Services Pty Ltd (the Company);
- 3.2 The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, Western Australian Branch
- 3.3 The Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, Western Australian Branch; and
- 3.4 Employees of the Company employed under one of the classifications specified in Schedule 1.

4.0—AREA AND SCOPE

4.1 This Agreement will apply to employees of the Company engaged under a classification contained in Schedule 1 and performing work covered by the provisions of Part 1 of the Metal Trades (General) Award.

4.2 At the date of commencement of this Agreement, its terms and conditions will apply to approximately 10 employees.

5.0—TERM

5.1 This Agreement shall commence on the date of registration of this Agreement under Section 41 of the Industrial Relations Act 1979 and remain in force for 24 months.

5.2 The parties to this Agreement agree to commence negotiations for a replacement agreement three months prior to the expiration of this Agreement.

6.0—AIM

6.1 The aim of this Agreement is to assist the Company and its employees to create and maintain a viable business that provides—

- 6.1.1 the employees with secure employment and a fair level of remuneration;
- 6.1.2 the Company with a fair return on its investment; and

6.1.3 clients with a quality service that encourages a continuing business relationship.

6.2 The parties recognise that this aim will only be achieved by a mutual commitment to improve efficiency and client satisfaction.

6.3 That mutual commitment will be supported by—

- 6.3.1 encouragement from the Company for employees to increase their skill and experience base;
- 6.3.2 minimisation of the employment of casual labour;
- 6.3.3 a working environment that is safe and healthy;
- 6.3.4 processes that encourage employees to participate in the organisation, execution and management of work;
- 6.3.5 the formation of a Consultative Committee with equal employee and Company representatives within twelve months of the commencement of operation of this Agreement. The Consultative Committee shall consider issues related to the content of this Clause.

7.0—GENERAL EMPLOYMENT POLICY

7.1 General

It is the policy of the Company to ensure that employees are treated in a fair and consistent manner. The relationship between the Company and its employees should be one of mutual respect and should be governed by concerns for fairness, co-operation and the provisions of relevant legislation.

7.2 Employment

The Company is committed to the evaluation and treatment of all applicants and employees on the basis of merit and performance.

7.3 Wages

The Company remuneration policy seeks to reward employees in an equitable fashion that recognises skills and competencies, acquired and used, as expressed in Schedule 1.

8.0—APPLICATION OF AWARD

8.1 Subject to Subclause 8.2 the terms and conditions of employment of employees covered by this Agreement shall be in accordance with the provisions in the Metal Trades (general) Award No 13 of 1965 Part 1 ("the Award").

8.2 Where there is any inconsistency between this Agreement and the Award, the terms and conditions of this Agreement shall prevail to the extent of such inconsistency

9.0—HOURS OF WORK

9.1 The ordinary hours of work shall be worked continuously (except for meal breaks) and may be worked between the hours of 6.00am and 6.00pm, on any day, Monday to Friday.

9.2 Subject to the provisions of Clause 9.3, the ordinary hours of work shall be determined by the provisions of Part 1 of the Metal Trades (General) Award 1966.

9.3 The actual ordinary hours of work shall average 38 per week and be set by agreement between the Company and the majority of employees having regard for the requirements of the work. In the absence of any agreement, the Company shall give two weeks notice of the change of ordinary working hours to the employee or employees concerned.

9.4 The ordinary hours of work on any day will be consecutive except for an unpaid meal break of 30 minutes.

10.0—OVERTIME PENALTIES

Overtime in excess of the ordinary hours of work will be paid at the following penalty rates—

- 10.1 Monday to Friday and Saturday prior to 12 noon: time and one half of the first two hours and double time thereafter.
- 10.2 Saturday, after 12 noon, and Sunday: double time.
- 10.3 Public Holidays: double time and one half.

11.0—WAGES AND ALLOWANCES

11.1 The rate of pay for the ordinary hours of work is specified in Schedule 1.

11.2 Special rates and allowances will be paid as per the Metal Trades (General) Award, provided that on a particular site, the employees and the Company may agree to an allowance in lieu of the whole or part of the Special Rates and provisions clause of the Award.

11.3 An all purpose allowance as provided by the Award and currently \$13.20 per week will be added to the rate of pay as compensation to those required to hold an Electrical Workers License.

11.4 When a tradesperson is required to provide his or her own standard kit of tools, an all purpose tool allowance as per the Award, and currently \$9.70 per week, will be paid.

11.5 The ordinary hours base rate contained in Schedule 1, will be increased by 2% at six monthly intervals from 6 months, and up to 18 months, from the date of commencement of this Agreement.

11.6 The higher duties provisions contained in the Award will apply.

12.0—TRAVELLING ALLOWANCE

12.1 Except where the Distant Work provisions apply, employees will be paid a travelling allowance in accordance with the provisions of Part 1 of the Metal trade (General) Award 1966.

12.2 Time spent in travelling after commencing at the usual place of work is working time.

12.3 Casual employees who do not have a usual place of work, and where the Distant Work provisions do not apply, shall be paid \$11.30 each day when assigned to the Pinjar Gas Turbine Facility or any other place of work located outside of a 50km radius of the Perth GPO.

12.4 Other than the entitlement specified in 12.1 and 12.3, casual employees shall not be entitled to a travelling allowance under the provisions of this Clause.

13.0—DISTANT WORK

13.1 The Distant Work provisions of the Award will apply.

13.2 Employees transporting other employees and/or materials under the provisions of this Clause shall be deemed to be working.

14.0—SITE ALLOWANCE

Where employees covered by this Agreement are sent to perform at another site—

14.1 and the client at that site demands that any registered Agreement on wages and conditions covering the work on that site be observed, the provisions of that agreement will be applied to the extent they exceed or replace the provisions of this Agreement; or

14.2 a site allowance applies to the majority of employees engaged on work performed under the project to which the work belongs, then that site allowance will be paid to the extent it exceeds or replaces the provisions of this Agreement.

15.0—MEAL ALLOWANCE ON OVERTIME

15.1 The Company will provide a meal or pay a meal allowance of \$6.60 for each meal break taken during the working of overtime not notified on the previous day or earlier in accordance with Award conditions.

15.2 An employee will be entitled to a 20 minute meal break, paid at ordinary time rates, after the first two hours of overtime continuous with ordinary hours of work and thereafter after each four hours of overtime worked. This applies equally to overtime worked before or after ordinary hours of work.

15.3 Where overtime is worked on days where ordinary hours of work are not rostered, the first 7.6 hours of work shall be treated as ordinary hours for the purposes of this clause only.

16.0—PAYMENT OF WAGES

16.1 Wages will be paid fortnightly by electronic funds transfer into the account nominated by the employee. Regular deductions from wages into another nominated account may be available dependant upon the type of deduction, the type of account and administrative considerations.

16.2 The Company shall provide each employee, on the day of payment or transfer of monies, with a statement showing—

- 16.2.1 the employees ordinary rate of wage;
- 16.2.2 the number of ordinary hours worked;
- 16.2.3 the number of overtime hours worked;
- 16.2.4 the amount of allowances and special rates paid;

- 16.2.5 any paid leave payments made;
- 16.2.6 the gross amount of wages and allowances paid;
- 16.2.7 all deductions;
- 16.2.8 the net amount of wages and allowances; and
- 16.2.9 superannuation payments

17.0—ANNUAL LEAVE

17.1 The provisions of the Metal Trades (General) Award shall apply.

17.2 The rate of pay for casual employees includes compensation in lieu of an entitlement to Annual Leave.

18.0—LONG SERVICE LEAVE

The provisions of the Long Service Leave Act 1958 and the Construction Industry Portable Paid Long Service Leave Act 1985 are hereby incorporated in and shall be deemed part of the Agreement.

19.0—SICK LEAVE

19.1 The provisions of the Metal Trades (General) Award shall apply.

19.2 The rate of pay for casual employees includes compensation in lieu of an entitlement to Sick Leave.

20.0—PUBLIC HOLIDAYS

20.1 The provisions of the Metal Trades (General) Award shall apply.

20.2 The days currently nominated are New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

20.3 The rate of pay for casual employees includes compensation in lieu of an entitlement to Public Holidays.

21.0—SUPERANNUATION

21.1 Employees will be eligible to join a complying Superannuation Fund in accordance with the provisions of applicable legislation.

21.2 The Company will make contributions on the employees' behalf to the level required by the Superannuation Guarantee (Administration) Act.

21.3 The Parties agree that, to comply with Section 49C(2) of the Industrial Relations Act 1979—

- 21.3.1 the Company shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme; and
- 21.3.2 the Company and employee are to be bound by the nomination of the employee unless the employee and the Company agree to change the complying superannuation fund or scheme to which contributions are to be made to which the Company will not unreasonably refuse.

22.0—MEDICALS

Employees may be required, at the Company's discretion, to undertake job specific medical examinations in accordance with client or company requirements.

23.0—PROTECTIVE EQUIPMENT

23.1 The Company shall provide employees with all Personal Protective Equipment, including Safety Boots, necessary to perform the allocated duties.

23.2 Employees are expected to wear such equipment as reasonably directed and maintain it in good repair, fair wear and tear excepted.

23.3 Replacement equipment shall be provided by the Company as required.

24.0—USE OF COMPANY MOTOR VEHICLES

For safety and insurance reasons, employees required to drive a Company motor vehicle must hold a valid motor vehicles driver's licence.

25.0—SECURITY OF MATERIAL AND INFORMATION

Employees have a duty to keep confidential information they obtain relating to the operation of, or equipment owned by, the Company or their clients. Where required, employees will be expected to sign confidentiality agreements.

26.0—WORKPLACE INITIATIVES

26.1 Flexibility and Training

By accepting employment under this Agreement, employees undertake to perform any work that is within their competence. To assist in enhancing the employee's employment opportunities and flexibility within the Company, the assistance will be provided through job specific training. Employees will also be encouraged to increase their job related skills through assistance with course fees, paid examination leave and a favourable consideration of applications for time off for study.

26.2 Commissioning, Inspection and Instruction Work

It is the intention of the Company that employees, where possible will be utilised to undertake de-commissioning, re-commissioning, testing, inspection and instruction work. However, where necessary for warranty or contractual reasons, or the unexpected absence of a suitably qualified or experienced employee, supervisory staff may be required to undertake such duties.

26.3 Staff Management and Team Work

The Company will encourage employees to manage their own assigned duties and to form cooperative team structures to perform work on a team basis where appropriate.

26.4 Continuous Improvement

The Parties are committed to the introduction of a continuous improvement process to assist with safety, quality, and productivity improvement.

26.5 Communication Processes

The Company is committed to sharing with employee's information relating to the performance of the Company.

27.0—NO EXTRA CLAIMS

The parties agree not to make any extra claims on the other during the terms of this Agreement.

28.0—ISSUE RESOLUTION

28.1 The parties commit to resolving employment questions, disputes and difficulties through the following procedure and to the continuation of work whilst this procedure is being employed.

28.2 The focus of the Issue Resolution Procedure will be resolution at the most immediate level and maintenance of the involvement of those directly involved throughout the process.

28.3 All employees shall receive training in the Issue Resolution Procedure at the time of induction.

28.4 Each employee shall be encouraged to raise issues of concern relating to employment with their immediate Supervisor.

28.5 Within 24 hours or the time frame agreed between the employee and the immediate Supervisor, the immediate Supervisor shall formulate and provide the employee with a response to the issue raised.

28.6 In determining the response, the immediate Supervisor shall consult, as necessary, with higher Supervision, Management and other support to which the Supervisor is referred.

28.7 If the employee raising the issue or problem is not satisfied with the response, they should advise the immediate Supervisor and request the issue or problem to be dealt with by the next level of Supervision.

28.8 The immediate Supervisor will arrange for the issue or problem to be addressed by the General Manager within 24 hours of being addressed by the employee to take the matter further, or such other time frame as agreed.

28.9 General Manager shall meet with the employee within an agreed time and attempt to resolve the issue.

28.10 Should the process not have been resolved after reference to the General Manager, any party may elect to have the problem referred to the Western Australian Industrial Relations commission for resolution

28.11 At any stage of the process the employee may seek to have their nominated representative present for all or part of the ensuing discussions at the discretion of the employee.

29.0—JOURNEY COVER

The Company shall reimburse an employee, other than a casual employee, up to a maximum of \$40.00 per year for the cost of the premium for a Journey Cover Insurance Policy.

30.0—POSTING OF AWARD AND UNION NOTICES

The provisions of the Metal Trades (General) Award shall apply.

31.0—RELATIONSHIP AND RIGHTS OF THE PARTIES

31.1 The Company affirms its recognition of duly accredited employees as union representatives on matters affecting the Company and its employees.

31.2 The Company affirms its recognition of duly accredited union officials of the unions party to this Agreement in accordance with the provisions of the Award.

31.3 The Company shall grant paid leave to an accredited representative who is required by his or her Union to attend union business provided that—

- 31.3.1 the leave is granted on the basis of without loss of pay for ordinary hours of work;
- 31.3.2 the operation of the business is not unduly affected;
- 31.3.3 the union business is directly related to the operations of the Company; and
- 31.3.4 the application for leave is supported by the Union.

32.0—SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Integrated Power Services Pty Ltd.

NEIL ROBINSON

Date: 10/10/98

Signed for and on behalf of the Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union, Western Australian Branch.

Signed:.....

Date: 19/10/98

Signed for and on behalf of the Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, Western Australian Branch.

Signed:.....

Date: 28/10/98

SCHEDULE 1

CLASSIFICATIONS AND RATES OF PAY

| Ordinary Hours Base Rate/Week | C8 | C9 Trades Special Class | C10 Tradesman | C9 Rigger | C8 Storeman | C7 T/A |
|------------------------------------|----------|-------------------------|---------------|-----------|-------------|----------|
| On registration | \$674.96 | \$644.29 | \$613.62 | \$564.52 | \$540.03 | \$515.43 |
| Six months after registration | \$688.46 | \$657.17 | \$625.89 | \$575.81 | \$550.83 | \$525.74 |
| Twelve months after registration | \$702.23 | \$670.32 | \$638.41 | \$587.33 | \$561.85 | \$536.25 |
| Eighteen months after registration | \$716.27 | \$683.72 | \$651.18 | \$599.08 | \$573.09 | \$546.98 |

Allowances will be applied as per those contained in this Agreement or where Part 1 of the Metal Trades (General) Award 1966 makes provision.

JANDAKOT WOOL SCOURING AGREEMENT 1997.
No. AG 80 of 1998.

WESTERN AUSTRALIAN
 INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Jandakot Wool Scouring Co Pty Ltd

and

The Australian Liquor, Hospitality and Miscellaneous
 Workers Union, Miscellaneous Workers division, Western
 Australian Branch.

No. AG 80 of 1998.

Jandakot Wool Scouring Agreement 1997.

CHIEF COMMISSIONER W S COLEMAN.

18 November 1998.

Order.

HAVING heard Ms L. Avon-Smith on behalf of the Applicant and Ms D. MacTiernan appeared on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Jandakot Wool Scouring Agreement 1997 in the terms of the following schedule be registered on the 30th day of October 1998.

(Sgd.) W.S. COLEMAN,
 Chief Commissioner.

[L.S.]

1.—TITLE

This Agreement shall be known as the "Jandakot Wool Scouring Agreement 1997".

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Parties Bound
4. Date and Period of Operation and Review
5. Relationship to Parent Award
6. Intent
7. No Further Claims
8. Wages and Classification and Time Table for Payment
9. Dispute Settlement Procedure
10. Signatories

3.—PARTIES BOUND

The parties to this Agreement are—

- (1) Jandakot Wool Scouring Company Pty Ltd.
- (2) Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch.

This Agreement shall be binding on 63 employees of Jandakot Wool Scouring Company ("the employer") who are eligible to be members of the above union and are bound by the *Wool Scouring and Fellmongery Industry Award, 1959*.

4.—DATE AND PERIOD OF OPERATION AND REVIEW

This Agreement shall operate from the beginning of the first pay period commencing on or after 1 June 1997 and shall remain in force until 1 June 1999.

The parties agree to commence negotiating a new Agreement three calendar months prior to the expiration of this Agreement. The increase in the minimum rate of pay prescribed in Clause 8 of this Agreement will remain and form the new minimum rates for future agreements or continue to apply in the absence of a future agreement.

5.—RELATIONSHIP TO PARENT AWARD

This Agreement shall be read in conjunction with the *Wool Scouring and Fellmongery Industry Award, 1959* provided that where there is any inconsistency this Agreement shall prevail.

6.—INTENT

This Agreement is designed to enable the parties to work together in a co-operative manner and one of mutual respect to achieve improved work practices, a safe working environment and assist the Company to meet its customers' needs. These aims will be achieved by—

- (a) providing high standards of occupational health and safety;
- (b) increase job satisfaction for employees;
- (c) improve the service to customers and therefore improve job security; and
- (d) resolve any conflict in accordance with agreed procedures.

The parties are committed to adhering to the provisions of this Agreement at all times. The parties agree that this Agreement is not intended to increase casualisation of the workforce.

7.—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of the Agreement there shall be no further salary or wage increases sought or granted except for those provided under the terms of this Agreement.

8.—WAGES AND CLASSIFICATIONS AND TIME TABLE FOR PAYMENT

8.1 The weekly adult wage rates for ordinary hours payable from the first pay period commencing on or after 1 June 1997 (3% increase on actual rate currently being paid). The new rates are outlined below:

| Classification | Wage Rate (\$) |
|---|----------------|
| Shift Foreman, in charge of wool scouring machine | 449.20 |
| Leading Hand in charge of Presses | 436.10 |
| Grease Separator Operator | 436.10 |
| Centre Hand | 436.10 |
| General Hand | 423.30 |
| Picking over scoured wool and sewing bales | 400.70 |

8.2 The weekly adult wages rates for ordinary hours payable from the first pay period commencing on or after 1 June 1998 (4% increase on actual rate currently being paid). The new rates are outlined below:

| Classification | Wage Rate (\$) |
|---|----------------|
| Shift Foreman, in charge of wool scouring machine | 467.20 |
| Leading Hand in charge of Presses | 453.50 |
| Grease Separator Operator | 453.50 |
| Centre Hand | 453.50 |
| General Hand | 440.20 |
| Picking over scoured wool and sewing bales | 416.70 |

9.—DISPUTE SETTLEMENT PROCEDURE

This dispute settlement procedure will apply to any questions, disputes or difficulties that arise under this Agreement.

(1) Where problems occur the parties will agree to work towards resolving any such problems, taking into account the welfare and needs of all involved.

(2) The employee will, in the first instance, direct the matter to line management should a problem arise.

(3) If this approach fails to resolve the matter, the employee can request that a union official meet with the Assistant Manager to resolve the issue.

(4) If the matter continues unresolved the Secretary of the Union and the General Manager of the employer will meet to attempt to resolve the dispute.

(5) The parties involved will confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Western Australian Industrial Relations Commission.

8.—SIGNATORIES

Signed (Seal Affixed)

Signed for and on behalf of Australia Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, WA Branch.

22/04/98

Date

Signed

Signed for and on behalf of Jandakot Wool Scouring Co Pty Ltd

03/04/98

Date

Signed

Witness

Signed

Witness

**JOHN SHELTON CONTRACT CARPENTRY
INDUSTRIAL AGREEMENT.
No. AG 180 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers & Other

and

Tookey Nominees Pty Ltd t/f Gratwick Shelton Family Trust t/a John Shelton Contract Carpentry

AG 180 of 1998.

John Shelton Contract Carpentry Industrial Agreement.

COMMISSIONER S J KENNER.

24 November 1998.

Order.

HAVING heard Mr J Maitland on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the John Shelton Contract Carpentry Industrial Agreement in the terms of the following schedule be and is registered with effect on and from the 15 October 1998.

(Sgd.) S. J. KENNER,

[L.S.]

Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the John Shelton Contract Carpentry Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Pyramid Sub-Contracting
18. Fares and Travelling

19. Drug and Alcohol, Safety and Rehabilitation Program

20. Income Protection

21. No Extra Claims

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Tookey Nominees Pty Ltd (ACN 079 217 333) trustee for Gratwick Shelton Family Trust trading as John Shelton Contract Carpentry (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award") on the Multiplex Construction site, Subiaco Tunnell Project. There are approximately one (1) employee covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Award the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$50 per week per employee into the Western Australian Construction Industry Redundancy Fund.

2. Superannuation

The Company will immediately increase its level of payment to \$60 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year, pro-rata to attend courses conducted or approved by the NBCITC. The employer's approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: BLPPU

Sgd.

.....
Date: 8/9/98

Sgd.

 Witness
 CMETU
 Sgd.

 Date: 8/9/98
 Sgd.

 Witness
 The Company:
 Sgd.

 Date: 1/9/98
 W. J. SHELTON

 Print Name

 Witness

Company Seal

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ |
| Labourer Group 1 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 16.73 | 17.19 | 17.42 |
| Signwriter | 17.09 | 17.56 | 17.80 |
| Carpenter/Roofers | 17.22 | 17.70 | 17.93 |
| Bricklayer | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 19.58 | 20.12 | 20.38 |
| Stonemason | 17.22 | 17.70 | 17.93 |
| Rooftiler | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 17.72 | 18.21 | 18.46 |
| Special Class T | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ |
| Plasterer, Fixer | | | |
| Year 1 | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3) | 9.42 | 9.68 | 9.81 |
| Year 3 (2/3) | 12.84 | 13.19 | 13.37 |
| Year 4 (3/3) | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | |
| Year 1 (.5/3/5) | 7.03 | 7.22 | 7.32 |
| Year 2 (1/3), (1.5/3.5) | 9.20 | 9.45 | 9.58 |
| Year 3 (2/3), (2.5/3.5) | 12.55 | 12.89 | 13.06 |
| Year 4 (3/3), (3.5/3.5) | 14.73 | 15.13 | 15.33 |
| Signwriter | | | |
| Year 1 (.5/3/5) | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3), (1.5/3.5) | 9.40 | 9.65 | 9.78 |
| Year 3 (2/3), (2.5/3.5) | 12.82 | 13.17 | 13.35 |
| Year 4 (3/3), (3.5/3.5) | 15.04 | 15.46 | 15.66 |
| Carpenter | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | |
| Year 1 | 7.16 | 7.36 | 7.46 |
| Year 2 (1/3) | 9.37 | 9.63 | 9.76 |
| Year 3 (2/3) | 12.79 | 13.14 | 13.31 |
| Year 4 (3/3) | 15.00 | 15.41 | 15.62 |
| Stonemason | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|--------------------------|-----------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ |
| Rooftiler | | | |
| 6 months | 9.65 | 9.91 | 10.04 |
| 2 nd 6 months | 10.61 | 10.90 | 11.04 |
| Year 2 | 12.39 | 12.73 | 12.90 |
| Year 3 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

(a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.

(b) The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

(c) There will be no payment of lost time to a person unable to work in a safe manner

(d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.

(e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.

(f) A worker having problems with alcohol and or other drugs—

- Will not be sacked if he/she is willing to get help.
- Must undertake and continue with the recommended treatment to maintain the protection of this program.
- Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate

for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.85 |
| Above \$2.13m to \$4.47m | \$2.20 |
| Over \$4.47m | \$2.80 |

Renovations, Restorations and/or Refurbishment Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.65 |
| Above \$2.13m to \$4.47m | \$1.85 |
| Over \$4.47m | \$2.40 |

4.2 Projects Located Within West Perth (as defined)

New Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.65 |
| Above \$2.13m to \$4.47m | \$1.85 |
| Over \$4.47m | \$2.20 |

Renovations, Restorations and/or Refurbishment Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.55 |
| Above \$2.13m to \$4.47m | \$1.75 |
| Over \$4.47m | \$2.00 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.13m | \$1.25 |
| Above \$2.13m to \$5.89m | \$1.55 |
| Above \$5.89m to \$11.77m | \$1.80 |
| Above \$11.77m to \$24m | \$2.00 |
| Above \$24m to \$59.4m | \$2.30 |
| Over \$59.4m | \$2.50 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedure
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. Productivity Allowance

In return to increase productivity and/or timely completion of projects it is agreed that a productivity allowance of \$1.00 per hour worked shall be paid to employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

14. Structural Frame Allowance

It is agreed that a structural frame allowance of \$1.00 per hour all purpose shall be paid to all employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

15. Provision of Canteen

It is agreed that a canteen accommodation shall be provided where a project exceeds \$35 million in value and where the operation of the canteen is financially self supporting in respect of consumables. Canteen to come into operation when on site manning levels exceed 50 and to cease when manning levels reduce to below 50.

16. Provision of Nurse

It is agreed that a qualified nurse shall be engaged where the forecast long term staffing levels for a project exceed 100 (one hundred) or when actual numbers exceed 100 notwithstanding that forecasts may have been below that level. The nurse shall commence duties when staffing levels reach (fifty) and shall terminate when levels reduce to 50 (fifty). The

requirement for a provision of a nurse shall be waived if the project is adjacent to a hospital with a public emergency department.

17. This agreement shall only apply to building contracts entered into on or tendered for on or after 1 October 1997.

18. Application to Apprentices

The rates prescribed in this agreement shall apply to all apprentices commencing employment after 31 December 1997 in the same proportion as the percentage of a tradesperson's wage rate as prescribed by the appropriate award or Enterprise Bargaining Agreement, being

| | |
|----------|-----|
| 1st year | 42% |
| 2nd year | 55% |
| 3rd year | 75% |
| 4th year | 88% |

MASTERFLOORS INDUSTRIAL AGREEMENT No. AG 125 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers & Other
and

Troy Development Corporation t/a Masterfloors.

AG 125 of 1998.

Masterfloors Industrial Agreement.

COMMISSIONER S J KENNER.

13 November 1998.

Order.

Having heard Ms J Harrison on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Masterfloors Industrial Agreement filed in the Commission on 21 July 1998 be and is hereby registered as an industrial agreement.

(Sgd.) S.J. KENNER,

[L.S.] Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Masterfloors Industrial Agreement.

2.—ARRANGEMENT

- Title
- Arrangement
- Area and Parties Bound
- Application
- Duration
- Dispute Settlement Procedure
- Single Enterprise
- Relationship with Awards
- Enterprise Agreement
- Wage Increase
- Site Allowance
- Industry Standards
- Clothing and Footwear
- Training Allowance, Training Leave, Recognition of Prior Learning
- Seniority
- Sick Leave
- Pyramid Sub-Contracting

- Fares and Travelling
- Drug and Alcohol, Safety and Rehabilitation Program
- Income Protection
- No Extra Claims
- Appendix A—Wage Rates
- Appendix B—Drug and Alcohol, Safety and Rehabilitation Program
- Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers and the Construction, Mining, Energy, Timberryards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Troy Development Corporation trading as Masterfloors (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award") which includes floor covering operations carried out by the Company. There are approximately four (4) employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 46 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

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This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

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This Agreement provides for site allowances as per Appendix C—Site Allowance.

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1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$50 per week per employee.

2. Superannuation

The Company will immediately increase its level of payment to \$60 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound

by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employer's approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

2. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions:

| | |
|--------------|----------------|
| BLPPU | (Signed) |
| | Date: 16/7/98 |
| | (Signed) |
| | WITNESS |
| CMETU | (Signed) |
| | Date: 16/7/98 |
| | (Signed) |
| | WITNESS |

The Company:

SIGNATURE

Date: 1/7/98

Company Seal

IAN BARKER

.....

Print Name

.....

WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|------------------------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ |
| Labourer Group 1 | 16.01 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.47 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 15.05 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer Floor Coverer | 16.64 | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 16.27 | 16.73 | 17.19 | 17.42 |
| Signwriter | 16.62 | 17.09 | 17.56 | 17.80 |
| Carpenter | 16.75 | 17.22 | 17.70 | 17.93 |
| Bricklayer | 16.58 | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 19.04 | 19.58 | 20.12 | 20.38 |
| Stonemason | 16.75 | 17.22 | 17.70 | 17.93 |
| Rooftiler | 16.45 | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 17.24 | 17.72 | 18.21 | 18.46 |
| Special Class T | 17.46 | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 August 1998 | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|---------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ | \$ |
| Plasterer, Fixer | | | | |
| Year 1 | 6.99 | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3) | 9.16 | 9.42 | 9.68 | 9.81 |
| Year 3 (2/3) | 12.49 | 12.84 | 13.19 | 13.37 |
| Year 4 (3/3) | 14.65 | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | | |
| Year 1 (.5/3.5) | 6.84 | 7.03 | 7.22 | 7.32 |
| Year 2 (1/3), (1.5/3.5) | 8.95 | 9.20 | 9.45 | 9.58 |
| Year 3 (2/3), (2.5/3.5) | 12.20 | 12.55 | 12.89 | 13.06 |
| Year 4 (3/3), (3.5/3.5) | 14.32 | 14.73 | 15.13 | 15.33 |
| Signwriter | | | | |
| Year 1 (.5/3.5) | 6.99 | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3, 1.5/3.5) | 9.14 | 9.40 | 9.65 | 9.78 |
| Year 3 (2/3, 2.5/3.5) | 12.47 | 12.82 | 13.17 | 13.35 |
| Year 4 (3/3, 3.5/3.5) | 14.63 | 15.04 | 15.46 | 15.66 |
| Carpenter | | | | |
| Year 1 | 7.04 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.21 | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.56 | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 14.73 | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | | |
| Year 1 | 6.96 | 7.16 | 7.36 | 7.46 |
| Year 2 (1/3) | 9.12 | 9.37 | 9.63 | 9.76 |
| Year 3 (2/3) | 12.43 | 12.79 | 13.14 | 13.31 |
| Year 4 (3/3) | 14.59 | 15.00 | 15.41 | 15.62 |
| Stonemason | | | | |
| Year 1 | 7.04 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.21 | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.56 | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 14.73 | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | | |
| 6 months | 9.38 | 9.65 | 9.91 | 10.04 |
| 2nd 6 months | 10.31 | 10.61 | 10.90 | 11.04 |
| Year 2 | 12.05 | 12.39 | 12.73 | 12.90 |
| Year 3 | 14.14 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work then the site allowance appropriate to new work shall be paid for all employees on the project.

4-3 Projects within 60 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to 5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedure
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

**MASTERPLANNERS INTERIORS PTY LTD
INDUSTRIAL AGREEMENT.
No. AG 171 of 1998.**

**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.**

Industrial Relations Act 1979.

The Western Australian Builders’ Labourers, Painters & Plasterers Union of Workers & Other

and

Masterplanners Interiors Pty Ltd.

AG 171 of 1998.

Masterplanners Interiors Pty Ltd Industrial Agreement.

COMMISSIONER S J KENNER.

13 November 1998.

Order.

HAVING heard Ms J Harrison on behalf of the applicant and there being no appearance on behalf of the respondent and by

consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Masterplanners Interiors Pty Ltd Industrial Agreement filed in the Commission on 2 September 1998 be and is hereby registered as an industrial agreement.

(Sgd.) S.J. KENNER,
Commissioner.

[L.S.]

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Masterplanners Interiors Pty Ltd Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Pyramid Sub-Contracting
18. Fares and Travelling
19. Drug and Alcohol, Safety and Rehabilitation Program
20. Income Protection
21. No Extra Claims

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers and the Construction, Mining, Energy, Timbryards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Masterplanners Interiors Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately nine (9) employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$50 per week per employee. For projects under \$5 million \$40 per week per employee.

2. Superannuation

The Company will immediately increase its level of payment to \$60 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The Company shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

16.—SICK LEAVE

For sick leave accrued from 1st August 1998, the following will apply—

- (a) The Company's employees shall have the option of—
 - i) being paid up to 5 days unused sick leave per annum and having the balance of unused sick leave accrue and paid out on termination.
 - ii) having all unused sick leave accrued paid out on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a

disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlines in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

| | | |
|--------------|---------|----------------|
| The Unions: | BLPPU | (Signed) _____ |
| | | Date: 31/8/98 |
| | | (Signed) _____ |
| | | WITNESS |
| | CMETU | (Signed) _____ |
| | | Date: 31/8/98 |
| | | (Signed) _____ |
| | | WITNESS |
| The Company: | | (Signed) _____ |
| | | SIGNATURE |
| | Company | Date: 25/8/98 |
| | Seal | (Signed) _____ |
| | | PRINT NAME |
| | | (Signed) _____ |
| | | WITNESS |

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ |
| Labourer Group 1 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 16.73 | 17.19 | 17.42 |
| Signwriter | 17.09 | 17.56 | 17.80 |
| Carpenter/Roofer | 17.22 | 17.70 | 17.93 |
| Bricklayer | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 19.58 | 20.12 | 20.38 |
| Stonemason | 17.22 | 17.70 | 17.93 |
| Roofiler | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 17.72 | 18.21 | 18.46 |
| Special Class T | 17.95 | 18.45 | 18.69 |

A rate of 50¢ less per hour will apply on projects less than \$5 million in value.

APPRENTICE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ |
| Plasterer, Fixer | | | |
| Year 1 | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3) | 9.42 | 9.68 | 9.81 |
| Year 3 (2/3) | 12.84 | 13.19 | 13.37 |
| Year 4 (3/3) | 15.06 | 15.48 | 15.69 |

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|--------------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Painter. Glazier | | | |
| Year 1 (.5/3/5) | 7.03 | 7.22 | 7.32 |
| Year 2 (1/3), (1.5/3.5) | 9.20 | 9.45 | 9.58 |
| Year 3 (2/3), (2.5/3.5) | 12.55 | 12.89 | 13.06 |
| Year 4 (3/3), (3.5/3.5) | 14.73 | 15.13 | 15.33 |
| Signwriter | | | |
| Year 1 (.5/3/5) | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3), (1.5/3.5) | 9.40 | 9.65 | 9.78 |
| Year 3 (2/3), (2.5/3.5) | 12.82 | 13.17 | 13.35 |
| Year 4 (3/3), (3.5/3.5) | 15.04 | 15.46 | 15.66 |
| Carpenter | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | |
| Year 1 | 7.16 | 7.36 | 7.46 |
| Year 2 (1/3) | 9.37 | 9.63 | 9.76 |
| Year 3 (2/3) | 12.79 | 13.14 | 13.31 |
| Year 4 (3/3) | 15.00 | 15.41 | 15.62 |
| Stonemason | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Rooflayer | | | |
| 6 months | 9.65 | 9.91 | 10.04 |
| 2 nd 6 months | 10.61 | 10.90 | 11.04 |
| Year 2 | 12.39 | 12.73 | 12.90 |
| Year 3 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.

- Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Applicable site allowances to be shared equally between all fixing, carpenters as agreed between management and workers.

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where

the majority of work is new work then the site allowance appropriate to new work shall be paid for all employees on the project.

- 4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement -shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedure
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all

parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

**MATILDA BAY BREWING COMPANY LIMITED
ENTERPRISE DEVELOPMENT AGREEMENT 1997.
No. AG 120 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Matilda Bay Brewing Company Limited

and

The Breweries and Bottleyards Employees’ Industrial Union
of Workers of Western Australia and Another.

No. AG 120 of 1998.

3 December 1998.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT

No. AG 120 OF 1998

HAVING heard Ms L. Avon-Smith on behalf of Matilda Bay Brewing Company Limited and Mr R. Murphy on behalf of the Breweries and Bottleyards Employees’ Industrial Union of Workers of Western Australia and Mr G. Sturman on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers – Western Australian Branch; and

WHEREAS an agreement has been presented to the Commission for registration as an Industrial Agreement; and

WHEREAS the Commission is satisfied that the aforementioned agreement complies with the Industrial Relations Act, 1979;

NOW THEREFORE the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Matilda Bay Brewing Company Limited Enterprise Development Agreement 1997, filed in the Commission on 13 July 1998 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C. B. PARKS,

[L.S.]

Commissioner.

AGREEMENT

1.—TITLE

This Agreement shall be known as the Matilda Bay Brewing Company Limited Enterprise Development Agreement 1997.

2.—SCOPE

This Agreement shall only be binding on Matilda Bay Brewing Company Limited (the Company) and the Breweries and Bottleyards Employees’ Industrial Union of Workers of Western Australia (BEU) and on members thereof and on the Automotive Food Metals Engineering Printing and Kindred Industries Union of Workers—Western Australian Branch and on the members thereof, in respect of employment by the Company of persons who are eligible to be members of the above unions in connection with the Matilda Bay’s production requirements.

This Agreement applies as at the date of signing to thirty nine (39) employees as outlined above.

It is the intention of the parties to have this Agreement registered under Section 41 of the Western Australia Industrial Relations Act 1979 and will, where any inconsistency occurs with it and any Award or Agreement that applies to Company employees, override such awards or agreements to the extent specified by this Agreement.

The terms of and conditions of this Agreement are in full and final settlement of all claims relating to the establishment of this Agreement. There shall be no extra claims during the life of this Agreement except where consistent with State Wage Case decisions.

3.—ARRANGEMENT

1. Title
2. Scope
3. Arrangement
4. Term of Agreement and Obligation to Review
5. Our Focus
6. Skills Formation and Career Development
7. Teams Development
8. Wages
9. Definitions
10. Hours of Work
11. Casual Employees
12. Meal Allowance
13. Overtime
14. Shift Work
15. Rostered Days Off
16. Public Holidays
17. Annual Leave
18. Long Service Leave
19. Sick Leave
20. Compassionate Leave
21. Parental Leave
22. Superannuation
23. Protective Clothing
24. Record
25. Redundancy
26. Termination of Employment
27. Counselling Procedure
28. Settlement of Disputes
29. Parties
 - Appendix A—Work Process Changes
 - Appendix B—Skills Matrix—Brewing Employees
 - Appendix C—Skills Matrix
 - Appendix D—Performance Bonus Scheme
 - Appendix E—Recommendations of the Absenteeism Working Party
 - Appendix F—Redundancy Agreement

4.—TERM OF AGREEMENT AND OBLIGATIONS TO REVIEW

(1) This Agreement shall come into force from the beginning of the first pay period to commence on or after 1 August 1997 and shall have a term until 31 July 1999.

(2) The parties will review this Agreement three months prior to its cessation.

(3) Following the process of reviewing this Agreement it shall continue until it is renewed or replaced by another Agreement.

5.—OUR FOCUS

We reaffirm our commitment for Matilda Bay to continuously improve as a more productive and competitive organisation and by doing so continue to improve our job security and quality of working life. This agreement represents a desire by all of us to build on the programs initiated by previous agreements and to continue to improve the business performance of Matilda Bay.

We reaffirm our commitment to our mission statement as follows—

“Matilda Bay a lead enterprise, brewing our future through profitable dynamic growth in market share.”

To us being a Lead Enterprise means—

- being a focused team based organisation, committed to continuous learning,

- being business leaders, setting benchmarks for others to follow,
- creativity and innovation in all things,
- being pro-active, environmentally and in the community.

Brewing our future means;

- building on our reputation as the innovative, high quality West Australian master brewer,
- focussing on beer as the core of our business,
- working together to enhance our heritage and create our future.

Profitability is—

- being profitable and rewarding for all stakeholders (Stakeholders include the Company, shareholders, employees and others).
- operating in an efficient and cost effective manner
- planning together for long term profitability

Dynamic Growth in Market Share—

- is understanding and listening to the beverage market,
- marketing aggressively to expand our market share,
- innovating to create demand,
- protecting our high quality

We reaffirm our commitment to the following to achieve our focus—

- To continue the “ONE TEAM” model of work organisation which replaces the traditional five department brewery structure, further development of Self Directed Work Teams throughout Matilda Bay, building on the work already done and that of the “Teams Development Benchmarking Team”.
- Continue high levels of consultation, communication and participation. The Joint Consultative Committee (JCC) will continue it’s key role in this and project teams will be used as required.
- Skills formation will be further advanced with the continued development of our Skills Matrix and with it skills based career paths.

Most of these points are addressed specifically in this Agreement. In addition Appendix A lists a program of changes for consideration in the short and longer term. Discussions regarding the implementation of these changes will be held during the life of this agreement.

6.—SKILLS FORMATION AND CAREER DEVELOPMENT

A Skills/Competency matrix has been developed which covers the key Competencies that are necessary for the Production area of Matilda Bay Brewing Co. to achieve its goals. The matrix consists of three major areas, production or technical competencies, supportive competencies and trade related competencies.

The technical/production competencies are areas of activity and responsibility within the production process. These competencies have been documented as performance criteria for the fundamental level. The process of developing the performance criteria was undertaken by a team of experienced employees with the assistance of outside consultants and university students working with us part time. The final documents were validated with input from the majority of employees.

The “supportive skills” have been identified to reflect the points of the proposed “star teams structure”. Under this proposal, each team has responsibility for aspects of the operation, eg. Quality Systems, Performance (Key Performance Indicators (KPI’s)), People Development, in addition to their normal work. The supportive skills are those necessary to carry out these additional responsibilities.. Those skills currently identified as supportive skills will be reviewed during the life of this agreement

It is recognised that a “mechanical fitting” trade or equivalent will be the basic requirement for our mechanical fitting trades people. The additional trade related skills detailed in the matrix are those recognised as added value at Matilda Bay in the maintenance trades area.

The Skills/Competency matrix is the framework for learning in the Production area of Matilda Bay. As people learn new areas they are able to seek assessment against a set of criteria and gain recognition for their skills and knowledge in the form of points. The points gained by individual employees then translates into our pay for skills system detailed in Clause 8.

Matilda Bay is registered as an Approved Training Organisation with the Skills Standards and Accreditation Board, thereby being able to award the certificate in Brewing Operations, a certificate registered with the National Training Board.

(1) Principle of Operation of the Skills Matrix

The broad principles under which our Skills/Competency system will operate are—

- a) Assessment instruments will be developed in a standard format and will undergo a validation against the performance criteria. This validation will be conducted by the accredited assessors.
- b) Development of assessment instruments and transition into the skills based pay system is based initially on the "Fundamental" level only. The "advanced" performance criteria, learning material and assessment instruments will be developed and added to the system.
- c) It is recognised that as the system is implemented and developed, modifications may need to be made. Examples are, points allocated to different skills, addition or deletion of skills etc. See also Appendix B re Brewing. Before any changes are made they will be discussed by the Skills Formation team and then referred to the JCC for final agreement after appropriate consultation with employees.
- d) The inclusion of "Supportive Skills" in the matrix recognises that, while production skills are critical to meeting our goals, other skills are also important to effectively operate the business. It has been agreed that the "Supportive Skills" will have points allocation of 5 or 10, with the exception of microbiology which at the time of writing this agreement was allocated 50 points in the Skills Matrix.
- e) Access to learn a particular skill will be equitably and openly available, the only limitations being the needs of the business and the individual teams. Priority for learning access to the Production/Technical skills and the maintenance external modules will first go to the people working in the respective areas. The "Skills Formation" team which has representatives from every production team will plan and coordinate access to learning activities across production. The representatives will also plan and coordinate learning activities for their own production team.
- f) The opportunity to have current skills assessed will be provided before the commencement date of the system. The system will commence on an agreed date and employees pay rates will be converted to new rates if their skills points indicate a change in pay level.
- g) There will be recommended minimum time periods people should remain in an area of operation when learning that area. These time periods will be determined by the skills team giving consideration to those which currently apply.
- h) Skills/competence in an area must be maintained and a person must be willing to apply their skills when required. In the event that a person's skills are not current in an area they will be given the opportunity to undertake appropriate retraining in order to retain their skills points.
- i) Once the system is operating people will be able to request assessment when they feel confident they are competent in the area. Points will apply from the time they are assessed as competent.
- j) In the case of mechanical fitting trades people who do not hold a mechanical fitting trade certificate or equivalent the core mechanical skills for the maintenance trade people will be identified in the 'mechanical fitting trade' and accreditation at that

level will be a pre-requisite for recognition of the additional trade qualifications in the matrix.

- k) Maintenance trade people who are assessed competent in production skills will have the related skill points credited to them at 20% of the production skills allocation. Where a production employee meets the requirements of sub clause (j) above, any additional trade qualifications from the maintenance list will be recognised and that person credited with 20% of the allocated points.

2. Skills Matrix

Details of the Skills Matrix are at Appendix C.

7.—TEAM DEVELOPMENT

As outlined in the focus statement, Matilda Bay Brewing Company is committed to a highly developed team based work organisation.

Whilst Matilda Bay aims to function as 'one team', there are various teams operating within the brewery with the aim of becoming self-directed.

The teams and their responsibilities can be broadly categorised as—

- a) Production Teams—making beer
- b) Continuous Improvement Teams—improving how we make beer
- c) Project Teams—researching and implementing major improvements to equipment, work organisation and systems.

There is no limit to the number of teams in which people can participate.

The Matilda Bay teams development group, through benchmarking with other organisations, has identified issues that can affect the performance of self directed work teams.

A Star Team concept has been identified and evaluated. During the life of this agreement, it will be developed further and submitted to the parties for their acceptance.

The Star Team concept allows for each Production Team to take on specific roles in addition to normal duties.

Members from each team performing the same role are grouped together to make up the Continuous Improvement Teams.

It has been decided to continue with the following 6 Continuous Improvement Teams—

- Occupational Health and Safety
- Quality
- Production (KPIs)
- Maintenance
- Skills Formation, and
- Teams Development

8.—WAGES

(1) The yearly base rates will be increased by 4.5% on and from December 23, 1997, as follows—

Production Employees—

| Pay Level | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-----------|----------|----------|----------|----------|----------|----------|----------|
| Points | 0-74 | 75-149 | 150-299 | 300-449 | 450-599 | 600-749 | 750+ |
| Old Rate | \$29,343 | \$30,156 | \$31,736 | \$33,005 | \$34,325 | \$35,011 | \$35,361 |
| New Rate | \$30,663 | \$31,889 | \$33,164 | \$34,490 | \$35,870 | \$36,586 | \$36,952 |

Existing Maintenance Trades People—

| Pay Level | 1 | 2 | 3 | 4 | 5 | 6 |
|-----------|----------|----------|----------|----------|----------|----------|
| Points | 0-69 | 70-169 | 170-324 | 325-479 | 480-634 | 635+ |
| Old Rate | \$35,901 | \$37,338 | \$38,271 | \$39,037 | \$39,623 | \$40,018 |
| New Rate | \$37,517 | \$39,018 | \$39,993 | \$40,794 | \$41,406 | \$41,819 |

The above yearly base rates will be increased by 3% on and from August 1, 1998, as follows—

Production Employees—

| Pay Level | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-----------|----------|----------|----------|----------|----------|----------|----------|
| Points | 0-74 | 75-149 | 150-299 | 300-449 | 450-599 | 600-749 | 750+ |
| Old Rate | \$30,663 | \$31,889 | \$33,164 | \$34,490 | \$35,870 | \$36,586 | \$36,952 |
| New Rate | \$31,583 | \$32,846 | \$34,159 | \$35,525 | \$36,946 | \$37,684 | \$38,061 |

Existing Maintenance Trades People—

| Pay Level | 1 | 2 | 3 | 4 | 5 | 6 |
|-----------|----------|----------|----------|----------|----------|----------|
| Points | 0-69 | 70-169 | 170-324 | 325-479 | 480-634 | 635+ |
| Old Rate | \$37,517 | \$39,018 | \$39,993 | \$40,794 | \$41,406 | \$41,819 |
| New Rate | \$38,643 | \$40,189 | \$41,193 | \$42,018 | \$42,648 | \$43,074 |

(2) Performance Bonus

A performance bonus scheme has been developed based on achieving our planned volume as efficiently as possible within our cost constraints and taking into account the maintenance of safety and quality standards. A performance bonus will be paid for production output (in ordinary rostered hours) above a budgeted baseline output. The performance bonus will be paid at the rate of \$5.00 per hectolitre into a pool, and divided equally amongst all employees covered by the agreement, for every calculated hectolitre produced above the baseline. The baseline will be reviewed in June each year. Full details regarding the performance bonus scheme are at Appendix D.

(3) Allowances

- a) An employee who holds a current first aid certificate shall be paid an allowance of \$2.50 per week. This will apply until the introduction of the skills based pay system when a first aid certificate will be recognised in the skills matrix.
- b) Overtime meal allowance—\$7.00
- c) Tool allowance—\$9.20 per week to those employees required to provide their own tools in relation to exercising their trade skills.

(4) Wages will be paid fortnightly by electronic funds transfer.

9.—DEFINITIONS

- (1) “Day” shall mean one normal rostered working day.
- (2) “Week” and “Month” shall mean calendar week and calendar month respectively.
- (3) “Full Time Employee” shall mean an employee who is entitled to all the conditions of this Agreement excluding those prescribed in Clause 11—Casual Employees of this Agreement.
- (4) “Continuous shift work” shall mean a pattern of work which has days rostered on Sundays and or Public Holidays.
- (5) “Day Work” means a pattern of work falling on consecutive days Monday to Friday inclusive between the hours of 6.00 am and 6.00 pm.
- (6) “Shift Work” means a pattern of work extending beyond day work but not continuous shift work.

10.—HOURS OF WORK

- (1) Hours of work will be based on an average of 35 ordinary hours per week.
- (2) Start and finish times will be a matter of negotiation and agreement between the teams and management, subject to the needs of the business, the needs of the team members and occupational health and safety considerations.

11.—CASUAL EMPLOYEES

- (1) Casual Employees may be engaged for periods of not less than four hours as required.
- (2) Casual Employees shall be paid at the Production employee Pay Level 1 rate detailed in Clause 8 (1) above, plus 20% in lieu of public holidays and leave entitlements.
- (3) Casual Employees shall be entitled to shift premiums and overtime rates as they apply in Clauses 13—Overtime and 14—Shift Work respectively.
- (4) Except where agreed a casual employee who has worked an average of more than 35 hours per week for a period of four weeks shall become a full time employee.

12.—MEAL ALLOWANCE

- (1) (a) Employees are entitled to a meal break of 30 minutes duration.
- (b) For day employees the break shall be unpaid, whereas for shift employees it shall be a paid break.
- (2) Employees shall be entitled to a paid refreshment break in the work period before their meal break and also the work period after the meal break.
- (3) Meal and refreshment breaks shall be taken at times agreed between the teams and management subject to the needs of the business, the needs of the employees and occupational health and safety considerations.

13.—OVERTIME

(1) All work performed outside of ordinary hours of duty Monday to Friday shall be paid at time and a half for the first two hours and double time thereafter except as subject to the provisions of sub clause (7) of this clause.

(2) All work performed on a Saturday, Sunday, Public Holiday or rostered day off shall be paid at double time with a minimum of 4 hours pay except as subject to the provisions of sub clause (7) of this clause.

(3) The hourly rate for overtime purposes is calculated by dividing the individual employees yearly base rate (as defined in Clause (8) by 1820 ie. 35 hours per week multiplied by 52 weeks.

(4) A meal allowance in accordance with Clause 8 (3)(b) shall be paid to employees who work more than one hour after the normal finish time.

(5) Except in cases of shift changes by mutual agreement and subject to Subclause (6) of this clause, employees working overtime shall be entitled to have a minimum break of 10 hours before recommencing work. Employees shall be paid at ordinary time for any rostered working hours which fall while the 10 hour break is being observed. When the employer requires an employee to recommence work after less than 10 hours, then double time shall be paid for all work performed until a 10 hour break is provided.

(6) When an employee is recalled to work after leaving the job—

- (a) The employee shall be paid for at least four hours at overtime rates;
- (b) time reasonable spent in getting to and from work shall be counted as time worked;
- (c) When three or more hours are worked the provisions of Subclause (5) herein shall apply.

(7) Learning Time

The purpose of this sub—clause is to detail the basis on which learning time will be paid to employees participating in the different types of learning activities that may occur during the life of this agreement. The terms of this clause do not apply to employees who deliver learning sessions.

It is recognised that such learning activities may come under different categories as follows—

- learning activities covered by the skills matrix;
- learning activities where an employee is directed by the Company to undertake such training;
- learning activities which are undertaken on a requested basis by an employee; and
- learning activities which are undertaken by employees on a voluntary/individual basis such as external courses.

All paid training must be approved in advance by the Company.

The basis of payment for such learning activities will be as follows—

1. Learning activities covered by the skills matrix—
All learning activities related to development activities covered by the skills matrix will as far as practicable be scheduled to occur during an employees ordinary hours of work. Employees undertaking the learning will be paid single time only for participating in such activities. Employees rostered on a 12 hour shift who attend a course which is for less than 12 hours will be paid for their normal rostered hours of work but may be required to attend work prior to, or on completion of, the course by the Company where practicable. Such a requirement will be discussed with the employee concerned prior to commencing the course.
2. Learning activities where the employee is directed by the Company to undertake such training.
As in Sub clause (1) such activities will as far as practicable be scheduled to occur during an employees ordinary hours of work. If some or all of the training time is outside the employees ordinary hours of work then the overtime rates as per Clause 13 will

apply for that time which is in excess of the employees ordinary hours of work. Employees rostered on a 12 hour shift who attend a course which is for less than 12 hours will be paid for their normal rostered hours of work but may be required to attend work prior to, or on completion of, the course by the Company where practicable.

3. Learning activities which are undertaken on a requested basis by an employee (including residential courses).

Where such training is approved by the Company, single time will apply for that time which falls during an employees normal rostered hours of work only.

4. Learning activities which are undertaken by employees on a voluntary/individual basis ie. external courses.

For approved courses only employees may be provided with assistance under the Company's external study assistance scheme. No other additional payments will apply.

The current arrangement for training covered by the "Part time Study Assistance Program" will continue.

14.—SHIFT WORK

(1) The method of working shift will be subject to negotiation and agreement between the teams and management, subject to the needs of the business, the needs of the employees and occupational health and safety considerations.

(2) When times outside of the following are agreed, then the appropriate shift classification (for loading purposes) shall form part of that agreement.

(3) Shift Loadings—

Maintenance Employees and/or other employees engaged on shiftwork not elsewhere specified—

- (a) Day Shift—i.e. any shift worked within 6.00am to 6.00pm—10% in addition to any payment herein.
- (b) Afternoon Shift—i.e. any shift worked within 12 noon to 12.00pm—15% in addition to any payment herein.
- (c) Night Shift—i.e. any shift worked within 6.00pm to 6.00am—17.5% in addition to any other payment herein.

Production Employees Working in Packaging—

- (a) Day Shift—i.e. any shift worked within 6.00am to 6.00pm—12.50 % in addition to any other payment herein.
- (b) Afternoon Shift—i.e. any shift worked within 12 noon to 12pm—12.50% in addition to any other payment herein.
- (c) Night Shift—i.e. any shift worked within 6.00pm to 6.00am -17.5% in addition to any other payment herein.

Production Employees Working in Brewing—

Brewing employees will be paid a shift allowance of 14.167% whilst a 12 hour shift roster continues in operation, worked on a 24 hour basis Monday to Friday.

15.—ROSTERED DAYS OFF

Rostered days off will be negotiated and agreed between the teams and management subject to the needs of the business, the needs of the employees and occupational health and safety considerations.

16.—PUBLIC HOLIDAYS

The following will be observed as Public Holidays for which employees shall be paid eight hours at ordinary time.

New Years Day
Australia Day
Labour Day
Good Friday
Easter Monday
Anzac Day
State Foundation Day
Sovereigns Birthday
Christmas Day
Boxing Day

All work performed on public holidays shall be paid at double time in addition to the day's pay.

17.—ANNUAL LEAVE

- (1) The method of scheduling the taking of annual leave will be subject to negotiation and agreement between the teams and management, subject to the needs of the business, and the needs of the employees.
- (2) All employees are entitled to four week's annual leave for each completed year of service and pro-rate for each month. Shift loadings shall be paid to employees who performed shift work for no less than half of the annual leave qualifying period. Such shift loading shall be at 12.5% for day/afternoon shift employees and 14.17% for night shift employees.
- (3) Employees who worked on a continuous shift roster for not less than half of the annual leave qualifying period are entitled to an additional week's annual leave at the above rates. Pro-rata entitlements shall apply for employees who worked less than six months on a continuous shift roster.
- (4) Accumulated annual leave entitlements will be paid on termination..

18.—LONG SERVICE LEAVE

An employee's long service leave will be in accordance with the Western Australian Industrial Relations Commission General Order for long service leave, provided that the following shall apply.

(1) For each completed ten year's service there shall be 455 hours paid leave due.

(2) Where at least seven (7) year's service has been completed and employment is terminated, pro-rata payment based on subclause (1) hereof shall be made for each completed year of service, provided that where an employee is made redundant, the pro-rata payment shall apply after one (1) completed year of service.

(3) During the second and subsequent ten year periods of service, an employee may take pro-rata long service leave after the seventh (7th) year, provided satisfactory notice to the employer is given.

(4) Any long service leave taken will be additional to any public holidays or annual leave specified in this award occurring during the period when the long service leave is taken.

19.—SICK LEAVE

Sick leave will be in accordance with the recommendations of the Absenteeism Working Party as set out in Appendix E.

20.—COMPASSIONATE LEAVE

Paid leave will be provided to assist in circumstances of serious illness, injury or death of family member/s. Matilda Bay reserves the right to review any individual case as appropriate.

21.—PARENTAL LEAVE

(1) Parental leave shall be allowed in accordance with the conditions prescribed in the Federal Workplace Relations Act 1996 as amended and the Minimum Conditions of Employment Act 1993 as amended.

(2) In cases of unexpected emergency supported by a medical certificate, parental leave will be granted where less than ten weeks' notice has been given.

22.—SUPERANNUATION

The parties agree that all employees shall be entitled to join the CUB Employees Superannuation Scheme.

23.—PROTECTIVE CLOTHING

Protective clothing, footwear and uniforms shall be supplied and maintained by the employer. Conditions of supply and maintenance will be subject to an agreement between the parties.

24.—RECORD

A record shall be kept by the employer wherein shall be entered in respect of each employee.

- (1) Name and age
- (2) The nature of work performed

- (3) Starting and finishing times each day
- (4) Total number of hours worked including overtime
- (5) Wages paid
- (6) Annual leave, long service leave paid and accrued and sick leave taken.

A duly accredited representative of the union shall have the right to inspect the records of an employee or former employee provided that—

- (a) the employer may refuse the representative access to the records if—
 - (i) the employer is of the opinion that access to the records by the representative of the union would infringe the privacy of persons who are not members of the union; and
 - (ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative;
- (b) the power of inspection may only be exercised by a representative of the union authorised for the purpose in accordance with the rules of the organisation; and
- (c) before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to the employer.

25.—REDUNDANCY

The terms to apply to any redundancies which may arise have been agreed between the parties. The terms of this agreement are at Appendix F.

26.—TERMINATION OF EMPLOYMENT

Either party is required to give a fortnight's notice of termination or payment in lieu or forfeiture of wages to the extent of the inadequacy of notice except in cases of termination of employment due to serious misconduct in which case wages shall be paid up to the time of termination only.

In cases of redundancy, the Company will be bound by the Redundancy Agreement as per Appendix F.

This clause does not apply to casual employees.

27.—COUNSELLING PROCEDURE

Instances of unsatisfactory performance will be dealt with through a process of counselling. This process will involve three warnings consisting of, firstly counselling/verbal warning, followed by a first written warning, then a final written warning. If unsatisfactory performance continues to be exhibited the employee will be terminated.

An employee at any stage of this process may seek to be represented by their union delegate or full time official.

28.—SETTLEMENT OF DISPUTES

Objective—to promote the growth of good industrial relations between employees and management, to ensure that any questions, difficulties or disputes, if they arise, are settled promptly at the lowest possible level.

(1) An employee with a complaint will discuss it with his/her team and/or Shop Steward if necessary.

(2) If the employer is dissatisfied with the team's decision he/she may take the matter up with his/her supervisor. The Shop Steward may be present.

(3) If the dispute remains unresolved after this third step the aggrieved employee may ask the Shop Steward to advise the Union Secretary and request the he/she take the matter up with the Production Manager.

(4) If, after conferring and making all reasonable attempts as provided for by steps 1-3, the parties are still unable to resolve the questions, difficulties or disputes, the matter may be referred to the Industrial Relations Commission of Western Australia.

(5) Should a dispute arise within Matilda Bay which is outside the foregoing matters, the Shop Steward will confer with Management, at a time and place mutually acceptable on such a dispute before any further action is taken.

(6) While these procedures are being followed, work will continue normally, unless the issue relates to health and safety

problems whereby an employee is exposed to hazards whilst conducting his/her work in the proper manner. In the case of occupational health and safety matters, assistance may be sought from an outside authority.

29.—PARTIES

The following are the parties to this Agreement—

- (1) Matilda Bay Brewing Company Limited;
- (2) The Breweries and Bottleyards Employees' Industrial Union of Workers of Western Australia;
- (3) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch.

APPENDIX A

WORK PROCESS CHANGES

In part settlement of this agreement the parties have agreed that discussions will take place on the implementation of certain work process during the life of this agreement. These may either be categorised as changes to be implemented in the short term or longer term.

1. Short Term Changes

In the short term the proposed changes are as follows—

- (1) Changes to Packaging crewing arrangements on the can line.
- (2) Staggered meal breaks on the bottling line, subject to certain plant changes being implemented. These changes will be reviewed as appropriate.
- (3) Packaging operators to carry out changeovers, where trained to do so
- (4) Amendments to training time arrangements as detailed in Clause 13(7).

In addition to the above it was also initially proposed that Packaging employees be available to commence at 6am on the filler. This, however has since been reviewed following an alternative technical process being trialed. In the event that the trial is unsuccessful then it is agreed that the early start requirement will be reviewed.

2. Longer Term Issues

Longer term issues that will be reviewed during the next 12 months as part of a structured implementation plan are (not necessarily in order of importance) as follows—

- (1) Maintenance program
- (2) Training on the job
- (3) Labour costs
- (4) Costs per HL
- (5) Annualised incomes
- (6) Skills matrix
- (7) Total brewery organisation
- (8) Scheduling
- (9) 12 hour shift roster in Brewing

APPENDIX B

SKILLS MATRIX—BREWING EMPLOYEES

As noted in Clause 6 a skills matrix has been developed setting out a process for the recognition of levels of competence held by employees. In the course of reviewing the operation of the skills matrix the parties have agreed as a matter of priority to progress the development of assessment instruments for modules covering work processes in the Brewing area.

Whilst this work is being undertaken any Brewery Team members currently not being paid at the Grade 4 level will be paid at that level from October 27, 1997 on an interim basis pending assessment at that level. The parties have agreed that the assessment instruments for those duties not currently covered by the skills matrix need to be developed and validated as a priority. It is expected that the instruments for the Grade 4 level will be finalised by June 1, 1998. Employees assessed as being competent at the Grade 4 level within one month of the finalisation of the validation of the assessment instruments will be back paid the Grade 4 rate to August 1, 1997. Employees who do not successfully complete the assessment within one month of the validation of the assessment instruments will

stop being paid the Grade 4 rate at that time. The adjustment for Brewing employees to Grade 4 includes absorption of the current 2% allowance paid in respect of the former Team Co-ordinator allowance.

It is agreed that employees will carry out the full range of skills in which they are competent in. It is also agreed that this arrangement has arisen due to the specific circumstances that

existed in the Brewing area and will not form the basis of any flow on claims to other areas. The parties are committed, however, to reviewing the operation of the skills matrix for all areas covered by it, including those skills grouped under the supportive skills, during the life of this agreement to ensure that the skills covered by the matrix are current and properly reflect the skill levels required to perform the tasks involved.

APPENDIX C
MATILDA BAY SKILLS MATRIX

| Production People | | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-------------------|--|--------|----------|-----------|-----------|-----------|-----------|------|
| Pay Level - | | 0 - 74 | 75 - 149 | 150 - 299 | 300 - 449 | 450 - 599 | 600 - 749 | 750+ |
| Point Bands - | | | | | | | | |

| Brewing Diploma | PRODUCTION / TECHNICAL SKILLS | | | | | | | | SUPPORTIVE SKILLS | | | | | |
|--------------------|-------------------------------|------|------|------|------------------|---------------|----------------|----------------|-------------------------------------|----------------------|-------------------------|--------------------------|-----------------------|------------------------|
| | Advanced Level | (45) | | | | (35) | | | | Micro (50) | Refrigeration (10) | OH&S Representative (10) | Advanced PC (5) (**) | Basic PC (5) |
| Intermediate Level | (20) | (20) | (25) | (20) | (10) | (15) | (25) | (20) | Internal Auditor (ISO) (10) | Sched.(B) (10) | Breathing Apparatus (5) | Teams 3 (5) (***) | Teams 2 (5) (***) | FLC (85) |
| Fundamental Level | (65) | (60) | (75) | (70) | Depall. (10) | Filling (40) | C. & P.B. (20) | Warehouse (35) | Customer Complain Investigation (5) | Maint & Proj(B) (5) | Fire Extinguishers (5) | Teams 1 (5) | Train the Train. (10) | FLPower Contr. (80) |
| Entry Level | | | | | Fork in Pkg (20) | Pasteur. (10) | C. & P.C. (25) | Racking (35) | Quality Issues (5) | Stock Ord & Con. (5) | First Aid (5) | Workpl.Assessor (10) | | Hydraulics 2 (80) |
| | | | | | | | Mulpl. B. (10) | | Flavour (10) | KIPs (10) | | | | Hydraulics 1 (70) |
| | | | | | | | Labelling (25) | | | | | | | Pneumatics 1 (100) |
| | | | | | | | | | | | | | | REL (70) |
| | | | | | | | | | | | | | | Mechanical Firing Core |
| | | | | | | | | | | | | | | Maintenance |

| Maintenance Trade People | | 1 | 2 | 3 | 4 | 5 | 6 |
|--------------------------|--|--------|----------|-----------|-----------|-----------|-------|
| Pay Level - | | 0 - 69 | 70 - 169 | 170 - 324 | 335 - 479 | 480 - 634 | 635 + |
| Point Bands - | | | | | | | |

| Entry Skills | | |
|--------------------|----------|--------|
| Introduction to PC | Forklift | Boiler |

APPENDIX D
PERFORMANCE BONUS SCHEME

1. Introduction

As stated in Clause 8 (2) a Performance Bonus scheme has been developed, which provides for a bonus to be paid for production output achieved during ordinary rostered hours in excess of the budgeted baseline output. This appendix sets out the general terms of the scheme including the methodology to be applied in setting the baseline targets and in calculating the quantum of the bonus to be paid.

2. Aim

The aim of the Performance Bonus scheme is to provide an incentive for employees to improve our levels of production within ordinary rostered hours as efficiently as possible within our cost constraints taking into account the maintenance of our safety and quality standards.

3. Operation

The performance bonus scheme will commence operation from the quarter commencing October 1, 1997 and continue on a quarterly basis thereafter for the life of this agreement. The performance bonus will be calculated on a quarterly basis. Negative performance results from any quarter are carried forward into the pool for the full twelve months.

4. Bonus Amounts

The performance bonus will be paid at the rate of \$5.00 per bonus hectolitre. Bonus hectolitres are hectolitres produced in excess of budgeted baseline output. The bonus will be paid into a pool and divided equally between all employees covered by this agreement. In the event of a quarter where performance is at or below the Baseline Output (a negative number), the bonus for that quarter will be zero.

The bonus will be paid in two parts as follows—

1. The first part payment of \$2.50 per bonus hectolitre (if applicable) will be paid every six months based on the net performance of the preceding two quarters.
2. The second part payment of \$2.50 per bonus hectolitre (if applicable) will be paid at the end of every twelve months. This will comprise the net balance of the pool for that year.

5. Schedule of Payments

The following schedule of payments if applicable will apply—

First part payments will occur on—

- 1 January 1998
- 1 July 1998
- 1 January 1999
- 1 July 1999

Second part payments will occur on;

- 1 July 1998
- 1 July 1999

6. Baseline Output

The budgeted baseline output targets will be advised to employees at the commencement of each quarter.

7. Review

The operation of the performance bonus scheme will be reviewed by the parties to this agreement in June 1998 and in June 1999.

APPENDIX E
RECOMMENDATIONS OF THE ABSENTEEISM WORKING PARTY

Employee attendance at work is critical in contributing to an efficient operation. We must meet production requirements to satisfy our customers' and internal Company demands. We all need to do our part in achieving this goal, and one way is to maintain a good attendance record.

Subject to the conditions outlined below, employees will be entitled to leave of absence without loss of pay where an employee cannot attend work due to personal illness, injury or accident.

Counting absences. Here are the rules for how absences will be counted—

- Any unscheduled absence for a whole shift will be counted as one occurrence .
- An absence for one or more consecutive workdays will be considered one occurrence ie consecutive days of absence will count as one occurrence.
- If an employee returns from an absence (due to an illness)and goes out again due to the same illness after being at work for no more than one day, then the absence will be counted as one occurrence.

If an employee leaves work due to sickness after a shift has commenced this will not count as an occurrence. The employee will also not be required to provide a medical certificate for this absence, however, the Company reserves the right to discuss the situation if the employee leaves on multiple occasions, in which case the employee may be required to provide a medical certificate in the future.

If an employee has more than five (5) occurrences in each year of employment the employee will be made aware of his/her record and counselling may begin. Any further instances may result in the counselling process as per Clause 27 of this agreement being applied. However, the Company may counsel and/or discipline an employee before five occurrences in circumstances such as where an employee has a pattern of absenteeism.

For the purposes of this policy and procedure, supporting documentation is defined as a certificate from a medical practitioner. Retrospective medical certificates will not be accepted.

Procedure In the event that an employee is unable to come to work, the employee is to contact his/her supervisor by no later than his/her regular starting time so that arrangements for coverage can be made.

Employees should try to ensure that elective appointments such as dentist appointments are in their own time; absences will be otherwise counted as one occurrence. Employees may by agreement with the Company take time off to attend such appointments and/or make up the time on an ordinary time basis at a mutually agreed time and/or take annual leave. If an employee requires elective surgery the employee must advise the Company of their intention to undergo elective surgery in advance, and give as much notice as possible as to when the surgery is scheduled.

Absences of two single days due to sick leave during a twelve (12) months employment period will not require supporting documentation for payment to be made. Any single day absences in excess of two single days will require supporting documentation.

Any absences of two consecutive days or more will require supporting documentation before payment will be made.

The Company retains the right to (i) require explanations for absences, (ii) to implement an absenteeism review procedure or (iii) to take disciplinary action in the event of undue absenteeism.

The terms of this Appendix will become operative on and from 23 December 1997.

APPENDIX F REDUNDANCY AGREEMENT

(1) Scope

This agreement shall apply to employees of Matilda Bay Brewing Company (the Company) who are covered by this enterprise development agreement.

(2) Definition

For the purposes of this agreement, redundancy means a situation where work no longer exists for a full time employee with more than three (3) months service as a result of changes in, but not limited to; technology, work organisation, market decline, closure, take over, major catastrophe, volume reduction.

(3) Consultation

The Company will provide, as early as possible as much information as it can, to its employees and their unions regarding any impending changes that may result in employees becoming redundant. Consultation will be aimed at redundancy being the last option.

(4) Means of Processing Redundancy

(a) Redundancy applications will be processed in the following sequence—

- Firstly volunteers from the area concerned eg. Brewing, Packaging, Maintenance and Warehouse. In the event of more employees volunteering than required, longest serving employees will be given preference.
- Where insufficient numbers are obtained, volunteers will be called for site wide, with such volunteers being accepted conditional upon skill levels being

maintained for each area to continue operating satisfactorily.

- In the case of insufficient numbers being obtained via the above, the remaining redundancies will be on the basis of “last on, first off”.

(b) The Company, its employees and their relevant union(s) may agree to vary the sequence detailed in subclause (a) above.

(5) Relocation Opportunities

If a vacancy exists in other CUB plants and a potentially redundant employee wishes to be considered for that position then the Company will facilitate the process for that person's application for the position recognising that the potentially redundant employee would need to be accepted via the selection process at the receiving plant.

If successful, the Company will meet reasonable relocation costs for the employee and their immediate family.

If successful the employee will not be entitled to redundancy payments.

(6) Assistance and Counselling

In the event of an employee taking redundancy, a reasonable level of assistance will be provided in the following areas—

- Career counselling;
- Financial counselling;
- Social counselling (including the employee and their immediate family);
- Training in new/additional areas and skills;
- Job search—
 - Resume preparation
 - Interview skills
 - Company search for employment opportunities
 - Time off to attend interviews (with proof of attendance).

(7) Payments to Redundant Employees

Redundant employees will receive payments as follows—

- (a) A payment of 15 weeks severance pay plus three (3) weeks pay for each completed year of service to a maximum payment of 104 weeks. Payments in this sub clause shall be made on a pro rata basis for each completed month of service. However no employee shall receive less than 18 weeks pay.
- (b) Long service leave on a pro rata basis after 1 years completed service.
- (c) Under no circumstances may an employee receive a greater number of weeks pay, as in this clause, than the number of ordinary weeks between his/her termination date and his/her normal retirement date.
- (d) For the purposes of this calculating redundancy payments, a weeks pay means the employees current base ordinary time pay excluding penalties.

(8) Notice of Redundancy

(a) If after consultation redundancies are unavoidable the Company will give each redundant employee four (4) weeks notice of termination. Employees 45 years of age and over will receive five (5) weeks notice of termination.

Where the Company fails to give such notice the employee/s concerned shall be paid for the period equal to the difference between the full period of notice and the notice actually given.

(b) An employee given notice in accordance with this clause shall not suffer any loss of benefits if the employee leaves before the full notice period has been worked, and his/her termination date is agreed between the parties.

(9) Incidence and Agreement Review

The parties may review this agreement after two years or as part of consultations under clause 3 above. A review will not result in changes to the operation of and payments under this agreement, unless there has been substantial movement in relevant standards since the commencement of this agreement.

SIGNATURES

For and on behalf of Matilda Bay Brewing Company Limited

(Signed D. Grant)
(Authorised signatory)

Date 23.10.98

For and on behalf of The Breweries and Bottleyards Employees Industrial Union of Workers of Western Australia

Common Seal

(Signed R. Murphy)

Date 27.10.98

For and on behalf of The Automotive Food Metals Engineering Printing and Kindred Industries Union of Workers—Western Australian Branch

Common Seal

(Signed J. Sharp-Collett)

Date 11.11.98

**MINISTRY FOR PLANNING ENTERPRISE
AGREEMENT 1998.
No. PSA AG 100 of 1998.**

**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.**

Industrial Relations Act 1979.

Chief Executive
Ministry for Planning
and

The Civil Service Association of Western Australia
Incorporated.

No. PSA AG 100 of 1998.

Ministry for Planning Enterprise Agreement 1998.

24 November 1998.

Order.

HAVING heard Mr T Dawe on behalf of the Chief Executive Ministry for Planning and Ms J van den Herik on behalf of The Civil Service Association of Western Australia Incorporated, now therefore, I the undersigned, pursuant to the powers conferred under the Industrial Relations Act, 1979 do hereby order —

1. THAT the agreement to be known as the “Ministry for Planning Enterprise Agreement 1998” reflected in the schedule to this order shall be and is registered with effect on the 11th day of November 1998.
2. THAT the Ministry for Planning Enterprise Agreement 1998 shall replace the Ministry for Planning Enterprise Agreement 1996, PSA AG 1 1996.

[L.S.] (Sgd.) S.A. CAWLEY,
Commissioner.

Schedule.

1.—TITLE

This Agreement will be known as the “Ministry for Planning Enterprise Agreement 1998” and shall replace the Ministry for Planning Enterprise Agreement 1996, PSAAG 1 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope
4. Objectives
5. Parties to the Agreement
6. Employees Covered
7. Definitions
8. Parent Award
9. Date and Operation of Agreement
10. No Further Claim
11. Salary Details

12. Initiatives to Effect and Maintain Real Gains in Productivity
 13. Consultative Mechanism
 14. Conditions of Employment
 15. Dispute Settlement Procedure
 16. Human Resource Management Policy and Procedure Statements
 17. Well-being of Employees
 18. Flexibility in Work Practices
 19. Notification, Redeployment and Redundancy
 20. Variation
- Schedule A—Salaries

3.—SCOPE

This Agreement shall apply throughout the State of Western Australia to all persons employed by the Chief Executive, Ministry for Planning, the Heritage Council of Western Australia and the Office of the Minister for Planning (Planning Appeals) who are members or eligible to be members of the Civil Service Association of Western Australia Incorporated.

4.—OBJECTIVES

The broad objectives of the Agreement are interrelated and include—

- (1) to incorporate improved work practices resulting in optimum efficiency and productivity, to encourage and promote flexibility within the Ministry;
- (2) to identify areas of initiative that have and will continue to provide the framework for continuous improvement;
- (3) to recognise and share a common vision and adoption of a client focused service; and
- (4) to recognise and acknowledge the outstanding contribution and qualities of members of the Ministry’s workforce.

5.—PARTIES TO THE AGREEMENT

This Agreement is made between the Chief Executive, Ministry for Planning and the Civil Service Association of Western Australia Incorporated.

6.—EMPLOYEES COVERED

This Agreement shall apply to all employees covered by Clause 3.—Scope of this Agreement. Upon registration, the number of employees covered by this Agreement is estimated to be 250.

7.—DEFINITIONS

For the purpose of this Agreement reference made to—

- (1) “Agreement”—means the Ministry for Planning Enterprise Agreement 1998.
- (2) “Agreement period”—means the period the Agreement will be in effect.
- (3) “Award”—means the Public Service Award 1992.
- (4) “Chief Executive”—means the Chief Executive, Ministry for Planning.
- (5) “Employee(s)” —means a person or persons employed by the Ministry for Planning, including the Heritage Council of Western Australia and the Office of the Minister for Planning (Planning Appeals) who are members or eligible to be members of the Civil Service Association of Western Australia Incorporated but excludes any persons or parties engaged as a consultant on a fee for service basis and/or as a Job Skills or other traineeship program participant.
- (6) “Employer”—means the Chief Executive, Ministry for Planning.
- (7) “Family”—means a person who is related to the employee by blood, marriage or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of the employee.
- (8) “Ministry”—means the Ministry for Planning and includes the Heritage Council of Western Australia and the Office of Minister for Planning (Planning Appeals).

- (9) "Union"—means the Civil Service Association of Western Australian Incorporated.

8.—PARENT AWARD

This Agreement shall be read in conjunction with the provisions of the Public Service Award 1992 which apply to the parties bound to this Agreement. In any case of inconsistencies, this Agreement shall have precedence to the extent of the inconsistencies. Where this Agreement is silent the Award applies.

9.—DATE AND OPERATION OF AGREEMENT

(1) This Agreement shall remain in force for a period of two (2) years from the date of its registration in the Western Australian Industrial Relations Commission.

(2) During the life of the Agreement the parties will continue to address a range of issues and reforms specifically aimed at increasing productivity. The parties agree that these issues will form the basis of future negotiations.

(3) The pay quantum achieved as a result of this Agreement will remain and form the new base pay rates for future Agreements or continue to apply in the absence of a further Agreement — except where the Award salary rate is higher in which case the Award salary rate shall apply.

(4) The Agreement will continue in force after the expiry of the term until such time as any of the parties withdraws from the agreement by notification in writing to the other party and to the Western Australian Industrial Relations Commission.

(5) No less than six (6) months prior to the expiry of this Agreement the parties shall commence negotiations for a new Agreement.

10.—NO FURTHER CLAIM

The parties to this Agreement undertake that for the duration of the Agreement there shall be no further salary or wage increases sought or granted except for those provided under the terms of this Agreement or provided for in National or State Wage Case Decisions.

11.—SALARY DETAILS

(1) The following salary increases will be payable—

| | |
|---|------|
| (a) On registration of this agreement: | 3.5% |
| made up as | |
| Thirty eight hour working week | 1.33 |
| Abolition of Short leave and range of reform measures | 1.17 |
| Development, acceptance of, and commitment to, the Ministry for Planning Productivity Model | 1.00 |

(b) On the first pay period on or after 1 July 1999—
Access to 50% of any productivity measured by the Ministry's productivity model for the period 1.7.98—30.6.99 with the potential for a salary increase up to a maximum of 3.5%.

(3) The rates that apply during this agreement are set out in Schedule A—Salaries.

12.—INITIATIVES TO EFFECT AND MAINTAIN REAL GAINS IN PRODUCTIVITY

The parties commit to maintain productivity gains made in previous enterprise agreements. The parties are committed to the continued development and implementation of a broad agenda of initiatives designed to increase the efficiency and effectiveness of the program and service delivery of the Ministry.

(1) Productivity Model

To facilitate continuous improvement the parties agree to accept the Ministry for Planning Productivity model which will—

- Identify key success areas based on corporate and operational planning.
- Develop productivity and performance indicators enabling measurement and trend analysis of key success areas.
- Collect data for baseline measures and targets of key success areas.

(d) Provide a process of collecting and interpreting regular customer feedback and measures of customer service for effectiveness and efficiency, provide the parties with an effective system of measuring performance/productivity and engender a culture within the Ministry of continuous improvement.

(e) Review and evaluate strategies and the productivity improvement process.

(f) Develop a gain-sharing mechanism linking productivity improvement with salary increases.

(2) Productivity Operation

For the period 1 July 1998 to 30 June 1999 the Ministry will commence the measurement of any productivity improvement using the agreed productivity model and measurement process for a period of one (1) year. Any productivity gains measured as a result of the process will be used as a basis to calculate the salary increase to take effect from 1 July 1999.

(3) Productivity Measurement

(a) The parties agree that the measurement and monitoring of productivity improvements provides critical feedback on the performance of the Ministry to management, employees and other relevant stakeholders.

(b) The parties agree to assess organisational performance according to the extent to which the objectives of the Ministry are achieved. The parties agree that performance indicators assist in the attainment of corporate goals in the interests of clients, employees, the Ministry and the Government on behalf of the community.

(c) During the life of this Agreement, the Ministry's productivity model and measurement system will be utilised in consultation with the parties to this Agreement to measure any increases in productivity.

(d) Any productivity and efficiency arising from the Ministry's productivity model shall be considered as gain-sharing for distribution to staff as a salary increase. Any productivity gain shall be shared equally between employer and employee.

13.—CONSULTATIVE MECHANISM

(1) The parties are committed to working together to improve the business performance and working environment of the Ministry and to maintain effective consultation in the workplace. Consultation in the context of this Agreement is defined as information sharing and discussion on matters relevant to the operation of the Ministry.

The parties agree to consult within a Business Unit and/or Division or at a similar workplace level and within the Ministry-wide Joint Consultative Committee (JCC). Consultation will mean a commitment by the parties to achieving workable and acceptable solutions and may include appropriate training and facilities for members of the Joint Consultative Committee. It is acknowledged by the parties to this Agreement that decisions will continue to be made by the Ministry which is responsible and accountable to Government through legislation for the efficient and effective operation of its business.

(2) Joint Consultative Committee (JCC)

It is acknowledged that there are some issues relating to industrial, legislative and funding matters which are outside the scope of the JCC.

(a) Objectives of the Joint Consultative Committee

The JCC will be used as a vehicle to facilitate employee involvement within the Ministry to—

- Review and monitor this Agreement and matters arising from it.
- Consult and contribute to the effective decision making process of the Ministry.
- Participate in the implementation and monitoring of any identified organisational changes.
- Identify opportunities for improvement which will enhance the efficiency and effectiveness of the Ministry.
- Improve the quality of working life for all employees.

- (vi) Improve the quality of decision making in the Ministry.
- (b) Terms of Reference
The terms of reference shall include—
 - (i) Determining appropriate meeting procedures.
 - (ii) Determining mechanisms whereby issues can be brought to the JCC.
 - (iii) Forming any sub committees.
 - (iv) Referring issues to authorised persons or committees for possible resolution.
- (c) Representation
The JCC, wherever practicable, shall consist of an equal number of representatives from management, employees and employee union delegates. Consideration will be given to gender balance.
- (d) Procedures
 - (i) Members of the JCC shall be elected for one year or such other set period determined by the JCC. If a member ceases to be employed by the Ministry or resigns from the JCC, they cease to be a member and a new member shall be appointed or elected.
 - (ii) The Chair of the JCC and the Secretary of the JCC shall be elected by the JCC for a set period and may be rotated between representative groups from time to time.
 - (iii) Any member may submit a item for the agenda.
 - (iv) The secretary of the JCC shall record the agenda and minutes of meetings for distribution to members.
 - (v) Where required, reasonable time in working hours shall be provided for representatives to report back on any item arising from the JCC.
 - (vi) Where required, and subject to management approval, representatives may hold meetings with staff during normal working hours to canvass the views of employees relating to a matter before the JCC.
 - (vii) Where required, an employee may be invited to attend a JCC meeting to contribute to a matter before the JCC.

14.—CONDITIONS OF EMPLOYMENT

(1) Expenditure Incurred in Carrying Out Official Duties

The Ministry will not apply the provision of Schedule I “Travelling, Transfer and Relieving Allowance” in the Public Service Award 1992 but will determine expenditure incurred in carrying out authorised official duties. In lieu of the provisions of the Award the Employer will reimburse employees who incur expenses while carrying out their normal duties where no prior arrangement for payment has been made. This will include—

- (a)
 - (i) Costs incurred while travelling on official duties (including the purchase of meals).
 - (ii) Staying overnight at a destination other than their normal residence.
 - (iii) Relieving or being transferred to a regional office (or vice versa) at the direction of the Ministry.
 - (iv) Purchasing meals while working approved overtime.
- (b) Wherever possible payment for accommodation whilst travelling on official duties shall be made by invoice or corporate credit card. Employees who are issued with a corporate credit card or manual purchase order will be permitted that facility for payments.
- (c) Employees travelling on authorised official duties will be provided with appropriate accommodation. Where employees arrange their own accommodation they will be reimbursed actual costs based on receipts.
- (d) Reimbursement of actual expenditure will include costs incurred while travelling on official duties

(including meals), staying overnight at a designation other than an employee’s normal residence, relieving or being transferred to a regional office (or vice versa) at the direction of the Ministry and purchasing meals while working approved overtime.

- (e) Reimbursement shall be based on actual receipts for authorised goods and services purchased up to the maximum relevant amount detailed in Schedule H “Overtime” or Schedule I “Travelling, Transfer and Relieving Allowance” of the Award.
- (f) Employees who agree to work authorised overtime and cannot take a meal break due to the nature of the work in which they are engaged shall be paid an amount detailed in part II of Schedule H “Overtime” of the Award.
- (g) An employee may request to stay in non-commercial accommodation provided by a relative or acquaintance (“home stay”). Where this is authorised the employee may claim reimbursement for reasonable, actual expenses, wholly expended on behalf of the relative or acquaintance as reimbursement for hospitality received, in lieu of hotel/motel accommodation, up to a maximum of the relevant overnight stay rate detailed in Schedule I “Travelling, Transfer and Relieving Allowance” in the Award.
- (h) The Ministry recognises that an employee may incur incidental costs associated with travelling on official duties for which receipts are unobtainable. In such circumstances an employee may claim for reimbursement for actual expenditure up to a maximum of \$15 per night.

(2) Long Service Leave

This clause shall be read in conjunction with Clause 21.—Long Service Leave of the Public Service Award 1992.

- (a) An employee’s long service leave shall be cleared within three (3) years of the date of accrual. Where there are demonstrated exceptional circumstances the employer may authorise the deferment of taking accrued long service leave provided that all accrued leave is cleared before the next accrual date, ie, accrued leave is cleared in full within seven (7) years of the accrual date.
- (b) An employee may apply to take long service leave as—
 - (i) Thirteen weeks at normal pay, or
 - (ii) Any amount between one week and thirteen weeks at normal pay, or
 - (iii) Twenty six weeks at half normal pay, or
 - (iv) Any amount between four weeks and twenty six weeks at half normal pay, or
 - (v) Any amount between one week and six and a half weeks at double normal pay.

(3) Family Carers Leave

The Ministry will apply the conditions contained in Clause 22.—Sick Leave of the Public Service Award 1992 with the addition that accrued sick leave, up to a maximum of five (5) days per calendar year, may be used by employees for the purpose of taking care of a family member except that in exceptional circumstances the Chief Executive may authorise more than the maximum five (5) days per year. Family carers leave is not cumulative. Whenever required by the employer the employee shall provide evidence which determines the requirement to take Family Carers Leave.

(4) Parental Leave

- (a) Definitions
 - (i) “employee” includes full time, part time, permanent employees and fixed term (contract) employees.
 - (ii) “replacement employee” is an employee specifically engaged to replace an employee proceeding on parental leave.
- (b) Eligibility for Parental Leave
 - (i) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the

- birth of a child to the employee or the employee's spouse/partner.
- (ii) Where both parents are employees of the Ministry for Planning they are not entitled to unpaid parental leave at the same time as their spouse/partner is on parental leave except for one (1) week immediately after the birth of the child when both parents may be on parental leave concurrently. The Chief Executive may authorise an extension of more than one (1) week unpaid parental leave under special circumstances.
- (iii) An employee seeking to adopt a child under the age of five (5) years shall be entitled to three (3) weeks unpaid parental leave at the placement of the child and a further period of parental leave up to a maximum of 52 weeks. Where both partners are employed by the Ministry for Planning, the three (3) week period may be taken concurrently.
- (iv) An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave for the employee to attend interviews or examination required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to three (3) days leave to attend required interviews or examinations. The employee may take any paid leave entitlement in lieu of this leave.
- (c) Other Leave Entitlements
- (i) An employee proceeding on parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of parental leave.
- (ii) Upon return to work employees will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skills and abilities as the one held immediately prior to commencement of leave.
- (iii) Any period of leave without pay must be applied for and approved in advance and will be granted on its merits. Where both parents work for the Ministry the total period of leave without pay following parental leave will not exceed two (2) years.
- (iv) An employee on parental leave is not entitled to paid sick leave.
- (v) Should the birth or adoption result in other than the arrival of a child, the employee concerned shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner.
- (vi) Where a pregnant employee, not on parental leave, suffers illness related to the pregnancy or is required to undergo a pregnancy-related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.
- (d) Notice and Variation
- (i) The employee shall apply in writing for unpaid parental leave six (6) weeks or more prior to the date the employee proposes to commence parental leave, stating the period of leave to be taken.
- (ii) An employee seeking to adopt a child shall not be in breach of subparagraph (i) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (iii) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period of leave elect to reduce or extend the period stated in the original application provided six weeks written notice is provided.
- (e) Transfer to a Safe Job
- Where a pregnant employee believes the work assigned to her may be a risk or a hazard to her health and condition she may seek and be granted immediate relief by having her duties modified or changed. Following this immediate relief the Chief Executive may authorise a transfer to another position based on medical advice.
- (f) Replacement Employee
- Prior to engaging a replacement employee the Ministry for Planning shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.
- (g) Return to Work
- (i) An employee shall confirm their intention to return to work by notice in writing to the employer not less than six (6) weeks prior to the expiration of parental leave.
- (ii) An employee, on return to work from parental leave, shall be entitled to the position which the employee occupied immediately prior to proceeding on parental leave. Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer.
- (iii) Where the position occupied by the employee no longer exists the employee shall be entitled to a position at the same classification level with duties similar to that of the abolished position.
- (iv) An employee may return on a part time basis to the same position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part time provisions of the Award.
- (h) Effect of Leave on the Employment Contract
- (i) An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.
- (ii) Absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose under the relevant award or agreement.
- (iii) An employee on parental leave may terminate their employment at any time during the period of leave by written notice in accordance with the relevant award or agreement.
- (iv) An employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on leave but otherwise the rights of the employer in respect of termination of employment are not affected.
- (5) Short Leave
- Conditions contained in Clause 26.—Short Leave, of the Public Service Award 1992 shall not apply to employees covered by this Agreement.
- (6) Annual Leave Loading
- Annual leave loading provided in subclause (11) of Clause 19.—Annual Leave, of the Public Service Award 1992, shall be paid in the first pay period in December in the calendar year in which the annual leave accrues. In the first (transitional) year all annual leave loading on accrued annual leave shall be paid in the first pay period in December.
- (7) Bereavement leave
- Subject to paragraph (c) of this subclause, on the death of a member of the family as defined in Clause 7.—Definitions of

this Agreement, the employee is entitled to paid bereavement leave of up to two (2) days per bereavement.

- (a) The two (2) days bereavement leave need not be consecutive.
- (b) Bereavement leave is not to be taken during a period of any other kind of leave.
- (c) The Chief Executive, on compassionate grounds, may provide bereavement leave to an employee in respect of a person other than a family member as defined where there are exceptional circumstances.
- (d) An employee may be required to provide evidence to the Ministry, if requested, that would satisfy a reasonable person as to—
 - (ii) the death that is subject of the leave sought, and
 - (iii) the relationship of the employee to the deceased person.

(8) Ceremonial/Cultural Leave

- (a) An employee covered by this Agreement is entitled to ten (10) days unpaid leave for tribal/ceremonial/cultural purposes provided prior notice is given to the Ministry of the intention to take leave, the reasons for taking such leave and the estimated length of absence.
- (b) Such unpaid leave shall include leave to meet the employee's customs, traditional law and to participate in ceremonial/cultural activities.
- (c) Ceremonial/Cultural Leave may be taken in periods from four (4) hours to seventy six (76) hours. Employees may use annual or other accrued leave.

(9) Employee Funded Leave

The parties agree to jointly investigate, develop and implement, within three (3) months of registration of this Agreement, an employee funded leave policy whereby an employee may receive an additional four (4) weeks leave over a 52 week period in exchange for 48 weeks pay.

(10) Sports Events Leave

This clause replaces Clause 56.—Leave for International Sporting Events in the Award.

(a) International Sports Events

Special paid leave may be granted by the Ministry to an employee chosen to represent Australia as a competitor or official at a sporting event under the following criteria—

- (i) it is a recognised international amateur sport;
- (ii) it is a world or international or regional competition; and
- (iii) no contribution is made by the sporting organisation towards the normal salary of the employee.

(b) Liaison

The Ministry will liaise with the relevant Government organisation when determining—

- (i) whether the application meets the above criteria; and
- (ii) the period of leave to be granted.

(c) Interstate Sports Events and National Competitions

Unpaid leave may be granted by the Ministry to an employee selected to represent the State of Western Australia for the purposes of competing in an interstate sporting event or in teams competing in a national competition.

(d) Sport Scholarships

Unpaid leave may be granted by the Ministry to an employee selected to undertake in a recognised sport scholarship.

- (e) An employee will not be required to exhaust other leave credits prior to being granted unpaid leave to attend sports events.

(11) Emergency Services Leave

An employee may apply for emergency services leave whilst serving as a volunteer for the State Emergency Service, St

John Ambulance Brigade or the Bush Fire Brigade and attending an emergency. In accordance with Government policy paid leave may be provided for the period the employee is absent from work provided that—

- (a) the Chief Executive certifies the employee is not required for duties within the Ministry for Planning, and
- (b) the voluntary body named above certifies the employee's services were required for the period claimed as emergency services leave.

(12) Flexible Working Arrangements

This clause shall be read in conjunction with Clause 16.—Hours, of the Public Service Award 1992.

(a) Hours of Duty

Hours of duty are 38 hours per week to be worked between 7.00 am and 6.00 pm Monday to Friday as determined by the employer, with a lunch interval between thirty and forty five minutes to be taken between 12.00 noon and 2.00 pm. With the exception of the lunch interval, hours are to be worked as a continuous period.

(b) Flexi-time Roster

Business Unit Managers, in consultation with affected employees, shall be responsible for establishing a flexi-time roster to suit the operational needs of the Business Unit, covering start and finish times, lunch breaks and flexi-leave and other similar matters. The roster shall cover a settlement period of thirteen (13) weeks or 494 hours. Subject to thirteen (13) weeks notice in writing the employer may withdraw a flexi-time roster.

(c) Flexi-hours

An employee may vary their hours of duty in accordance with the provisions of this clause provided that the required number of hours of duty for each settlement period shall be 494 hours. For the purpose of leave public holidays and public service holidays shall be credited as 7.6 hours.

An employee must work established core times and in consultation with their Business Unit Manager, may select their starting and finishing times within the following periods—

| | |
|------------|----------------------|
| Flexi Time | 7.00 am - 9.30 am |
| Core Time | 9.30 am - 12.00 pm |
| Flexi Time | 12.00 noon - 2.00 pm |
| Core Time | 2.00 pm - 3.30 pm |
| Flexi Time | 3.30 pm - 6.00 pm |

(d) Flexi-leave

For the purposes of this sub clause accrued flexi-leave means ordinary time worked in excess of 494 hours in any one settlement period and which is carried forward to the next settlement period. Up to a maximum of 38 hours of accrued flexi-leave may be carried forward at the end of a settlement period provided that the Business Unit Manager or supervisor verifies and approves that all hours recorded have been worked in accordance with the roster. An employee may work up to four (4) hours less than 494 hours in any one settlement period (ie, between 494 and 490 hours) and carry forward those debit hours to the next settlement period. An employee who carries forward more than four (4) debit hours shall be required to take them as leave without pay.

An employee may only take flexi-leave after receiving authorisation from the Business Unit Manager or supervisor.

Flexi-leave shall not be converted and shall not be paid as other than leave.

Accrued leave in excess of 7.6 hours not taken at the final (4th) settlement period at the end of the financial year shall be forfeited by the employee.

(e) Overtime

An employee on a flexi-time roster shall not be paid overtime unless requested to do so by a Business

Unit Manager or supervisor and in any of the following circumstances—

- (i) before 7.00 am or after 6.00 pm Monday to Friday
 - (ii) any time on a Saturday or a Sunday or a Public Holiday.
- (f) Employees classified level 6 and above shall not be entitled to flexi-time provisions and flexi-leave.
- (g) An employee shall have a break of at least ten (10) hours between ceasing and recommencing work and shall not recommence work unless having a break of at least ten (10) hours.

(13) Home Based Work

The parties agree to jointly investigate, develop and implement a home-based work policy during the term of this Agreement.

(14) Level One Compaction

- (a) The parties agree that the adult Level 1 increment range will be reduced from 9 to 7 increment levels, as provided for in Schedule A—Salaries, from the date of registration of this Agreement.
- (b) All employees currently employed at Level 1 will progress on registration to the nearest salary point in the new range that is not less than the salary that applied immediately prior to the registration of this Agreement.

(15) Performance and Career Management

This sub clause shall be read in conjunction with Clause 8.—Contract of Service and Clause 12.—Annual Increments of the Award.

- (a) The parties commit themselves to an annual system and joint process between employee and supervisor of planning, monitoring, discussing and assessing an employee's work performance. The parties agree to use the Ministry's Performance and Career Management Program (PCMP) to provide feedback and guidance to employees on their work performance and career management and to enable management to make staffing decisions, such as but not limited to, salary increments, permanency and on and off the job training.
- (b) Recommendations and decisions on salary increments and permanency shall be made as part of the PCMP process.
- (c) Authorised salary increments shall be paid as per the incremental points of the salary scale as provided for in Schedule A, Salaries, on the first pay period following the due date.
- (d) Before a salary increment is authorised and paid a Business Unit Manager shall complete a PCMP report and make a recommendation with respect to the employee. A PCMP report shall be completed by the Business Unit Manager, or supervisor, on or prior to the date for a salary increment.
- (e) Where a PCMP is not completed within two (2) months after the due date for a salary increment the Employer shall ensure a PCMP is completed and, where there is a recommendation for a salary increase, that salary increase shall be paid within one (1) month.
- (f) Where an employee's performance has been recognised through the Ministry's PCMP as being consistently outstanding, the Chief Executive may acknowledge this in accordance with the Ministry's policy by approving the employee's accelerated progression through the salary range.
- (g) Where an employee's performance has been identified through the PCMP as substandard and despite corrective action being initiated there is no marked improvement, the Chief Executive will withhold the employee's increment.

(16) Child Care Arrangements

- (a) The parties recognise the needs of employees with family responsibilities and the need to balance those

responsibilities without conflict between work and home.

- (b) The parties are committed to the introduction of conditions of work that assist employees with family responsibilities effectively discharge both responsibilities.
- (c) The parties agree a needs analysis will be conducted during the term of this Agreement on the issue of family care to ascertain the requirements of employees and make recommendations on the best way the Ministry can assist employees with family responsibilities. The issues to be examined shall include but not be limited to—
 - (i) Provision of child care referral and information service.
 - (ii) Reserved places in established child care centres and Family Day Care programmes.
 - (iii) Assistance with care for sick dependants — work from home arrangements, provision of pagers, lap tops.
 - (iv) Provision of family room on site for emergency child care, breastfeeding etc.
 - (v) School holiday programmes, provision of reserved places on programmes.
 - (vi) Provision of before/after school care.
 - (vii) Access to nanny service for urgent meetings, conferences etc.
 - (viii) After hours dependent care.

(17) Professional and Career Development

The parties acknowledge that there is a definite need for employees to have access to professional and career development opportunities. These opportunities will result in improved efficiency within the Business Unit, the Ministry and the Public Service.

- (a) The developmental opportunity should be relevant to the employee's career in the Ministry or the Public Service.
- (b) The application has the approval of the Business Unit Manager.

Conditions of attendance—

- (c) Leave of absence shall be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
- (d) Part-time officers shall receive the same entitlement as full time officers, but payment shall only be made for those hours that would normally have been worked.
- (e) An officer directed to attend a professional or career development course or seminar outside of their normal hours of work will be paid at the ordinary rate of pay or the appropriate overtime rate whichever is applicable.

(18) Specified Callings

- (a) This clause shall be read in conjunction with Clause 11.—Salaries Specified Callings of the Award. Employees, who possess a relevant tertiary level qualification, or equivalent determined by the Chief Executive, and include the callings of
 - (i) Architect
 - (ii) Engineers
 - (iii) Librarians
 - (iv) Planning Officers
 - (v) Research Officers or any other professional calling determined by the employer shall be appointed or promoted to the Level 2/4 and entitled to annual salaries as contained in Schedule A—Salaries.
- (b) On appointment or promotion to Level 2/4 under this clause—
 - (i) Employees who have completed an approved three year tertiary qualification, relevant to their calling, shall commence at the first year increment.

- (ii) Employees who have completed an approved four year tertiary qualification, relevant to their calling, shall commence at the second year increment.
- (iii) Employees who have completed an approved Masters or PhD degree, relevant to their calling, shall commence on the third year increment.
- (c) The parties agree to investigate a policy which would enable an employee appointed on the basis of a specified calling at level 2/4 to take advantage of a higher salary increment, commensurate with a Masters or Doctorate degree, in respect of this clause, within the first 12 months from the date of their appointment.

15. —DISPUTE SETTLEMENT PROCEDURE

(1) Resolution Procedures

In the event of any question, dispute or difficulty arising between the parties as to the interpretation and implementation of this Agreement, the following procedures shall apply—

- (a) As early as practicable, meeting(s) are to be held either on or off site as appropriate between the parties.
- (b) The Civil Service Association (CSA) representative and/or the employee concerned shall discuss the matters with the immediate supervisor in the first instance. An employee may be accompanied by a CSA representative.
- (c) If the matter is not reasonably resolved following the discussion in accordance with this subclause the matter shall be referred by the CSA representative and/or the employee/s to the Ministry's Chief Executive or his/her nominee for resolution.
- (d) If the matter cannot be resolved under either party may refer it to the Western Australian Industrial Relations Commission for resolution.

(2) Conditions

- (a) The parties commit themselves to maintain the status quo and not take any industrial action during the course of the dispute settlement procedure set out in subclause (1) of this clause.
- (b) Subject to prior consultation between the parties this procedure shall not apply to industrial action taken on a State or Nation-wide basis as a result of a formal decision of either the Trades and Labour Council of Western Australia or the Australian Council of Trade Unions. This in no way means that the Ministry endorses such action.

(3) Other

- (a) Industrial action in relation to this clause does not include local stop-work meetings of short duration to enable full time officials to report back on union business. As far as practicable such meetings shall occur outside of normal working hours but, with prior agreement by the Ministry, may be held during normal working hours.
- (b) The Ministry is to be notified of such meetings at least 24 hours, or such lesser time as may be agreed, prior to the meetings occurring.

16. —HUMAN RESOURCE MANAGEMENT POLICY AND PROCEDURE STATEMENTS

Human resource management policy and procedure statements of a general nature or specific to the operations of the Ministry will continue to apply to employees engaged under this Agreement.

17. —WELL-BEING OF EMPLOYEES

During the term of this Agreement the parties agree to investigate a number of options that may be implemented to improve employees health and well-being.

18. —FLEXIBILITY IN WORK PRACTICES

The parties agree that a range of introduced work practices may provide both the employer and employee with more flexible and beneficial outcomes. It is agreed the employer will investigate a range of initiatives with the purpose of developing and implementing new and innovative human resource

management policies and procedures. These policies and procedures will be implemented in consultation with the parties to the agreement only where there is demonstrated benefit to both employer and employee.

19. —NOTIFICATION, REDEPLOYMENT AND REDUNDANCY

This clause shall be read in conjunction with Clause 46.—Notification of Change of the Award.

Where any action by the employer is likely to have a "significant effect" on an employee or make an employee redundant, the employee will be informed as soon as possible after a decision to make the changes has been made. "Significant effect" includes, but is not limited to, restructuring, changes in composition, operational size and skills required of the employee by the Ministry, change of work location and/or a need for retraining.

The redeployment and redundancy conditions and entitlements as they apply under the Public Sector Management (Redeployment and Redundancy) Regulations 1994 will apply to employees under this Agreement.

20. —VARIATION

The provisions of this Agreement will not be varied or otherwise changed in any way except by agreement in writing signed by the Parties.

SCHEDULE A—SALARIES

| Classification and increment step | Current enterprise agreement salary rate | Salary on registration (3.5%) Additional increase (0% to 3.5%) dependent on productivity achievement and payable on the first pay period on or after 1 July 1999. |
|-----------------------------------|--|---|
| Level 1 | | |
| Under 17 yrs | 11 647 | 12 055 |
| 17 yrs | 13 612 | 14 088 |
| 18 yrs | 15 877 | 16 433 |
| 19 yrs | 18 379 | 19 022 |
| 20 yrs | 20 639 | 21 361 |
| 1 st year | 22 672 | 23 466 |
| 2 nd year | 23 370 | 24 357 |
| 3 rd year | 24 068 | 25 283 |
| 4 th year | 24 761 | 26 243 |
| 5 th year | 25 458 | 27 241 |
| 6 th year | 26 155 | 28 276 |
| 7 th year | 26 958 | 29 325 |
| 8 th year | 27 513 | — |
| 9 th year | 28 333 | — |
| Level 2 | | |
| 1 st year | 29 316 | 30 342 |
| 2 nd year | 30 069 | 31 121 |
| 3 rd year | 30 860 | 31 940 |
| 4 th year | 31 697 | 32 806 |
| 5 th year | 32 572 | 33 712 |
| Level 3 | | |
| 1 st year | 33 775 | 34 957 |
| 2 nd year | 34 712 | 35 927 |
| 3 rd year | 35 678 | 36 927 |
| 4 th year | 36 670 | 37 953 |
| Level 4 | | |
| 1 st year | 38 031 | 39 362 |
| 2 nd year | 39 097 | 40 465 |
| 3 rd year | 40 194 | 41 601 |
| Level 5 | | |
| 1 st year | 42 306 | 43 787 |
| 2 nd year | 43 734 | 45 265 |
| 3 rd year | 45 217 | 46 800 |
| 4 th year | 46 757 | 48 394 |
| Level 6 | | |
| 1 st year | 49 232 | 50 955 |
| 2 nd year | 50 915 | 52 697 |
| 3 rd year | 52 657 | 54 500 |
| 4 th year | 54 517 | 56 425 |

| Classification and increment step | Current enterprise agreement salary rate | Salary on registration (3.5%) Additional increase (0% to 3.5%) dependent on productivity achievement and payable on the first pay period on or after 1 July 1999. |
|-------------------------------------|--|---|
| Level 7 | | |
| 1 st year | 57 368 | 59 376 |
| 2 nd year | 59 341 | 61 418 |
| 3 rd year | 61 488 | 63 640 |
| Level 8 | | |
| 1 st year | 64 977 | 67 251 |
| 2 nd year | 67 476 | 69 838 |
| 3 rd year | 70 575 | 73 045 |
| Level 9 | | |
| 1 st year | 74 445 | 77 051 |
| 2 nd year | 77 060 | 79 757 |
| 3 rd year | 80 042 | 82 843 |
| Class 1 | 84 552 | 87 511 |
| Class 2 | 89 062 | 92 179 |
| Class 3 | 93 569 | 96 844 |
| Class 4 | 98 079 | 101 512 |
| SPECIFIED CALLINGS Level 2/4 | | |
| 1 st year | 29 316 | 30 342 |
| 2 nd year | 30 860 | 31 940 |
| 3 rd year | 32 572 | 33 712 |
| 4 th year | 34 712 | 35 927 |
| 5 th year | 38 031 | 39 362 |
| 6 th year | 40 194 | 41 601 |
| Level 5 | | |
| 1 st year | 42 306 | 43 787 |
| 2 nd year | 43 734 | 45 265 |
| 3 rd year | 45 217 | 46 800 |
| 4 th year | 46 757 | 48 394 |
| Level 6 | | |
| 1 st year | 49 232 | 50 955 |
| 2 nd year | 50 915 | 52 697 |
| 3 rd year | 52 657 | 54 500 |
| 4 th year | 54 517 | 56 425 |
| Level 7 | | |
| 1 st year | 57 368 | 59 376 |
| 2 nd year | 59 341 | 61 418 |
| 3 rd year | 61 488 | 63 640 |
| Level 8 | | |
| 1 st year | 64 977 | 67 251 |
| 2 nd year | 67 476 | 69 838 |
| 3 rd year | 70 575 | 73 045 |
| Level 9 | | |
| 1 st year | 74 445 | 77 051 |
| 2 nd year | 77 060 | 79 757 |
| 3 rd year | 80 042 | 82 843 |
| Class 1 | 84 552 | 87 511 |
| Class 2 | 89 062 | 92 179 |
| Class 3 | 93 569 | 96 844 |
| Class 4 | 98 079 | 101 512 |

Commentary

Salary increases payable on the first pay period on or after 1 July 1999 are dependent on actual achieved productivity improvements in accordance with the Ministry's productivity model. The parties are satisfied that each of the productivity initiatives and measures of the productivity model are sufficient to justify each of the milestone salary increases. This schedule shall be read in conjunction with Clause 11.—Salary Details of this Agreement.

MITRE 10 WAREHOUSE EMPLOYEES AGREEMENT 1998.
No. AG 239 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Shop, Distributive and Allied Employees' Association
of Western Australia

and

Mitre 10 South West Limited.

No. AG 239 of 1998.

20 November 1998.

Order:

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. AG 239 OF 1998

HAVING heard Mr T. Pope on behalf of the first named party and Mr M. O'Donnell on behalf of the second named party; and

WHEREAS an agreement has been presented to the Commission for registration as an Industrial Agreement; and

WHEREAS the Commission is satisfied that the aforementioned agreement complies with the Industrial Relations Act, 1979;

NOW THEREFORE the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement titled the Mitre 10 Warehouse Employees Agreement 1998, filed in the Commission on 27 October 1998 and as subsequently amended by the parties, signed by me for identification, be and is hereby registered as an Industrial Agreement.

(Sgd.) C.B. PARKS,

[L.S.]

Commissioner.

Schedule.

1.—TITLE

This Agreement shall be known as the Mitre 10 Warehouse Employees Agreement 1998 and replaces the Mitre 10 Warehouse Employees Agreement 1996.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Scope
4. Parties Bound
5. Term of Agreement
6. Relationship to Award
7. Aims of Agreement
8. No Extra Claims
9. Rates of Pay
10. Paid Leave
11. Overtime
12. Classifications
13. Performance Reviews
14. Consultative Committee
15. Productivity Matrix
16. Journey Insurance
17. Superannuation
18. Settlement of Disputes
19. Uniform Allocation
20. Duties and Responsibilities
21. Annual leave
22. Signatories

Schedule A

Annexure 1

3.—AREA AND SCOPE

The Area and Scope of this Agreement shall be that prescribed in the Shop and Warehouse (Wholesale and Retail Establishments) State Award 1977 (No. R 32 of 1976) ("the

Award”) as amended from time to time, insofar as it applies to employees of Mitre 10 South West Ltd, employed at the distribution centre in Kewdale who are paid under the provisions of the above Award.

4.—PARTIES BOUND

The Agreement shall apply to and be binding on Mitre 10 South West Ltd (“the Company”), and The Shop, Distributive and Allied Employees’ Association of Western Australia (“the union”) and shall apply to all employees employed at the Company’s operation in Kewdale, who are members or are eligible to be members of the union and who are covered by the Award or any successor thereto.

It is estimated that ten employees will have their conditions of employment regulated by the terms of this Agreement upon registration.

5.—TERM OF AGREEMENT

(1) This Agreement shall operate from 1st September 1998 and shall expire on 31st August 2000.

(2) The parties of this Agreement shall begin negotiations for a new Agreement at least three months prior to the expiration of this Agreement.

(3) Following its expiry, the Agreement shall continue to operate until varied by the parties or replaced by another Agreement.

6.—RELATIONSHIP TO AWARD

(1) This Agreement shall be read and interpreted wholly in conjunction with the Award, as varied from time to time, as identified in Clause 3.—Area and Scope of this Agreement.

(2) Where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of that inconsistency. Where this Agreement is silent, Award provisions shall apply.

7.—AIMS OF AGREEMENT

Mitre 10’s commitment to this Agreement is its aim to provide a market competitive employment package to its employees, aiming to attract and retain the right people for the job.

Mitre 10 has commenced and will continue implementation of World Competitive Practice and Total Quality Management. Underlying this Agreement is a commitment by all parties to the successful ongoing implementation of those processes.

Mitre 10 confirms the ‘open door’ policy by which it operates and invites any employee (without recrimination) to approach any member of management including the General Manager with concerns they may have regarding the implementation of this Agreement.

8.—NO EXTRA CLAIMS

The parties undertake not to pursue any further claims to wages or conditions, other than those provided for in this Agreement for the duration of this Agreement, excepting as below.

Variations to rates of pay arising from any National Wage Case will flow on to employees covered by this Agreement provided such adjustments are in excess of those provided for under this Agreement, and then only to the extent of the adjustment in excess.

The parties agree that the procedure for settlement of disputes provided for in Clause 18.—Settlement of Disputes of this Agreement will be followed by both parties so as to avoid any potential for industrial disputation.

9.—RATES OF PAY

(1) Monday to Friday Employees

Current

| | |
|--|------------------|
| Ordinary Hours of 38 per week | |
| Per Week | \$446.54 |
| Per Hour | \$11.75 |
| Plus Forklift Allowance, if applicable | \$16.00 per week |

Proposed — 1st September 1998

| | |
|--|------------------|
| Ordinary Hours of 38 per week | |
| Per Week | \$461.05 |
| Per Hour | \$12.13 |
| Plus Forklift Allowance, if applicable | \$16.00 per week |

The following wage rates shall come into effect on the first full pay period on or after the dates listed below. The wage rates are for 38 ordinary hours per week.

| Classifications | 1 September 1998 | 1 July 1999 | 1 July 2000 |
|---------------------|------------------|-------------|-------------|
| <u>Storepersons</u> | | | |
| Level 1 | \$461.05 | \$474.88 | \$484.38 |
| Level 2 | \$474.88 | \$489.13 | \$498.90 |
| Level 3 | \$488.71 | \$503.37 | \$513.44 |
| <u>Supervisors</u> | | | |
| Level 1 | \$488.71 | \$503.37 | \$513.44 |
| Level 2 | \$503.37 | \$518.47 | \$528.84 |
| Level 3 | \$518.03 | \$533.57 | \$544.24 |

(NB. Adjustments to the classification of individuals will be reviewed annually in conjunction with the company salary review process).

(2) Part Time Employees

Part time employees shall receive payment for ordinary hours of work at an hourly rate of one thirty eighth of the appropriate rate prescribed by subclause (1) hereof.

(3) Junior Employees

(a) Junior employees shall receive payment for ordinary hours of work and overtime at the rate as listed below—

| | Percentage of weekly wage for storeperson Grade 1 |
|-----------------------------|---|
| Under 16 years of age | 40% |
| 16 years to 17 years of age | 50% |
| 17 years to 18 years of age | 60% |
| 18 years to 19 years of age | 70% |
| 19 years to 20 years of age | 80% |
| 20 years to 21 years of age | 90% |

(b) Proportion

One junior to every four or fraction of four workers receiving not less than the adult Storeperson Grade 1 rate of pay.

(4) Casual Employees

A casual employee shall be paid one thirty eighth of the appropriate rate prescribed in subclause (1) hereof, and in addition a loading in accordance with the following scale—

- (a) Where the casual engagement on any day is for a full day’s work, a loading of 20%.
- (b) Where the casual engagement on any day is for less than a full day’s work, a loading of 25%.

(5) This Agreement shall not operate to cause any employee to suffer a reduction in an over award payment.

(6) Forklift Allowance

A forklift allowance of \$16.00 shall be paid to all employees qualified to use one or all of the following—

- (a) ride-on power operated forklift
- (b) a high lift stacker
- (c) high lift stock picker
- (d) power operated overhead traversing hoist.

Employees who are required to operate the above machinery must have completed an accredited competency certificate.

10.—OVERTIME

The Company will provide a guaranteed level of overtime of 3.5 work hours (payable at the rate of time and a half, therefore totaling 5.25 paid hours) per week on the basis that all employees comply with the stated arrangements.

(1) Agreed starting and finishing times for all employees will apply as follows—

| | |
|--------------------|---------------|
| Monday to Thursday | 7.00am—4.00pm |
| Friday | 7.00am—3.00pm |

Additional Overtime

(1) Overtime hours and the manning levels required must be approved in advance by Department Heads. Where possible, the advance notice will be more than 24 hours.

(2) All employees will be given equal opportunity to work overtime. In this regard, a roster will be maintained to ensure every effort is made to provide employees access to overtime.

(3) All other overtime worked shall be paid for at the overtime rates prescribed by the Award and will stand alone from the guaranteed and mandatory overtime prescribed by this clause. In the calculation of overtime each day shall stand alone.

(4) All overtime Monday to Friday worked in accordance with subclause (3) will be paid for at the rate of time and a half for the first two hours and double time thereafter. All overtime on Saturdays, Sundays and Public Holidays will be paid in accordance with the Award. In the calculation of overtime each day shall stand alone.

11.—PAID LEAVE

(1) An employee taking annual leave shall be paid at the base rate of pay for 38 hours per week and in addition shall be paid a leave loading of 17.5%. Payment for guaranteed overtime shall not apply while an employee is on annual leave.

(2) An employee taking any other form of authorised leave pursuant to the Award shall be paid at an hourly rate which is inclusive of the rostered weekly overtime and is calculated according to the following formula—

$$\text{Hourly rate of pay} = \frac{\text{weekly gross rate of pay for 41.5 hours per week for leave}}{41.5}$$

12.—CLASSIFICATIONS

Discussions to date between the parties agree that the current employees are Level 1 Storepersons and Level 1 Supervisors. The Company agrees that providing information is provided by the union that over the course of this Agreement it shall commence development of, and will aim for, implementation of a competency based classification structure based upon the National Warehousing and Distribution Competency Standards, and suitable to the needs of the Kewdale Distribution Centre. The classification should provide for three grades of Storepersons and three grades of Supervisors.

(1) All employees covered by this Agreement shall then be classified as Level 1-3 Storeperson or Level 1—3 Supervisor dependent on his/her skills and knowledge.

13.—PERFORMANCE REVIEWS

It is agreed in principle that Mitre 10 will maintain the program of performance reviews for employees covered by this Agreement.

The purpose of such a review is to provide a practical, systematic method whereby the performance of an individual can be appraised against the performance standards of their position specification and the benchmarks included in the Employee Handbook.

The performance review will assist the employee and the Manager to reach a mutual understanding of the employee's performance and progress for the period under review as well as setting new goals and responsibilities for the future. The system will highlight development needs and plans for improvement where needed.

Performance reviews must take place each year between 1st March and 30th June.

Performance reviews may be signed off by the employee, the employee's supervisor and the supervisor's supervisor in acknowledgment of the review. A copy is to be held in the employee's personnel file and will be reviewed by the General Manager.

If any employee is not in agreement with their review, then a review with the Department Head can be requested. If it is the employee's desire, the union delegate and/or organiser may be present.

14.—CONSULTATIVE COMMITTEE

A Consultative Committee will be formed in accordance with Schedule A.

15.—PRODUCTIVITY MATRIX

Throughout the duration of this Agreement, the Consultative Committee will develop a set of performance benchmarks which may be the foundation for future performance based payments. These benchmarks will be completed within the two years of this Agreement and may form part of the basis for performance based incentives as agreed between the parties.

Performance Standards (Quality Objectives) will be established for—

- Lines shipped per day
- Lines shipped "In full on time"
- Overtime worked
- Credit Claims
- Processing time for Inwards Goods
- Meeting Promotional Deadlines
- Level of Absenteeism

16.—JOURNEY INSURANCE

The Company shall insure employees against loss of wages arising out of an accident or injury while travelling to and from his/her normal residence and the place of employment for the purposes of starting or ending the day's work.

17.—SUPERANNUATION

The superannuation provisions contained herein operate subject to the requirements of the hereinafter prescribes provision titled—Compliance, Nomination and Transition.

(1) An employee may nominate a complying superannuation fund or scheme to which the employer will make contributions as required by the *Superannuation Guarantee (Administration) Act 1992*.

(2) The employer shall notify each employee of their entitlement to nominate.

(3) A complying superannuation fund or scheme means one, that is a superannuation fund or scheme within the meaning of the *Superannuation Guarantee (Administration) Act 1992* and to which under the rules of the fund or scheme contributions may be made by or in respect of the employee.

(4) The employer is bound by the nomination unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made. The employer shall not unreasonably refuse to change the complying superannuation fund or scheme nominated by an employee.

(5) Until the employee nominates a complying superannuation fund or scheme the employer shall make contributions to the National Mutual Fund.

(6) When nominating an employee shall provide in writing to the employer—

- the name of the fund or scheme;
- the superannuation fund number;
- the address for remittances;
- the employee's membership number.

(7) All superannuation payments made in accordance with the Award and the Superannuation Guarantee Administration Act shall be paid monthly.

(8) Cessation of Contributions. The obligation of the Company to contribute to the Fund in respect of an employee shall cease on the last day of such employee's employment with the Company.

Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998—

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless—
 - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
 - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;

- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an employee;

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme—

- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;
- or
- (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

18.—SETTLEMENT OF DISPUTES

Any question, dispute or difficulty which may arise concerning any matter contained in this Agreement or the employment of any person referred to in Clause 3.—Area and Scope of this Agreement shall be dealt with as follows—

- (a) Should any matter arise which gives cause for concern to an employee, the employee shall raise such matter with the employee's direct supervisor.
- (b) If the matter remains unresolved it shall be referred to the Shop Steward in conjunction with the Assistant to the General Manager with a view to resolving the issue.
- (c) If the matter remains unresolved it may be referred to the Secretary of the Union or Department Head. In the case of referral to the Union, that officer shall discuss it with a senior representative of the Company.
- (d) If the matter remains unresolved it shall be referred to such higher levels of the Union and/or General Manager of Mitre 10.
- (e) The parties shall at all times confer in good faith and without undue delay.
- (f) While the above procedure is being followed, work shall continue normally, except in cases where a bona fide safety issue is an immediate and dangerous situation to an employee. Provided that, where an employee ceases work in an immediate and dangerous situation such employee will be transferred to other duties.
- (g) No party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.
- (h) At any time if the matter remains unresolved, it may be submitted to the Western Australian Industrial Relations Commission by either party for resolution.

19.—UNIFORM ALLOCATION

The following Mitre 10 uniform allocation will be issued to employees—

| Quantity | Item | Issue Period |
|----------|---|--------------|
| 1 | Pair Safety Footwear | Per Year |
| 2 | Pair of Overalls or pair of cotton drill trousers | Per Year |
| 1 | Windcheater | Per Year |
| OR 1 | Flying jacket | Per 2 Years |
| 2 | Polo shirts or cotton drill shirts | Per Year |

| Quantity | Item | Issue Period |
|----------|--|--------------|
| 2 | Cotton drill shorts | Per Year |
| 2 | Aprons (female staff only) | Per Year |
| 2 | Blouses (female staff only) | Per Year |
| 1 | Cardigan I/line navy (female staff only) | Per Year |

Employees have the facility to order additional garments at their own expense. It is a mandatory requirement that uniforms are to be worn each day while at work. Employees are required to keep the uniform in a clean and well maintained condition. Laundry of uniforms will be the responsibility of each individual employee. No laundry allowance is applicable.

Uniforms will be provided only after employees have completed the first three months of service (probationary period) and the probationary period review has been completed.

20.—DUTIES AND RESPONSIBILITIES

Employees subject to this Agreement will perform their duties and responsibilities according to their position specification.

Additional periodic duties, not specified in position specification, provided that are not inconsistent with the major duties of the position specification, will not unreasonably be refused.

Employees party to this Agreement are also subject to the duties and responsibilities and conditions of employment as set out in the Employee Handbook presented to all employees at the commencement of their employment. Further copies of the Employee Handbook are available from the Administration Manager upon request.

Employees are to perform any duties consistent with their experience and competencies. Employees may undertake any appropriate Company approved training necessary to enable them to become multi-skilled.

21.—ANNUAL LEAVE

Four (4) weeks paid annual leave according to Award with 17.1/2 loading.

Leave must be taken within six months of it falling due and banked, unless by agreement for a specified purpose.

22.—SIGNATORIES

For and on behalf of the
Shop, Distributive and Allied Employees'
Association of Western Australia *Common Seal*
(Signed by Joseph Bullock)
(Signed by Mark Bishop)

Joseph Bullock Date: 8/9/98
Secretary
Position of Signatory

For and on behalf of
Mitre 10 South West Ltd
(Signed by Garry R. Jacobs)

Garry R. Jacobs Date: 14/9/98
General Manager
Position of Signatory

SCHEDULE A

ESTABLISHMENT AND OPERATION OF CONSULTATIVE COMMITTEE

Objective of the Committee

To develop and maintain better communication between employees, the Union and management.

Function of the Committee

To review workplace issues and make recommendations to management which will take into account the Consultative Committee's deliberations with respect to—

- ◆ Future plans;
- ◆ Plans for new technology;
- ◆ Affirmative Action;
- ◆ Organisational change;
- ◆ Attitudes of employees and the Union on various issues.

Specifically excluded from the Committee will be matters relating to the Occupational Health & Safety Committee and the Workcover Review Committee.

Membership and Operation of the Committee

The Committee will comprise the following—

- Three employees who are members of the Union
- Two nominees of Management

A quorum will consist of at least one representative from each of the above groups.

Meetings will be minuted and published on notice boards for all employees to examine.

Meetings

Meetings and associated preparations shall be regarded as paid time. The Committee shall meet as required, but not less than once every three months.

ANNEXURE 1

KEY PERFORMANCE INDICATORS

Employees will fully commit to the Key Performance Indicators program and work positively and cooperatively with management towards achieving the targets set out below.

In relation to the warehousing operations, the following Key Performance Indicators will be implemented and measured to achieve realistic outcomes of performance for the life of this Agreement.

| KPI | Target 1 (By End of Year 1) |
|-----------------------|---|
| Credit Claims | 25% reduction in areas of ⇒ incorrect items supplied ⇒ short delivered goods ⇒ goods supplied and not charged |
| Inwards Goods | Products not held in transit more than 36 hours from receipt of delivery. |
| Promotions | All products scheduled for delivery must be in stores no later than one week prior to the sale. |
| Despatch | All daily schedule deadlines are met |
| Packing/Order Picking | All daily orders are processed, packaged and presented for despatch. |
| Houskeeping | Each employee is responsible for ensuring that the work areas are kept clean and tidy at all times. ⇒ All empty boxes/cartons to be removed from bin locations. ⇒ All rubbish to be removed from floor areas. ⇒ Each area is swept clean before the end of each week. ⇒ No coffee cups, newspapers in work areas. ⇒ Toilet areas to be kept clean. ⇒ Amenities areas to be kept clean. ⇒ All damaged stock to be removed and located in the Credit Area by the end of each week. |
| | A 15 minute clean up period will be set aside at the end of each week. During this period all employees shall be responsible for cleaning up the area as designated by their Supervisor. |
| Bulk | All replenishment requirements are met on a daily basis. |
| Carousel | All orders and replenishment is to be completed by the end of each day. |
| Packaging Costs | All suitable cartons are to be recycled. |

**PARLIAMENTARY EMPLOYEES ENTERPRISE AGREEMENT 1998.
No. PSG AG 10 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

President of the Legislative Council and Others
and

Civil Service Association of Western Australia Incorporated
and

The Australian Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous Workers Division, Western
Australian Branch
and

The Media, Entertainment & Arts Alliance of Western
Australia (Union of Employees).

No. PSG AG 10 of 1998.

Parliamentary Employees Enterprise Agreement 1998.

3 December 1998.

Order.

HAVING heard Mr S Majeks and with him Mr R Hunter on behalf of President of the Legislative Council and Others, Mr R Carlton on behalf of The Civil Service Association of Western Australia Incorporated, Ms D MacTiernan on behalf of The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, and Ms B East on behalf of The Media, Entertainment & Arts Alliance of Western Australia (Union of Employees) now therefore, I the undersigned, pursuant to the powers conferred under the Industrial Relations Act, 1979 do hereby order—

1. THAT the agreement to be known as the "Parliamentary Employees Enterprise Agreement 1998" reflected in the schedule to this order shall be and is registered with effect on the 23rd day of November 1998.
2. THAT the Parliamentary Employees Enterprise Agreement 1998 shall replace the Parliamentary Employees Enterprise Agreement 1996 with effect on the 23rd day of November 1998.

(Sgd.) S. A. CAWLEY,
Commissioner,

[L.S.]

Public Service Arbitrator.

Schedule.

1.—TITLE AND REPLACEMENT

The terms and conditions herein shall be known as the "Parliamentary Employees Enterprise Agreement 1998" and shall replace the Parliamentary Employees Enterprise Agreement 1996.

2.—ARRANGEMENT

1. Title and Replacement
2. Arrangement
3. Scope
4. Parties
5. Single Bargaining Unit
6. Number of Employees Bound by Agreement
7. Definitions
8. Date and Period of Operation of Agreement
9. No Further Claims
10. Inconsistencies between Award and Agreement
11. Aims and Objectives of this Agreement
12. Workplace Teams
13. Working Hours
14. Overtime and Leave-in-Lieu
15. Part Time Employment
16. Higher Duties
17. Annual Reviews
18. Training and Development
19. Occupational Safety and Health
20. Equal Employment Opportunity

21. Leave Entitlements
22. Annual Leave Loading
23. Special Allowance
24. Salary and Wages Increments
25. Code of Conduct
26. Grievances
27. Dispute Settlement Procedures
28. Compaction of Level One
29. Review of PSSE Remuneration
- Schedule 1—Productivity Improvement Plan
- Schedule 2A—Salary Scales for Officers
- Schedule 2B—Wages Scales for PSSEs
- Schedule 3—Grievances
- Schedule 4—Code of Conduct

3.—SCOPE

This Agreement applies to all Employees eligible for membership of the Unions listed in subclause (2) of Clause 4.—Parties, of this Agreement.

4.—PARTIES

(1) Employers

The Employers under this Agreement are—

- (a) The President, acting on the recommendation of the Clerk of the Legislative Council, is, subject to section 35 of the Constitution Act 1889, the employer of each member of the Department of the Legislative Council other than the Clerk of the Legislative Council and the Deputy Clerks of the Legislative Council.
- (b) The Speaker, acting on the recommendation of the Clerk of the Legislative Assembly, is, subject to section 35 of the Constitution Act 1889, the employer of each member of the Department of the Legislative Assembly other than the Clerk of the Legislative Assembly and the Deputy Clerk of the Legislative Assembly.
- (c) The President and the Speaker, acting jointly, are the employer of the Executive Manager; Parliamentary Services and on the recommendation of the Executive Manager, Parliamentary Services, are the employer of each member of the Department of Parliamentary Services other than the Executive Manager, Parliamentary Services.

(2) Unions

The following Unions are parties to this Agreement—

- (a) Civil Service Association of Western Australia Incorporated;
- (b) Media Entertainment and Arts Alliance (State Union of Employees); and
- (c) The Australian Liquor Hospitality and Miscellaneous Workers Union (Miscellaneous Workers Division, Western Australian Branch).

5.—SINGLE BARGAINING UNIT

This Agreement has been negotiated through a Single Bargaining Unit.

6.—NUMBER OF EMPLOYEES BOUND BY AGREEMENT

It is estimated that 140 Employees will be subject to this Agreement at the time of registration.

7.—DEFINITIONS

The following terms are defined for the purposes of this Agreement—

- (1) “Agreement”—means the Parliamentary Employees Enterprise Agreement of 1998;
- (2) “Award”—means the Parliamentary Employees Award 1989;
- (3) “Departments”—means The Department of the Legislative Council, the Department of the Legislative Assembly and the Parliamentary Services Department of the Parliament of Western Australia;
- (4) “Employee”—means an Officer or a PSSE;
- (5) “Employer”—means those parties as defined in subclause (1) of Clause 4.—Parties of this Agreement;

- (6) “Grievance”—means a formal complaint or expression of concern made by an Employee to a supervisor where the basis of that complaint or concern is the Employee’s belief that he/she has been subjected to unlawful, unfair or inequitable treatment including, but not limited to, employment and leave arrangements, work practices, workplace conflicts, health or safety issues, harassment or discrimination;
- (7) “Hansard Reporters”—means Hansard Reporters other than trainee Hansard Reporters;
- (8) “House”—means either the Legislative Council or the Legislative Assembly of the Parliament of Western Australia;
- (9) “JCC”—means a Joint Consultative Committee consisting of representatives of both management and staff which makes recommendations to the MEC;
- (10) “MEC”—means a Management Executive Committee which is the peak management committee comprising the two Presiding Officers and the three heads of the Departments of the Parliament of Western Australia;
- (11) “Multi-skilling”—means both the broadening of existing skills and the gaining of additional skills that promote workplace flexibility and enhance career opportunities for Employees;
- (12) “Officer”—means all Employees other than PSSEs;
- (13) “Overtime”—means all work performed at the prior direction of a Departmental Head, or duly authorised delegate, outside an Employee’s prescribed ordinary hours of duty;
- (14) “PSSE”—means Parliamentary Support Services Employees being all those employees employed in the occupational areas of gardening, catering, stewarding and bar attending;
- (15) “Roster PSSEs”—means PSSEs who have rostered working hours and includes Shift PSSEs;
- (16) “Sessional Officer”—means an Officer who is directed to work after 8.00 pm on any sitting day and the number of nights directed to be worked is at least—
 - (a) 50% of the sitting days in a calendar year; or
 - (b) in a period of less than a calendar year, 50% of the sitting days in the period.
- (17) “Shift PSSEs”—means PSSEs who are required to work shifts;
- (18) “Sitting day”—a day on which a House actually sits and includes Legislative Assembly Estimates Hearings;
- (19) “Unions”—means those parties as defined in subclause (2) of Clause 4.—Parties of this Agreement;
- (20) “WAIRC”—means the Western Australian Industrial Relations Commission;
- (21) “Workplace Teams”—means groups of employees who form self-managed teams within established guidelines for the purpose of cooperatively delivering services and completing tasks.

8.—DATE AND PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall operate from the date on which it is registered in the WAIRC and shall remain in operation for a period of two (2) years from the date of registration.

(2) The parties will commence negotiations for a new agreement 6 months prior to the expiration of this Agreement.

(3) The pay quantum achieved as a result of this Agreement will continue to apply in the absence of a further Agreement.

(4) This Agreement will continue in force after the expiry of its term until such time as any of the parties withdraws from this Agreement by notification in writing to the other parties and to the WAIRC in accordance with the provisions of the Industrial Relations Act 1979.

9.—NO FURTHER CLAIMS

The parties undertake that for the duration of this Agreement no further salary or wage increases shall be sought or

granted except for those provided under the terms of this Agreement or provided for in a National or State Wage Case.

10.—INCONSISTENCIES BETWEEN AWARD AND AGREEMENT

In the event of an inconsistency between a provision of this Agreement and the Award the provision of this Agreement, to the extent of the inconsistency, shall prevail.

11.—AIMS AND OBJECTIVES OF THIS AGREEMENT

(1) The aim of this Agreement is to ensure the delivery of effective, efficient and high quality services to the Parliament by constantly developing and improving the performance of all Employees and keeping pace with the requirements and anticipated needs of the Parliament.

(2) The objectives of this Agreement are—

- (a) to contribute to the achievement of the objectives of the Departments;
- (b) to pursue a high level of customer service orientation and improved customer focus;
- (c) to provide a work environment which fosters an appropriately trained, skilled and adaptable staff committed to facilitating improved work practices;
- (d) to effectively and efficiently manage assets and resources;
- (e) to provide a safe and functional work environment;
- (f) to achieve productivity improvements within budget;
- (g) to recognise individual performance through annual performance appraisal;
- (h) to adopt flexible and progressive work practices and reasonable changes in the way work is organised;
- (i) to apply human resource policies and practices which are based on human resource industry best practice.

(3) Employees are encouraged to treat Parliamentary employment as a career, and fair and open access to promotion opportunities will be offered in order to retain Employees' valuable skills, experience and expertise.

(4) The parties and Employees will use their best endeavours to ensure that the provisions of this Agreement are implemented in accordance with its terms.

(5) The parties and Employees undertake to comply with the spirit and intent of this Agreement.

12.—WORKPLACE TEAMS

(1) Workplace Teams

(a) The fostering of existing Workplace Teams and the establishment of new Workplace Teams is an integral part of the workplace reform process underpinning improved efficiency and productivity.

(b) Employers and Employees will establish and maintain Workplace Teams for all appropriate activities performed by the Departments.

(c) Workplace Teams are committed to continual improvements to services and will co-operate in reviewing current work methods, identifying areas of improvement, developing measurable customer service standards for the Team, planning and implementing approved changes to improve work methods and performance. During the consultation process the issues addressed by Workplace Teams may include, but not be limited to—

- (i) extended hours;
- (ii) flexible hours;
- (iii) spread of hours;
- (iv) reduced down time;
- (v) seasonal variation of hours;
- (vi) job sharing;
- (vii) meal breaks;
- (viii) morning and afternoon tea breaks;
- (ix) time between shifts;
- (x) roster hours;
- (xi) flexible leave practices;
- (xii) call outs/on call;
- (xiii) the application of penalty rates;

- (xiv) time in lieu;
- (xv) allowances and gratuities;
- (xvi) gain-sharing;
- (xvii) staffing structures;
- (xviii) salary maintenance;
- (xix) multi-skilling;

(d) Each person in a Workplace Team is a valued member, whose contribution to the Workplace Team is vital to the entire well-being of the organisation. Accordingly, it is important that each member be a keen participant and be interested in contributing their knowledge, skills and ideas for the benefit of the Workplace Team and in turn the entire organisation.

(2) Consultation

(a) Whilst it is acknowledged by the parties that decisions will continue to be made by the Employers, who are responsible and accountable for the effective operation of the Departments, the Employers and Employees are committed to working together to improve the business performance and working environment of the Departments.

(b) Where a Workplace Team is considering an issue which affects Employees' working conditions or employment status, it must share information and discuss the issue with Employees who are likely to be directly affected and may seek advice from relevant Unions.

(c) Where a Workplace Team recommends changes that affect Employees' working conditions or employment status, the Employees affected and the relevant Unions will be notified by the Departmental Head as early as possible.

(3) Creation/Restructuring of Workplace Teams

(a) It is the responsibility of the Employers and Employees to see that the appropriate Workplace Teams are established as soon as possible after the commencement of operation of this Agreement and to ensure Workplace Teams remain viable and relevant.

(b) It shall be the responsibility of management to maintain an accurate list of all Workplace Teams, including the members of each Team and the person to whom the Team reports. That list will be available to all Unions.

(c) Workplace Teams may appoint a Team member responsible for facilitating the self-management of the Team.

(4) Scope of Authority

(a) Workplace Teams will have delegated authority to make decisions and recommendations within established guidelines including the setting of goals, work programs and task allocation.

(b) Workplace Teams may discuss relevant issues and problems, investigate options, evaluate them, and, within the scope of their delegated authority, put their decisions into practice.

(c) Workplace Teams may seek guidance from the JCC and the JCC may assist in co-ordinating the work of Workplace Teams.

(5) Processes for Workplace Teams

(a) Management will prepare and distribute guidelines for the operation of Workplace Teams.

(b) At their first meeting after registration of this Agreement, Workplace Teams will determine their future meetings procedures.

(c) Workplace Team meetings will be held at regular intervals. This will enable the Team to get together and discuss and, within their delegated authority, decide upon such issues as—

- (i) identification of cost saving initiatives;
- (ii) identification of improvements in customer services;
- (iii) documenting current and proposed level and quality of service for all activities undertaken by the organisation;
- (iv) development of an appropriate performance management system;
- (v) monitoring of operational and capital works budgets for which the Workplace Teams have some responsibility;
- (vi) recommending leave arrangements and other rosters;
- (vii) reviewing and prioritising work programs;

- (viii) recommending when work is commenced and finished;
- (ix) setting and monitoring Team development plans in accordance with an agreed procedure to be developed not more than six months after registration of this Agreement.

Outcomes, as opposed to inputs, should be the main concern.

(d) Every effort should be made to ensure that meeting times are set so as to have the least impact upon existing work and customer services.

(e) Workplace Team meetings are recognised as legitimate work and as such will be paid at the appropriate agreed rate or conditions, including meetings that are required to be held outside ordinary working hours. Heads of Department shall not unreasonably refuse overtime for Workplace Team meetings that are required to be held outside ordinary working hours.

(f) All decisions of Workplace Teams are to be properly documented, with an action plan showing what has to be done, by whom and when. While the primary focus will be upon the work of the Workplace Team, organisation-wide issues are also expected to surface, and correspondingly, to be acted upon in the appropriate manner.

(g) It will be the appropriate manager's responsibility to monitor each Team's progress and to take up issues raised by Workplace Teams that are beyond their sphere of responsibility.

12.—WORKING HOURS

(1) Span of Ordinary Hours

Ordinary hours for all Employees, other than Roster PSSEs, shall be worked between the hours of 7.00 am and 6.00 pm, Monday to Friday. Employees may be required to work hours outside of ordinary hours.

(2) Non-Sessional Officers

The ordinary working hours of Officers, other than Sessional Officers, shall be 7.5 hours per day.

(3) Sessional Officers, L5 and Below

The ordinary hours of Sessional Officers, other than Hansard Reporters, who are paid a salary not exceeding the rate for salary classification level 5 are not to exceed—

- (a) 8 on a sitting day; or
- (b) 7 on a non-sitting day.

(4) Sessional Officers, L6 and Above and Hansard Reporters

The ordinary hours of Sessional Officers who are paid a salary equal to or greater than the rate for salary classification level 6 and Hansard Reporters are not to exceed—

- (a) 9 on a sitting day; or
- (b) 7 on a non-sitting day.

(5) PSSEs

The ordinary working hours of PSSEs, other than Roster PSSEs, are not to exceed 8 hours per day.

(6) Roster PSSEs

The ordinary working hours of Roster PSSEs shall be no less than 6 hours and no more than 10 hours per day.

(7) Assignment to Other Duties

Where Employees are assigned insufficient duties to complete their required hours of work in a non-sitting week, the Departmental Head may assign them to other Departments or to government agencies, so as to ensure that those hours are worked in that week.

14.—OVERTIME AND LEAVE-IN-LIEU

(1) Overtime

(a) Sessional Officers, other than Hansard Reporters, who are paid salary not exceeding the rate for salary classification level 5 who are required to work more than 8 hours on a sitting day or 7 hours on a non-sitting day;

(b) Officers who are paid salary not exceeding the rate for salary classification level 5 who are not Sessional Officers who are required to work more than 7.5 hours on any day;

(c) PSSEs who are not Roster PSSEs who are required to work more than 8 hours on any day; and

(d) Roster PSSEs who are required to work more than the hours for which they are rostered on any day—

- (i) may elect either to be paid or to accrue leave-in-lieu at the rate of time and one half for the first 3 additional hours worked;
- (ii) may elect either to be paid or to accrue leave-in-lieu at the rate of double time for hours worked after the first 3 additional hours.

(2) Election Current for 12 months

An election to take paid overtime or to accrue leave in lieu remains in place for 12 months and may be varied during that period only by agreement between the Employer and the Employee.

(3) Officers, Level 6 and Above and Hansard Reporters

Officers who are paid a salary equal to or greater than the rate for salary classification level 6 and Hansard Reporters who are required to work more than 9 hours on a sitting day accrue leave-in-lieu on a time for time basis for each hour worked after 9 hours.

(4) Maximum Leave-in-Lieu

(a) A maximum of 22.5 hours may be accrued as leave-in-lieu at any time unless otherwise agreed by the Employer and the Employee.

(b) Paragraph (a) of this subclause shall not apply to accrued leave-in-lieu which the Employee is unable to take because a House is sitting or because of other Parliamentary requirements or because the Employer has refused a request by the Employee to take the leave-in-lieu.

(5) Acquittal of Leave-in-Lieu

(a) Accrued leave-in-lieu shall be taken at a time to be agreed between the Employer and the Employee. In determining the taking of such leave, consideration shall be given to meeting the operational requirements necessary for the effective functioning of the Parliament.

(b) Accrued leave-in-lieu must be acquitted in the calendar year in which it accrues or in the year following.

(6) 10 Hour Break

(a) When overtime is worked by an Employee who is paid a salary or wages not exceeding the rate for salary classification level 5, a break of not less than 10 hours shall be taken between the completion of work on one day and the commencement of work on the next.

(b) Where an Employee who is paid a salary or wages not exceeding the rate for salary classification level 5 is required to return to or continue work without the break provided for in paragraph (a) above, the Employee shall be paid at double the Employee's ordinary rate until released from duty.

(c) Where an Employee is required to take a break of 10 hours after completing a working day and as a consequence recommences duty at a time later than the usual commencement of duty on the following working day, the Employee shall be deemed to have commenced work at the usual commencement time for that day.

(d) Employees who are paid a salary or wages equal to or greater than the rate for salary classification level 6 and Hansard Reporters who resume duty after having had less than a 10 hour break shall not be eligible to receive penalty payments.

15.—PART-TIME EMPLOYMENT

(1) Definition

Part-time employment is regular and continuing employment for a period of—

- (a) in the case of an Officer, less than 37.5 hours per week; and
- (b) in the case of a PSSE, less than 38 hours per week.

(2) Part-Time Agreement

(a) Each part-time engagement shall be made in writing and shall include the agreed period of the engagement, and the agreed hours of duty.

(b) The conversion of a full-time Employee to a part-time Employee can be implemented only with the written consent or by written request of that Employee. No full-time Employee may be made a part-time Employee without his or her prior agreement.

(3) Hours of Duty

(a) The Employer shall, before a part-time Employee commences employment, prescribe the weekly and daily hours of duty, including starting and finishing times, for the Employee ("ordinary hours").

(b) The Employer shall give a part-time Employee 1 month's notice of any proposed variation to that Employee's ordinary hours provided that the Employer, subject always to subclause (1) of this clause shall not vary the Employee's total weekly hours of duty without the Employee's prior written consent.

(c) Temporary variations to an Employee's working hours may be agreed to by the Employer and Employee without notice.

(d) Where a part-time Employee is directed to work hours in excess of the Employee's ordinary hours, overtime shall be paid or leave-in-lieu accrued in accordance with Clause 14.—Overtime and Leave-in-Lieu.

(4) Salary and Annual Increments

(a) A part-time Employee shall be paid a proportion of the appropriate full-time salary or wages calculated upon time worked.

(b) A part-time Employee shall be entitled to annual increments in accordance with this Agreement, subject to meeting the performance criteria referred to in subclause (3) of Clause 17.—Annual Reviews.

(5) Leave

(a) A part-time Employee shall be entitled on a pro rata basis to the same leave and conditions prescribed in this Agreement for full time Employees.

(b) Sick leave and any other paid leave shall be paid at the Employee's current salary or wages, but only for those hours or days that would normally have been worked had the Employee not been on such leave.

(6) Holidays

A part-time Employee shall be allowed the prescribed Public Holidays without deduction of pay in respect of each holiday which falls on a day ordinarily worked by the part-time Employee.

(7) Reversion of Employees to Full-Time

(a) A part-time Employee who was previously a full-time Employee and who desires to revert to full-time employment will be required to seek promotion or transfer to a full-time position by—

- (i) applying for advertised vacancies; and/or
- (ii) written notification to the Employer of his or her desire to revert to full-time employment.

(b) Nothing in paragraph (a) above will prevent the Employer, with the written consent of the Employee, transferring that Employee to a full-time position at a remuneration less than the Employee's substantive remuneration.

(c) Before transferring an Employee under paragraph (a) above, the Employer shall—

- (i) notify the Employee of the specific position to which the Employer proposes to transfer the Employee; and
- (ii) obtain the written consent of the Employee to his or her transfer to that position.

16.—HIGHER DUTIES

(1) When an Employee is to undertake additional and higher level duties on a temporary basis for 10 consecutive working days or more—

- (a) in circumstances where the full duties of the higher position are to be performed, payment shall be at the minimum rate of pay of the substantive pay level of the higher position; and
- (b) in circumstances where the Employee will not be performing the full duties of the higher position, the Employee shall be advised of the additional duties to be performed and the higher rate of pay.

(2) Subject to subclause (1) of Clause 15.—Part Time Employment, of this Agreement, Employees shall be paid the higher duties allowance for the entire period during which they are undertaking the higher level duties.

17.—ANNUAL REVIEWS

(1) The JCC will recommend guidelines for annual staff performance review and development within six months of registration of this Agreement.

(2) Annual staff reviews will be undertaken before or as soon as practicable after the anniversary date of the commencement of the employment with Parliament of each Employee.

(3) Performance satisfactory to the Employer in accordance with appropriate guidelines is a condition precedent to the payment of any salary or wages increment to an Employee. Subject to satisfactory performance, payment of a salary or wages increment shall be back-dated to the Employee's employment anniversary date.

17.—TRAINING AND DEVELOPMENT

(1) Access to training is a fundamental element of the process of achieving a total service culture. Training of Employees with special expertise to train others in areas such as skills development, introduction of new technologies and on-the-job training will be part of this process. Staff review processes will be closely connected to Employee development, training requirements and career opportunities.

(2) The Employer will conduct a training needs analysis and develop an annual training program for Employees. Training resources will be allocated and programs developed for each work area. The recommendations of the training needs analysis will be a prime determinant in the allocation of resources and the development of training programs. Priority of allocation of training resources will be dependent on budgetary constraints and strategic objectives.

(3) The Employer will be responsible for implementing training initiatives.

(4) The JCC and Workplace Teams may provide advice to the Employer in respect of ongoing training and development programs.

(5) The parties and Employees acknowledge that training is a joint commitment of management and staff.

19.—OCCUPATIONAL SAFETY AND HEALTH

(1) The Employers are committed to providing a safe and healthy working environment for all their Employees.

(2) Policies consistent with the relevant principles of the Occupational Safety and Health Act 1984 will be developed.

20.—EQUAL EMPLOYMENT OPPORTUNITY

The Employers are committed to equal employment opportunity principles.

Policies consistent with relevant equal employment opportunity principles will be developed.

21.—LEAVE ENTITLEMENTS**(1) Annual Leave**

Each Employee accrues 4 weeks paid annual leave for each twelve (12) months of completed service from the commencement of employment. Annual leave accrues pro rata on a weekly basis.

(2) Additional Leave for Certain Employees

Sessional Officers and Shift PSSEs are entitled to 1 weeks' additional paid leave.

(3) Bereavement Leave

(a) Subject to paragraph (c) of this subclause, on the death of—

- (i) a relative of the Employee;
- (ii) a member of the Employee's household; or
- (iii) a close personal friend of the Employee,

the Employee is entitled to paid bereavement leave of up to 2 days. The 2 days need not be consecutive.

(b) Bereavement leave is not to be taken during a period of any other kind of leave.

(c) Proof in support of claim for leave

An Employee who claims to be entitled to paid leave under paragraph (a) of this subclause is to provide to the Employer, if so requested by the Employer, evidence that would satisfy a reasonable person as to —

- (i) the death that is the subject of the leave sought; and

- (ii) the relationship of the Employee to the deceased person.

(4) Parental Leave

(a) Interpretation

In this clause—

- (i) “adoption”, in relation to a child, is a reference to a child who —
 - (aa) is not the natural child or the step-child of the Employee or the Employee’s spouse;
 - (bb) is less than 5 years of age; and
 - (cc) has not lived continuously with the Employee for 6 months or longer;
- (ii) “continuous service” means service under an unbroken contract of employment and includes —
 - (aa) any period of parental leave; and
 - (bb) any period of leave or absence authorized by the Employer or by a workplace agreement, an award, a contract of employment or the Minimum Conditions of Employment Act 1993.
- (iii) “expected date of birth” means the day certified by a medical practitioner to be the day on which the medical practitioner expects the Employee or the Employee’s spouse, as the case may be, to give birth to a child;
- (iv) “parental leave” means leave provided for by paragraph (b) of subclause (3) of this clause.
- (v) “spouse” includes a de facto spouse.

(b) Entitlement to paid and unpaid parental leave

- (i) Subject to paragraphs (d) through (f) of this subclause, an Employee, other than a casual Employee, is entitled to take—
 - (aa) up to 52 consecutive weeks of unpaid leave; or
 - (bb) if the Employee is the primary care giver, up to 6 consecutive weeks of paid leave and a further 46 consecutive weeks of unpaid leave in respect of —
 - (cc) the birth of a child to the Employee or the Employee’s spouse; or
 - (dd) the placement of a child with the Employee with a view to the adoption of the child by the Employee.
- (ii) An Employee is not entitled to take parental leave unless he or she has given the Employer at least 10 weeks’ written notice of his or her intention to take the leave unless otherwise agreed by the Employer and the Employee.
- (iii) An Employee is not entitled to take parental leave at the same time as the Employee’s spouse but this clause does not apply to one week’s paid parental leave —
 - (aa) taken by the male parent immediately after the birth of the child; or
 - (bb) taken by the Employee and the Employee’s spouse immediately after a child has been placed with them with a view to their adoption of the child.
- (iv) The entitlement to parental leave is reduced by any period of parental leave taken by the Employee’s spouse in relation to the same child, except the period of one week’s paid leave referred to above.
- (v) An Employee who is a contract Employee cannot continue on paid parental leave beyond the expiry date of her or his contract.

(c) Maternity leave to start 6 weeks before birth

A female Employee who has given notice of her intention to take parental leave, other than for an adoption, is to start the leave 6 weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the Employee is fit to work.

(d) Medical certificate

An Employee who has given notice of his or her intention to take parental leave, other than for adoption, is to provide to the Employer a certificate from a medical practitioner stating that the Employee or the Employee’s spouse, as the case may be, is pregnant and the expected date of birth.

(e) Notice of spouse’s parental leave

- (i) An Employee who has given notice of his or her intention to take parental leave or who is actually taking parental leave is to notify the Employer of particulars of any period of parental leave taken or to be taken by the Employee’s spouse in relation to the same child.
- (ii) Any notice given under subparagraph (a) above is to be supported by a statutory declaration by the Employee as to the truth of the particulars notified.

(f) Notice of parental leave details

- (i) An Employee who has given notice of his or her intention to take parental leave is to notify the Employer of the dates on which the Employee wishes to start and finish the leave.
- (ii) An Employee who is taking parental leave is to notify the Employer of any change to the date on which the Employee wishes to finish the leave.
- (iii) The starting and finishing dates of a period of parental leave are to be agreed between the Employee and Employer.

(g) Return to work after parental leave

- (i) On finishing parental leave, an Employee is entitled to the position he or she held immediately before starting parental leave.
- (ii) If the position referred to in subparagraph (i) above is not available, the Employee is entitled to an available position —
 - (aa) for which the Employee is qualified; and
 - (bb) that the Employee is capable of performing, most comparable in status and at least equal in pay to that of his or her former position.
- (iii) Where, immediately before starting parental leave, an Employee was acting in, or performing on a temporary basis the duties of, the position referred to in subparagraph (i) above, that clause applies only in respect of the position held by the Employee immediately before taking the acting or temporary position.

(h) Effect of parental leave on employment

- (i) Absence on parental leave —
 - (aa) does not break the continuity of service of an Employee; and
 - (bb) is not to be taken into account when calculating the period of service for a purpose of a relevant workplace agreement, award or contract of employment.

(5) Carer’s Leave

(a) An Employee is entitled to use up to 5 days or 10 half days per annum of accrued sick leave for the purpose of providing care and support to a relative of an Employee or a member of the Employee’s household when they are ill (“carer’s leave”).

(b) If so required, an Employee is to provide suitable proof of the person’s illness and that it is such as to require another person’s care.

(c) An Employee is not to take carer’s leave if another person has taken leave to care for the same person.

(d) An Employee must give notice of intention to take carer’s leave or, where the circumstances do not allow for such notice, the Employee must inform the Employer of the reason for absence at the earliest opportunity on the day of absence. In either case, the Employee must provide to the Employer—

- (i) the name of the person requiring care;
- (ii) that person’s relationship to the Employee;
- (iii) the reasons for taking carer’s leave;
- (iv) the estimated length of absence.

(e) An Employee may take unpaid carer's leave of any duration by arrangement with the Employer.

(6) Long Service Leave

(a) Each Employee who has completed—

- (i) a period of 7 years of continuous service in a permanent capacity; or
- (ii) 10 years of continuous service in a temporary capacity

shall be entitled to 13 weeks of long service leave on full pay.

(b) In respect of Employees whose entitlements to long service leave immediately before the date of registration of this Agreement were less than those set out in paragraph (a) of this subclause—

- (i) the Employees' long service leave entitlements already accrued at the date of registration of this Agreement shall be calculated and notified to them; and
- (ii) thereafter their long service leave entitlements shall accrue at the rate specified in paragraph (a) of this subclause.

22.—ANNUAL LEAVE LOADING

(1) Employees shall be paid an annual leave loading of 17.5% of the Employee's salary or wages for the period of annual leave entitlement in one lump sum in the pay period immediately preceding Christmas in each year.

(2) Annual leave loading will be paid on a maximum of four weeks annual leave per annum.

(3) An Employee's salary or wages for the purposes of this clause includes allowances or other payments which the Employee would normally receive whilst on annual leave.

23.—SPECIAL ALLOWANCE

(1) Special Allowance

Where a Sessional Officer classified level 6 or above or a Hansard Reporter is directed to work after 9.00 pm on a sitting day or on a day when the Estimates Committee of the Legislative Council has an Estimates Hearing, that Officer may elect either to be paid an allowance calculated at the hourly rate for level 6 year 1 multiplied by 4 hours or take 4 hours leave-in-lieu.

(2) Election Current for 12 Months

An election under subclause (1) of this clause remains in place for 12 months and may be varied during that period only by agreement between the Employer and the Employee.

24.—SALARY AND WAGES INCREMENTS

(1) The following salary and wages increases shall be implemented in the 2 instalments set out in this part during the term of this Agreement subject to the satisfactory achievement of the objectives pertaining to each instalment.

(2) First Instalment

(a) The first instalment, being an increase in pay of 3.5% on pay levels immediately prior to registration of this Agreement, will take effect from the first complete pay period after the date that this Agreement is registered by the WAIRC.

(b) This instalment is in recognition of the full commitment by all Employees to the provisions of this Agreement and their effective implementation. This instalment also recognises the continuing productivity improvements in recent months including following the organisational restructure of Parliament.

(3) Second Instalment

(a) The second instalment, being an increase in pay of up to 3.5% on pay levels immediately prior to registration of this Agreement, will take effect from the first pay period 18 months after registration of this Agreement.

(b) This instalment and the amount of this instalment is subject to and dependent upon Employees realising measurable and quantifiable productivity and efficiency gains in the workplace. Employees will receive a pay rise equivalent to half the percentage increase in productivity and efficiency gains actually achieved in the 18 months following registration of this Agreement up to a maximum of 3.5%.

(c) The benefit of productivity and efficiency gains which are realised shall be shared between the Employers and Employees in equal proportions.

(d) Productivity and efficiency gains that are realised as a result of initiatives commenced and implemented solely by or at the direction of the Employers shall not be taken into account in determining productivity and efficiency gains for the purposes of the second instalment pay increase.

(e) To determine whether the proposed productivity and efficiency gains have been achieved, an assessment will be conducted by the JCC and reported to the MEC not less than 1 month prior to the date that the second salary and wages instalment is due to take effect.

25.—CODE OF CONDUCT

The Code of Conduct contained in Schedule 4—Code of Conduct, of this Agreement applies to all Employees who are subject to this Agreement.

26.—GRIEVANCES

The grievance resolution procedure will be that set out in Schedule 3—Grievances, of this Agreement.

27.—DISPUTE SETTLEMENT PROCEDURES

(1) Any questions, disputes or difficulties arising as to the meaning and effect of this Agreement will be referred to the Unit referred to in Clause 4.—Single Bargaining Unit, of this Agreement.

(2) If after the lapse of 10 working days after the day on which the dispute was so referred the parties fail to reach agreement through the Unit's intervention, any party to the dispute may take the matter to the WAIRC.

28.—COMPACTION OF LEVEL ONE

(1) The Level 1 salary range for Employees will be compacted from 9 increments to 7 increments the new increments to be those set out in the tables in Schedule 2A—Salary Scales for Officers and Schedule 2B—Wages Scales for PSSEs, of this Agreement.

(2) Employees who are currently on Level 1 shall be paid at the new increment point which is above and nearest in pay to their current increment point.

29.—REVIEW OF PSSE REMUNERATION

(1) Within six months of the date of registration of this Agreement, the Head of the Parliamentary Services Department shall commence discussions with PSSEs and the Australian Liquor Hospitality and Miscellaneous Workers Union (Miscellaneous Workers Division, Western Australian Branch) for the purpose of reviewing the remuneration appropriate to the work of PSSEs.

(2) Should the parties reach agreement on this issue, the agreement shall be implemented as soon as practicable thereafter.

SCHEDULE 1—PRODUCTIVITY IMPROVEMENT PLAN

(1) Productivity Initiatives: Part 1

(a) The Employers and Employees will undertake the following productivity initiatives during the first three months of this Agreement.

(b) Continuation of productivity initiatives from the Parliamentary Employees Enterprise Agreement 1996 including improvements to work organisation practices and procedures, reductions in duplication and waste and introduction of new technology.

(c) Establishment of Workplace Teams in agreed priority areas and the identification of strategies to—

- (i) define all aspects of the service being delivered and in particular the:
- (ii) level of service currently provided
- (iii) level of demand for the service provided
- (iv) model of service delivery
- (v) customer groups
- (vi) service unit costs
- (vii) issues impacting on the quality and level of services provided

(viii) develop service standards which best meet the needs of customers;

(ix) commence to develop key performance indicators that facilitate the measurement of actual performance against best practice benchmarks.

(d) Commencement of pilot projects to assess the effectiveness of the application of new technologies in the delivery of Hansard services, provided that a detailed analysis and costings are made before any financial or policy commitment is made to proceed with the implementation of such technology.

(e) Participation of staff in training programs consistent with clause 17 of this Agreement.

(f) Review of the public and school tour program of Parliament House including an assessment of the desirability and feasibility of introducing public tours on weekdays and weekends and review of the public relations profile of the Parliament, including an assessment of the facilities that are needed or desirable for visitors to Parliament House.

(g) Recommendation by the JCC of disciplinary procedures in respect of breaches of the Code of Conduct contained in Schedule 4—Code of Conduct, of this Agreement.

(2) Productivity Initiatives: Part 2

(a) The Employers and Employees will undertake or finalise the following productivity initiatives during the first 12 months of this Agreement.

(b) Continuation of those productivity initiatives that span the life of this Agreement.

(c) Continuation of those productivity initiatives identified in paragraph (a) of subclause (1) of Schedule 1—Productivity Improvement Plan of this Agreement.

(d) The ongoing development and performance of Workplace Teams as reflected in the effective implementation of workplace strategies identified pursuant to paragraph (c) of subclause (1) of Schedule 1—Productivity Improvement Plan of this Agreement including, but not restricted to, the following—

(i) identifying options for the provision of services by alternative means including technological innovation, improved resource management, innovative work practices, etc;

(ii) evaluating options for the future delivery of services as to cost, quality, and responsiveness to customers needs, and recommending preferred options for future implementation;

(iii) applying key performance indicators in the measurement of actual performance against best practice benchmarks;

(iv) facilitating the open and transparent market-testing of services to Parliament where feasible and desirable;

(v) implementing the business plans and corporate plans of the Parliament;

(vi) accommodating staff within the expanded parliamentary precinct (including annexes) in a way that is consistent with the principles of Occupational Safety and Health and promotes Employee effectiveness while increasing the net accommodation available to members of the Parliament within the parliamentary precinct;

(vii) development of a productivity measurement matrix to quantify productivity and efficiency gains which may be revised from time to time by agreement.

(3) Productivity Initiatives: Part 3

(a) The Employers and Employees will undertake or finalise the following productivity initiatives during the first 18 months of this Agreement.

(b) Continuation of those productivity initiatives that span the life of this Agreement.

(c) Finalisation of those productivity initiatives identified at paragraph (b) of subclause (1) of Schedule 1—Productivity Improvement Plan of this Agreement.

(d) The continuing assessment of Workplace Teams consistent with their review of service delivery strategies and

recommendations for future workplace reform and quality improvement as demonstrated by—

(i) favourable comparison of actual performance against best practice benchmarks;

(ii) the open and transparent market-testing of services to Parliament where feasible and desirable;

(iii) the continuing implementation of the business plans and corporate plans of Parliament;

(iv) preparation of reports to management which outline preferred options for service delivery which demonstrate enhanced accountability, improved quality and reduced cost.

(e) Reports prepared under this part must—

(i) identify key issues impacting on the preferred option (industrial relations, resources, policy, etc);

(ii) anticipate the impacts of proposed changes and propose strategies for managing such impacts;

(iii) outline a clear pathway for implementation;

(iv) identify potential savings;

(v) propose a suitable evaluation methodology.

(4) Productivity Measurement

(a) The parties agree to the following principles of productivity measurement.

(b) The parties and Employees recognise that productivity improvement may take the form of a benefit or improvement of service to customers of the Parliament without a direct quantifiable financial gain to the Parliament.

(c) Productivity improvement is central to the success of the enterprise bargaining process. The Employers and Employees will refine performance measurement systems during the life of this Agreement and they may represent a combination of both qualitative and quantitative measures.

(d) Performance measures should be developed taking into account indicators including: outcome, output, process, equity, efficiency, effectiveness and quality.

SCHEDULE 2A—SALARY SCALES FOR OFFICERS

| Classification | 1996 EA Salary Per Annum 01/01/97 | 1998 EA Salary Per Annum Upon Registration: + 3.5% | 1998 EA Salary Per Annum 18 months after Registration: Up to + 7% |
|----------------------|---|---|---|
| LEVEL 1 | | | |
| Under 17 Years | 11,852.00 | 12,266.82 | 12,681.64 |
| 17 Years | 13,851.00 | 14,335.79 | 14,820.57 |
| 18 Years | 16,156.00 | 16,721.46 | 17,286.92 |
| 19 Years | 18,701.00 | 19,355.54 | 20,010.07 |
| 20 Years | 21,001.00 | 21,736.04 | 22,471.07 |
| 21 Years or 1st Year | | 23,877.45 | 24,684.90 |
| 22 Years or 2nd Year | Not applicable | 24,781.01 | 25,619.01 |
| 23 Years or 3rd Year | due to | 25,718.72 | 26,588.43 |
| 24 Years or 4th Year | compaction | 26,692.65 | 27,595.30 |
| 25 Years or 5th Year | of Level 1 | 27,702.81 | 28,639.62 |
| 26 Years or 6th Year | | 28,751.27 | 29,723.53 |
| 27 Years or 7th Year | | 29,840.09 | 30,849.17 |
| LEVEL 2 | | | |
| 1st Year | 29,830.00 | 30,874.05 | 31,918.10 |
| 2nd Year | 30,596.00 | 31,666.86 | 32,737.72 |
| 3rd Year | 31,402.00 | 32,501.07 | 33,600.14 |
| 4th Year | 32,253.00 | 33,381.86 | 34,510.71 |
| 5th Year | 33,144.00 | 34,304.04 | 35,464.08 |
| LEVEL 3 | | | |
| 1st Year | 34,368.00 | 35,570.88 | 36,773.76 |
| 2nd Year | 35,321.00 | 36,557.24 | 37,793.47 |
| 3rd Year | 36,305.00 | 37,575.68 | 38,846.35 |
| 4th Year | 37,314.00 | 38,619.99 | 39,925.98 |
| LEVEL 4 | | | |
| 1st Year | 38,698.00 | 40,052.43 | 41,406.86 |
| 2nd Year | 39,783.00 | 41,175.41 | 42,567.81 |
| 3rd Year | 40,899.00 | 42,330.47 | 43,761.93 |
| LEVEL 5 | | | |
| 1st Year | 43,048.00 | 44,554.68 | 46,061.36 |
| 2nd Year | 44,501.00 | 46,058.54 | 47,616.07 |
| 3rd Year | 46,011.00 | 47,621.39 | 49,231.77 |
| 4th Year | 47,577.00 | 49,242.20 | 50,907.39 |
| LEVEL 6 | | | |
| 1st Year | 50,096.00 | 51,849.36 | 53,602.72 |
| 2nd Year | 51,809.00 | 53,622.32 | 55,435.63 |
| 3rd Year | 53,581.00 | 55,456.34 | 57,331.67 |
| 4th Year | 55,473.00 | 57,414.56 | 59,356.11 |

| Classification | 1996 EA Salary Per Annum 01/01/97 | 1998 EA Salary Per Annum Upon Registration: + 3.5% | 1998 EA Salary Per Annum 18 months after Registration: Up to + 7% |
|------------------|---|---|---|
| LEVEL 7 | | | |
| 1st Year | 58,375.00 | 60,418.13 | 62,461.25 |
| 2nd Year | 60,383.00 | 62,496.41 | 64,609.81 |
| 3rd Year | 62,567.00 | 64,756.85 | 66,946.69 |
| LEVEL 8 | | | |
| 1st Year | 66,117.00 | 68,431.10 | 70,745.19 |
| 2nd Year | 68,660.00 | 71,063.10 | 73,466.20 |
| 3rd Year | 71,814.00 | 74,327.49 | 76,840.98 |
| LEVEL 9 | | | |
| 1st Year | 75,752.00 | 78,403.32 | 81,054.64 |
| 2nd Year | 78,412.00 | 81,156.42 | 83,900.84 |
| 3rd Year | 81,447.00 | 84,297.65 | 87,148.29 |
| Class 1 | 86,036.00 | 89,047.26 | 92,058.52 |
| Class 2 | 90,625.00 | 93,796.88 | 96,968.75 |
| Class 3 | 95,212.00 | 98,544.42 | 101,876.84 |
| Class 4 | 99,800.00 | 103,293.00 | 106,786.00 |
| LEVEL 2/4 | | | |
| 1st Year | 29,830.00 | 30,874.05 | 31,918.10 |
| 2nd Year | 31,402.00 | 32,501.07 | 33,600.14 |
| 3rd Year | 33,144.00 | 34,304.04 | 35,464.08 |
| 4th Year | 35,321.00 | 36,557.24 | 37,793.47 |
| 5th Year | 38,698.00 | 40,052.43 | 41,406.86 |
| 6th Year | 40,899.00 | 42,330.47 | 43,761.93 |

SCHEDULE 2B—WAGES SCALES FOR PSSES

| Classification | 1996 EA Wages Per Fortnight 01/01/97 | 1998 EA Wages Per Fortnight Upon Registration: + 3.5% | 1998 EA Wages Per Fortnight 18 months after Registration: Up to + 7% | 1998 EA Wages Per Hour at + 7% allowance (incl if any) |
|--|---|---|---|---|
| Kitchenhands and Gardeners | | | | |
| 1st year of service | 846.01 | 875.62 | 905.23 | 11.91 |
| 2nd year of service | 856.04 | 886.00 | 915.96 | 12.05 |
| 3rd year of service | 864.54 | 894.80 | 925.06 | 12.17 |
| Steward/Cleaner | | | | |
| 1st year of service | 888.24 | 919.33 | 950.42 | 12.51 |
| 2nd year of service | 898.07 | 929.50 | 960.93 | 12.64 |
| 3rd year of service | 906.12 | 937.83 | 969.55 | 12.76 |
| Steward/Cleaner & Rlg Bar Attendant | | | | |
| 1st year of service | 910.56 | 942.43 | 974.30 | 12.82 |
| 2nd year of service | 920.85 | 953.08 | 985.31 | 12.96 |
| 3rd year of service | 930.47 | 963.04 | 995.60 | 13.10 |
| Cook (Cakes and Second) | | | | |
| 1st year of service | 938.51 | 971.36 | 1004.21 | 13.21 |
| 2nd year of service | 949.00 | 982.22 | 1015.43 | 13.36 |
| 3rd year of service | 958.18 | 991.72 | 1025.25 | 13.49 |
| Assistant Chief Steward | | | | |
| 1st year of service | 961.75 | 995.41 | 1029.07 | 13.54 |
| 2nd year of service | 975.62 | 1009.77 | 1043.91 | 13.74 |
| 3rd year of service | 988.13 | 1022.71 | 1057.30 | 13.91 |
| Horticulturist (Certificate) | | | | |
| 1st year of service | 979.41 | 1013.69 | 1047.97 | 13.79 |
| 2nd year of service | 991.03 | 1025.72 | 1060.40 | 13.95 |
| 3rd year of service | 1000.51 | 1035.53 | 1070.55 | 14.09 |
| Tradesperson Cook | | | | |
| 1st year of service | 1026.32 | 1062.24 | 1098.16 | 14.45 |
| 2nd year of service | 1035.72 | 1071.97 | 1108.22 | 14.58 |
| 3rd year of service | 1043.98 | 1080.52 | 1117.06 | 14.70 |
| Chef, Chief Steward and Bar Attendant | | | | |
| 1st year of service | 1107.22 | 1145.97 | 1184.73 | 15.59 |
| 2nd year of service | 1120.85 | 1160.08 | 1199.31 | 15.78 |
| 3rd year of service | 1134.93 | 1174.65 | 1214.38 | 15.98 |
| Foreperson of Horticulture | | | | |
| 1st year of service | 1077.51 | 1115.22 | 1152.94 | 15.17 |
| 2nd year of service | 1088.23 | 1126.32 | 1164.41 | 15.32 |
| 3rd year of service | 1097.39 | 1135.80 | 1174.21 | 15.45 |
| Apprentice Cook | | | | |
| 1st year of service (42%) | 431.05 | 446.14 | 461.22 | 6.07 |
| 2nd year of service (55%) | 564.48 | 584.24 | 603.99 | 7.95 |
| 3rd year of service (75%) | 769.75 | 796.69 | 823.63 | 10.84 |
| 4th year of service (88%) | 903.16 | 934.77 | 966.38 | 12.72 |
| Head Chef | | | | |
| 1st year of service (+ allowance \$85.40 / fn) | 1107.22 | 1145.97 | 1184.73 | 16.71 |
| 2nd year of service (+ allowance \$170.90 / fn) | 1120.85 | 1160.08 | 1199.31 | 18.03 |
| 3rd year of service (+ allowance \$170.90 / fn) | 1134.93 | 1174.65 | 1214.38 | 18.23 |
| Sous Chef | | | | |
| 1st year of service (+ allowance \$55.53 / fn) | 1026.32 | 1062.24 | 1098.16 | 15.18 |
| 2nd year of service (+ allowance \$85.40 / fn) | 1035.72 | 1071.97 | 1108.22 | 15.71 |
| 3rd year of service (+ allowance \$85.40 / fn) | 1043.98 | 1080.52 | 1117.06 | 15.82 |

SCHEDULE 3—GRIEVANCES

PARLIAMENTARY GRIEVANCE RESOLUTION POLICY

(1) Definition

- (1) A "grievance" is a formal complaint or expression of concern made by an Employee to a supervisor where the basis of that complaint or concern is the Employee's belief that he or she has been subjected to unlawful, unfair or inequitable treatment including, but not limited to, employment and leave arrangements, work practices, workplace conflicts, health or safety issues, harassment or discrimination.

(2) Principles

(a) All grievances will be considered seriously and impartially.

(b) If possible, grievances should be resolved informally and as quickly as possible by the parties directly involved.

(c) When grievances cannot be resolved by the persons directly involved, the formal grievance process is to be followed.

(d) Supervisors and managers will attempt to resolve grievances within a reasonable time.

(3) Procedure for Dealing with an Informal Grievance

(a) Any Employee may refer a grievance to his or her appropriate supervisor, or more senior manager.

(b) The grievance shall be referred as soon as practicable after the occurrence giving rise to the grievance so as to enable its prompt resolution.

(c) Supervisors will try to resolve the grievance through informal process within 10 working days.

(d) During the informal process the parties involved in the grievance have the right to seek assistance from appropriate persons, including Unions.

(4) Procedure for Dealing with a Formal Grievance

(a) When the informal process does not or is not likely to satisfactorily resolve the grievance, any party directly involved may have the matter dealt with through the formal grievance process.

(b) A formal grievance process shall be initiated in writing to a senior manager nominated by the Departmental Head, either generally or in a particular case.

(c) During the formal process the parties to the grievance have the right to seek assistance from appropriate persons, including Unions.

(d) The responsible manager will—

(i) obtain a broad outline of each involved party's claims relating to the grievance;

(ii) attempt to agree with the parties involved on a timetable for resolution of the grievance;

(iii) take brief notes;

(iv) maintain an appropriate level of confidentiality of the proceedings and ensure security of records associated with the proceedings;

(v) initiate any inquiries considered necessary or desirable to satisfactorily resolve the grievance;

(vi) make a determination and inform the involved parties in writing of the outcome of the grievance process and any decision made as a result.

SCHEDULE 4—CODE OF CONDUCT

FOR EMPLOYEES OF THE PARLIAMENT OF WESTERN AUSTRALIA

Introduction

(1) This Code of Conduct outlines the standard of behaviour expected of all employees of the Parliament. It is designed to help you understand your responsibilities and obligations, and provide guidance if you are faced with an ethical dilemma or conflict of interest in your work. In committing itself to this Code of Conduct the Employers will provide the support and backing necessary to give employees the confidence to act in conformity with the Code.

(2) Please familiarise yourself with both this Code and the Code of Ethics and observe their provisions.

(3) A code of conduct cannot cover every situation. If you are unsure of the appropriate action to take in a particular situation, discuss the matter with your colleagues, supervisor or your Head of Department. This may include acting on behaviour that you believe violates any law, rule or regulation, or represents gross mismanagement, or endangers public health or safety.

Personal and Professional Behaviour

How should I serve the Parliament?

(4) You have a principal responsibility to provide effective apolitical support and assistance, and a relevant and timely service to the Parliament, its members, their staff, committees and members of the public. You may hold views on particular matters that differ from those of the elected Government or the Opposition, but such views must not interfere with the performance of your duties. This does not include industrial action relating to terms and conditions of employment. Provide a service to the Parliament regardless of which political party or parties are in office. Act in the best interests of the Parliament rather than for the benefit of sectional interests. Endeavour to provide assistance in a pro-active manner.

What is expected of me?

(5) Your supervisor is obliged to ensure that instructions given to you are ethical, lawful and reasonable. You are expected to promptly and correctly carry out duties pertaining to your position or any other duty that you are lawfully expected to perform.

(6) If you have grounds for complaint, whether ethical or otherwise, arising out of those directions, you should discuss and attempt to resolve the matter with your supervisor. If you are still dissatisfied, you may lodge a personal grievance to have the matter resolved. You must continue to carry out any lawful directions that you may be given until the matter is resolved.

(7) Act with propriety and be able to demonstrate this in relation to any advice or service you give. You must be able to justify any decisions you make.

(8) Regularly review the way you carry out your duties in an effort to identify improvements to administrative systems and procedures to achieve optimal effectiveness, efficiency and responsiveness.

(9) Strive to attain value for public money, and avoid waste and extravagance in the use of public resources.

(10) Use organisational facilities and other physical resources for their proper purpose and maintain them properly.

(11) Obtain approval from your supervisor for the use of facilities such as computers, printers and photocopiers for study or other legitimate, non-profit purposes.

(12) Where possible you must seek prior approval before being absent from duty. If you are unable to attend or you wish to be released from duty owing to unforeseen circumstances, you should ensure that the appropriate officer is notified at the earliest opportunity. If you are absent (perhaps because of illness), you must attempt to report your absence to your supervisor prior to the time you are expected to commence duty, but certainly as soon as possible.

(13) Your activities outside working hours must not diminish public confidence in the Western Australian Parliament or your ability to perform your duties.

How can we help to ensure a safe working environment?

Employer's Responsibility

(14) An employer must as far as practicable provide and maintain a working environment where employees are not exposed to hazards.

(15) Employees have the right to refuse to work in a situation where they are at risk of injury or their health may be adversely affected.

Employee's Responsibility

(16) Employees must take reasonable care to ensure their own health and safety and to avoid adversely affecting the health or safety of any other person in the workplace through any act or omission.

(17) Any occupational hazard or accident resulting in injury should be reported to your supervisor immediately. Incidents or hazards which may initially seem minor should be reported

in writing, as they may worsen with time. Accidents involving motor vehicles during working hours must be reported to your supervisor immediately.

(18) If you are concerned about any aspect of safety in the workplace, contact your supervisor or manager.

How am I protected against discrimination and harassment?

(19) The Employers consider it the right of every individual to be treated fairly and with respect and to carry out his or her job in an environment which promotes job satisfaction, maximises productivity, and provides economic security. Such an environment is dependent on employees being free of all forms of harassment and victimisation. You must not harass anyone (sexually or otherwise) or discriminate on the grounds of, for instance, sex; sexual preference; age; marital status; pregnancy; the state of being a parent, childless or a de facto spouse; race; colour; national extraction; lawful religious or political belief or activity; or mental or physical impairment. The principles of the Western Australian and the Commonwealth equal employment opportunity and anti-discrimination legislation are fully supported.

Can I consume alcohol or use drugs while at work?

(20) The consumption of alcohol or the improper use of drugs or other substances must not adversely affect your work performance or official conduct.

Can I smoke while at work?

(21) The Parliament has a policy which, broadly speaking, promotes the workplace as a non-smoking area. Your Departmental Head will have a copy of the guidelines.

What should I do if I am charged with a criminal offence?

(22) Any criminal offence of which you have been found guilty either prior to commencing, or during your parliamentary employment, except where the offence is covered by a prescribed spent convictions scheme, must be reported to your Head of Department. If you are charged with any criminal offence punishable by imprisonment during your parliamentary employment, immediately advise your Head of Department.

How should I handle intellectual property?

(23) Intellectual property can be some original research, training program, computer program or document which an officer produces in the course of his or her duties. Since the Parliament has funded the officer's time during the development of the intellectual property, the rights and benefits from that intellectual property should accrue to the Parliament.

What happens if I attend court?

(24) Should you be summoned or called as a witness or juror in a court of law or any legally constituted inquiry, advise your Head of Department immediately and, unless otherwise exempted, attend the court or inquiry as specified.

(25) Some staff may be exempted from jury duty under the Juries Act 1957. The sittings of the Parliament have a greater priority to your services than the courts and an excuse from service, for that reason, may be sought by your Head of Department during sitting periods.

(26) If attending in an official capacity, under a subpoena or order, to give evidence or to produce papers in any court, you are required to pay any fees you receive to your Departmental budget. Provide an account and vouchers of all the necessary expenses, if any, incurred in the performance of such duty to your Head of Department.

Can I participate in seminars and related activities?

(27) Obtain the prior approval of your Head of Department before addressing or chairing seminars organised by professional conference organisers.

(28) Pay any fee received for any seminar participation in your professional capacity to your Departmental budget, unless you are specifically exempted in writing from this requirement by your Head of Department.

Can I keep fees for the performance of official duties?

(29) No. You may receive a fee for performing a function as part of your official duties, such as lecture fees or as a result of your employment in the Parliament. This fee must be paid into your Departmental budget.

Can I accept gifts and favours?

(30) You should not seek or accept favours or gifts, unless of a token nature, for services performed in connection with your official duties. Included in this category are gifts in kind, such as free accommodation or travel or entertainment vouchers whether for you or members of your family. The general principle to be followed is that you should not seek or accept favours or gifts from anyone who could benefit by influencing you.

How can I prevent patronage or favouritism?

(31) You must not use your position to obtain a private benefit for someone else. Your decisions must not be improperly influenced by family or other personal relationships.

How should I handle financial matters?

(32) Ensure that in financial matters, including the handling of moneys, there is full accountability in relation to any advice or transaction in which you may be involved. If you have financial responsibilities, observe the relevant legislative and regulatory requirements.

Use and Release of Information

Can I make a public comment?

(33) Public comment includes public speaking engagements, comments on radio and television and expressing views in letters to the newspapers or in books, journals or notices where it might be expected that the publication or circulation of the comment will spread to the community at large.

(34) As a member of the community, you have the right to make public comment and enter into public debate on political and social issues. However, there are circumstances in which public comment is inappropriate, unless specifically authorised by the Presiding Officers or the Head of your Department. No comment is to be made on any matter to do with your work or the work of the Parliament without the express approval of your Head of Department. These include circumstances where—

- (a) the implication that the public comment, although made in a private capacity, is in some way an official comment on Government/Opposition policy or programs; and
- (b) an employee is directly involved in advising or directing the implementation or administration of policy, and public comment would compromise the employee's ability to do so.

(35) Any public comment or behaviour should not compromise your ability to serve the Parliament in an apolitical manner.

How should I handle official information?

(36) You must not use or communicate official information for other than official purposes without the permission of your Head of Department (except where such information has already been made available officially to the public). This includes leaking information to the media. You must not take improper advantage of any information gained in the course of your employment. You may disclose official information that is normally given to members of the public seeking that information. However, if you are in any doubt when responding to a request for information, you should seek advice from your Head of Department.

(37) Only disclose other official information or documents acquired in the course of your parliamentary employment when required to do so by law, in the course of duty, when called to give evidence in court, or when proper authority has been given. In such cases your comments should be confined to factual information and should not express opinion on official policy or practice.

(38) If required to give evidence in court on parliamentary matters, seek the advice of your Head of Department or Presiding Officer on whether or not parliamentary privilege applies to any evidence which you might otherwise give.

(39) If you believe an aspect of policy or administration may have unforeseen consequences or otherwise requires review, then bring it to the attention of your supervisor or other appropriate authority.

How should I treat private information?

(40) It may be that you have access to personal information relating to other employees or members of the public. This information will have been provided to your Department on the understanding that it will be used only for a specific purpose and will remain confidential.

(41) You must store this information securely, and not disclose it to any person except in the course of your official duties.

Unethical Behaviour

What should I do about unethical behaviour?

(42) Report any unethical behaviour or wrongdoing by any other employee to an appropriate senior officer. This may include behaviour that you believe violates any law, rule or regulation, or represents gross mismanagement, or is a danger to public health or safety.

(43) You will be protected against discrimination for reporting unethical behaviour or wrongdoing unless your allegation is both false and not made in good faith.

Corruption

What is corruption in the workplace?

(44) The Australian Legal Dictionary describes corruption as "generally any conduct, where in return for a consideration, a person does or neglects to do, an act in contravention of his or her public duties".

(45) Corruption in the workplace is a very serious matter. If you think corruption has occurred or is occurring in the workplace, you are obliged to report it. The Anti-Corruption Commission Act provides a mechanism for reporting corrupt activities. Anyone in the community can report matters to the Anti-Corruption Commission (ACC). The details of such reports are kept confidential. The reporting of corrupt activities is an extremely sensitive issue and the ACC may be contacted for advice on the procedures involved.

Parliamentary Committees

How should I give information and evidence to Parliamentary Committees?

(46) If you are asked to appear before a Parliamentary Committee you should inform your Head of Department. Information sought by Committees should be provided subject to direction given by the Presiding Officers or your Head of Department. Official witnesses should be co-operative and frank when giving factual information. You are not expected to answer questions—

- (a) seeking your personal views on Government or Opposition policy; or
- (b) seeking details of matters relating to a decision or possible decision of the Presiding Officers, unless those details have already been made public or the giving of such evidence has been approved; or
- (c) requiring a personal judgment on the administration of the Western Australian Parliament.

(47) If you are directed to answer a question falling within the coverage of the categories listed above, seek a deferral until you can discuss the matter with the Presiding Officers or your Head of Department as appropriate. Alternatively, you can request that the answer to the particular question be reserved for submission in writing.

Conflict of Interest

How can I avoid a conflict of interest?

(48) A conflict of interest with official duties may arise for various reasons and, as an individual, you may have private interests that from time to time conflict with your duties as a Parliamentary employee. However, there is a reasonable public expectation that where such conflict occurs it will be resolved in favour of the public interest rather than your own.

(49) Disclose potential conflicts of interest to your supervisor or Head of Department when dealing in the course of official duties with relatives, close friends or business acquaintances.

(50) You should neither buy nor sell shares in a company at a time when you possess confidential information gained by your employment that could, if publicly disclosed, affect the value of such shares.

(51) It is not possible to define all potential areas of conflict of interest and if you are in doubt as to whether a conflict exists, seek advice from your Head of Department. In some circumstances, the appearance of a conflict of interest could itself jeopardise your public integrity. You are required to declare to your Head of Department any conflict of interest that arises or is likely to arise. You should stand down from any decision making process where such a conflict might occur.

(52) Immediately report to your Head of Department any circumstances where an offer of a benefit or gift is made, regardless of whether it is accepted, if you think that such circumstances involve an attempt to induce favoured treatment.

(53) Where a gift is given without your prior knowledge or consent or where a gift is given as a token of goodwill to the State, inform your Head of Department as soon as possible. Gifts of more than token value remain the property of the Department.

(54) Organisations vary in their policies on accepting gifts and benefits depending on the nature of their business. It is expected, however, that token gifts in the nature of souvenirs, mementos or symbolic items of low material value may be accepted in circumstances approved by your Head of Department.

Outside Employment

Can I also work outside the Parliament?

(55) You must not engage in outside employment or in the conduct of a business, trade or profession if it will or may result in a conflict of interest or adversely affect your work performance or official conduct. You must inform your Head of Department of any outside employment or business, trade or profession that you are engaged in or intend engaging in.

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**PB FOODS LTD COUNTRY DISTRIBUTION
DEPOTS (ENTERPRISE BARGAINING)
AGREEMENT 1997.
No. AG 247 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

Transport Workers' Union of Australia, Industrial Union of
Workers, Western Australian Branch

Australian Municipal, Administrative, Clerical and Services
Union of Employees, WA Clerical and Administrative
Branch

and

PB Foods Ltd.

No. AG 247 of 1998.

PB Foods Ltd Country Distribution Depots (Enterprise
Bargaining) Agreement 1997.

24 November 1998.

Order.

HAVING heard Mr G. Ferguson on behalf of the Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch and Ms B. Gavranich on behalf of the respondent and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the PB Foods Ltd Country Distribution Depots (Enterprise Bargaining) Agreement 1997 as filed in the Commission on the 2nd day of November 1998 is registered on and from the 24th day of November 1998.

(Sgd.) A. R. BEECH,
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This Agreement shall be known as the PB Foods Ltd Country Distribution Depots (Enterprise Bargaining) Agreement 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Scope
4. Incidence and Parties Bound
5. Operation of Agreement
6. Relationship to Parent Awards
7. Single Bargaining Unit
8. Commitments
9. Flexibility Clause
10. Contract of Employment
11. Disputes Procedure
12. Movement in Wages
13. Classification
14. SQP Programme
15. Parental Leave
16. Equal Employment Opportunity
17. Introduction to Change and Redundancy
18. Training
19. Signatories

APPENDICES

- A. Wages
- B. SQP Consultative Committee Constitution
- C. KPI
- D. Equal Employment Opportunity

3.—AREA AND SCOPE

The area and scope of this Agreement shall be that prescribed in the Transport Workers' (General) Award No. 10 of 1961 and the Clerk's (Wholesale and Retail Establishments) Award No 38 of 1947.

4.—INCIDENCE AND PARTIES BOUND

4.1 This Agreement shall be binding on the parties to this Agreement individually and collectively and shall apply to all persons employed at PB Foods Ltd Country Distribution Depots who are members, or eligible to be members of the organisations of employees party to this Agreement and who are covered by any Award detailed in subclause (3) of this Clause.

This agreement applies to 50 employees.

4.2 The parties to this Agreement are—

4.2.1 Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch

4.2.2 Australian Municipal, Administrative, Clerical and Services Union of Employees, W.A. Clerical and Administrative Branch

4.2.3 PB Foods Ltd

4.3 The Awards which at 1 December 1997 covered PB Foods Ltd at its Country Distribution Depots at Broome, Bunbury, Albany, Kalgoorlie, Esperance, Northam and Geraldton are—

4.3.1 Transport Workers' (General) Award No 10 of 1961.

4.3.2 Clerk's (Wholesale and Retail Establishments) Award No 38 of 1947.

5.—OPERATION OF AGREEMENT

This Agreement shall operate from the commencement of the first pay period on or after 1 December 1997 and shall remain in operation until 1 December 2000.

6.—RELATIONSHIP TO PARENT AWARDS

6.1 This Agreement shall be read and interpreted wholly in conjunction with the relevant Awards as identified in subclause (3) of Clause 4—Incidence and Parties Bound, of this Agreement.

6.2 Where there is any inconsistency between this Agreement and any relevant Award, this Agreement shall prevail to the extent of any inconsistency.

6.3 This Agreement in addition to the Awards as identified in Clause 4—Incidence and Parties Bound, subclause 3, will replace any other Agreement/s registered or unregistered.

7.—SINGLE BARGAINING UNIT

7.1 A single bargaining unit has been established between the above Unions representing the employees of PB Foods Ltd.

7.2 The single bargaining unit has endorsed the terms of this Agreement.

8.—COMMITMENTS

8.1 The Company recognises the concerns of employees and the Unions regarding job security. The Company believes that true participation through the Safety, Quality and Productivity Program ("SQP") is the way to ensure a future for the employees with the Company.

8.2 The parties undertake that the terms of this Agreement will not be used to progress or obtain similar arrangements or benefits in any other enterprise.

8.3 This Agreement shall not operate to cause any employees to suffer a reduction in ordinary times earning, or to depart from the standards of the Western Australian Industrial Relations Commission in regard to hours of work, annual leave with pay or long service leave with pay.

8.4 The parties undertake that the increase referred to in Clause 12—Movement in Wages of this Agreement will be the only increase to apply during the life of the Agreement provided that further increases may result from real productivity improvements implemented and quantified by the SQP consultative process and/or in accordance with the State Wage Principles.

8.5 The parties will assess the achievement in productivity and efficiency during the term of this Agreement.

8.6 The parties agree that following the process of reviewing this Agreement it will be renewed or replaced. This review will commence no later than 13 weeks prior to the expiry of this Agreement.

8.7 The parties commit to oppose any attempt by any other person, employees or organisation to become a party to this Agreement.

9.—FLEXIBILITY CLAUSE

9.1 The parties to this Agreement commit themselves to a process of developing a work place free from unnecessary demarcation where employees can use their skills and competence to the fullest extent.

9.2 It is also recognised the breaking down of demarcations and increased flexibility of the workforce will be achieved through consultations where the relevant issues will be examined.

10.—CONTRACT OF EMPLOYMENT

10.1 An employee may be engaged as—

10.1.1 A full time employee engaged to work 38 hours per week (excluding overtime).

10.1.2 A part time employee, engaged to work regular weekly hours subject to—

the maximum weekly ordinary hours (ie: exclusive of overtime) to be 38;

10.1.3 A temporary employee, engaged to work for a fixed term determined in advance on a full time basis.

A temporary employee will be used to replace employees who are absent from work due to Long Term Illness, Workers Compensation, Long Service Leave, or otherwise as agreed between the employer and the Union.

10.1.4 A seasonal employee, engaged to work flexible hours during the year to meet seasonal requirements.

Seasonal employees will be paid in accordance with provisions which apply to permanent full time or part time employees.

10.1.5 A casual employee, engaged by the hour subject to—

the maximum weekly ordinary hours (ie: exclusive of overtime) to be 38

such employment shall be for a period of up to one month or for a period exceeding one month in consultation with the Union.

10.2 Where practicable, the Company will notify casual employees and seasonal employees that they are not required

to work on the next working day. If a casual or seasonal employee presents for work on a day on which he or she might reasonably have expected to be required for work without having been notified by the Company in accordance with this subclause that he or she is not so required, then such an employee will receive three hours pay at the appropriate casual rate.

10.3 Probationary Employees

An employee, other than a casual or seasonal employee, may be engaged for an initial probationary period of not more than 3 months on the following basis—

10.3.1 the Company will advise an employee on or before commencement whether the employee is engaged for an initial probationary period, and if so, the length of the probationary period.

10.3.2 regular performance reviews will be conducted during the probationary period.

10.3.3 any performance deficits will be addressed and the employee will be allowed an opportunity to correct those deficits.

10.3.4 the purpose of the probationary period is to allow both the Company and the employee to decide whether to continue the employment beyond the probationary period, and therefore the employee will be advised that employment beyond the probationary period is not guaranteed.

10.3.5 if, at any time during the probationary period, either the employee or the Company give one week's notice of termination of the employment, the probationary employee's employment will end.

10.3.6 if, at the end of the probationary period, a decision is made not to offer further employment, the probationary employee's employment will end.

10.4 It is a condition of employment that each employee must—

10.4.1 perform work as the Company, may, from time to time, reasonably require having to the limits of the employee's skill, competence and training within their classification;

10.4.2 perform the full range of duties within the employee's classification, including any duties as may be directed by the Company having regard to the limit of the employee's skill, competence and training within their classification.

10.4.3 perform work without regard to any demarcations or limitations, providing the work to be performed is within the employee's skill, competence and training within their classification.

10.4.4 transfer between various departments without restriction providing the duties are within the employees skill, competence and training.

10.4.5 work reasonable overtime as may be required by the Company.

10.4.6 comply with all safety regulations, policies and procedures determined by the Company or as prescribed by Government Regulation.

10.4.7 use as directed by the Company all protective clothing and equipment provide by the Company; and

10.4.8 observe all the Company regulations, policies and procedures.

10.5 Disciplinary Procedure

10.5.1 Where an employee engages in unsatisfactory conduct the Company may, as appropriate—

- (i) informally counsel the employee;
- (ii) verbally warn the employee;
- (iii) warn the employee in writing;
- (iv) suspend the employee without pay; or
- (v) dismiss the employee with notice or with pay in lieu of notice.

10.5.2 Where a representative of the Company engages in any discussions with an employee concerning any conduct of an employee which may lead to dismissal or other disciplinary or counselling measures being taken by the Company, the employee is entitled to elect to have either another employee or a Union representative present during the discussion. The representative of the Company will remind the employee of that entitlement at the beginning of the discussion.

10.5.3 When counselling or warning an employee concerning unsatisfactory conduct engaged in by that employee, the Company's representatives will—

- (i) specifically identify the conduct complained of;
- (ii) explain why the conduct is unacceptable by the Company; and
- (iii) explain the consequences if the employee again engages in that unsatisfactory conduct.

10.5.4 No record will be kept by the Company of informal counselling of an employee. Where a record is kept by the Company of a verbal warning given to an employee, the employee and any other employee or Union representative present will be given the opportunity to verify the accuracy of the record within a reasonable time of the warning being given.

10.5.5 Nothing in this Clause affects the Company's right to dismiss an employee without notice for misconduct which justifies summary dismissal.

10.6 Performance Counselling

If the Company considers that the performance of any employee is unsatisfactory, the Company's representative will—

10.6.1 Discuss the matter informally with the employee with a view to identifying ways in which the performance of the employee could be improved. Specifically, the company's representatives and the employee will discuss—

- (i) the areas of the employee's performance which are unsatisfactory;
- (ii) the reasons for the employee's unsatisfactory performance.
- (iii) the steps available to the Company which would assist the employee to perform satisfactorily, which may include arranging for the employee to receive training or additional training or altering the employee's working conditions;
- (iv) the steps available to the employee to remedy the unsatisfactory performance.

During any such informal discussions, the employee is entitled to elect to have either another employee or a Union representative present during the discussion. the representative to the Company will remind the employee of that entitlement at the beginning of the discussion.

10.6.2 If, after informal discussions, the Company still considers that the performance of the employee is unsatisfactory, advise the employee in writing of—

- (i) the areas of the employee's performance which are unsatisfactory;
- (ii) the Company's response to any reasons offered by the employee for his or her unsatisfactory performance;
- (iii) the steps taken or intended to be taken by the Company which would assist the employee to perform satisfactorily;
- (iv) the steps required of the employee to remedy the unsatisfactory performance; and
- (v) the time allowed for improvement before further assessment.

10.6.3 Where the required improvement has not occurred following the steps set out in subclause 10.6.2 above, give the employee a written warning that failure to improve performance within a given time may lead to the employee's suspension or dismissal from employment and setting out the steps necessary to be taken by the employee to improve their performance to a satisfactory level.

10.6.4 Where the performance of an employee then continues to be unsatisfactory, suspend the employee without pay for a time specified in writing by the Company or dismiss the employee with notice.

10.7 Termination of Employment

10.7.1 The notice required to be given by the Company or the employee to terminate employment will be—

- (i) for casual employees—one hour's notice;
- (ii) for probationary employees—as provided in subclause 10.3.5;

- (iii) for all other employees—in accordance with the provisions below.

| <u>Period of Continuous Service</u> | <u>Period of Notice</u> |
|---|-------------------------|
| not more than 1 year | 1 week |
| more than 1 year but not more than 3 years | 2 weeks |
| more than 3 years but not more than 5 years | 3 weeks |
| more than 5 years | 4 weeks |

Providing that employees with two or more years service who are 45 years of age or older at the date of termination will be entitled to one additional weeks' notice.

10.7.2 By arrangement between the employee and the company an employee will be entitled to up to 8 hours time off per week during the notice period for the purpose of seeking other employment.

10.7.3 Notice of termination of employment may also be affected by the payment or forfeiture of wages for the relevant notice period, providing that employment may be terminated by part of the period of notice specified and part payment or forfeiture of wages in lieu of that notice.

10.7.4 Payment of forfeiture of wages in lieu of notice will be calculated on the basis of the wages the employee would have received for the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

10.7.5 The Company may dismiss an employee without notice for misconduct which justifies summary dismissal and in such cases, wages will be paid up to the time of dismissal only.

10.7.6 Nothing in this Clause prevents the Company and the employee agreeing to a lesser period of notice than that otherwise required by this Clause.

10.8 Rostered Days Off

10.8.1 All full time employees covered by the Transport Workers General Award will from the date of the ratification of this Agreement work a cycle of work in accordance with the provisions of the parent Award to enable them to have a rostered day off per month.

10.8.2 A maximum accrual of five days will be allowed and blocks of up to 5 rostered days off may be taken by agreement between the employer and his/her manager.

10.9 Early Start

Where an employee who is covered by the provisions of the Transport Workers General Award commences work prior to or at 6am, an early start allowance of 15% will be paid for all ordinary hours worked that day.

11.—DISPUTE SETTLEMENT PROCEDURE

11.1 The objective of the dispute settlement procedure is as follows—

11.1.1 to promote resolution of disputes by measures based on consultation, co-operation and discussion;

11.1.2 to reduce the level of industrial confrontation; and

11.1.3 to avoid interruption to the performance of work and the consequential loss of production and wages.

11.2 Where a grievance, complaint, claim or any matter which is likely to result in a dispute arises between the employer and an employee or group of employees the following procedure will apply—

11.2.1 the employee or group of employees will discuss the matter with their immediate supervisor(s);

11.2.2 where the matter is not resolved within a reasonable time the matter will be referred to the Union representative for discussion with the employer representative;

11.2.3 if the matter is still not resolved (within a reasonable time) the matter will be referred to a Union official and a senior employer representative;

11.2.4 where a negotiated settlement cannot be reached after a reasonable time the parties may apply to the Western Australian Industrial Relations Commission for resolution.

11.3 The parties are committed to avoiding stoppages of work or the placing of bans, or other limitations on the performance

of work prior to the completion of the dispute settlement procedure.

12.—MOVEMENT IN WAGES

12.1 During the life of this Agreement, the only wage movements for employees covered by this Agreement will be those governed by this clause.

12.2 Key Performance Indicators and targets will be established through the SQP Consultative Committee during the first three months of this Agreement. The Key Performance Indicators applying to the 2nd and 3rd years of this Agreement will be subject to further negotiation and refinement before the commencement of the 2nd and 3rd years.

12.3 The company will make the necessary resources available to assist in the development of the Key Performance Indicators used for the purposes of this clause and to ensure that measurement of the Key Performance Indicators is fair and accurate.

12.4 Employees will be kept informed of the progress and measurement of the Key Performance Indicators through consultation and regular reports giving feedback in each area.

12.5 Performance will be measured against the Key Performance Indicators after 12 months during the life of the Agreement, for the purpose of determining the amounts of any wage movements in accordance with this clause.

12.6 The wage increases which will apply to employees covered by this Agreement will be—

- a) a 3% increase with effect from the first pay period on or after 01.12.1998;
- b) a further 3% with effect from the first pay period on or after 01.12.1999 and;
- c) a further 3% with effect from the first pay period on or after 01.12.2000;

providing that further increases may result from productivity improvements as demonstrated by means of the Key Performance Indicators.

Productivity related wage increases which apply in addition to the amounts set out above will range from 1% guaranteed payment to a 4% potential payment as determined in accordance with the mechanism set out in Appendix 4—Key Performance Indicators of the Agreement and take effect from the first pay period on or after 1st December 1999 and 2000.

13.—CLASSIFICATION

(a) Transport and Allied Operative

Level A—An employee who is recruited into the Company at this level performs simple routine duties, works under direct supervision and receives detailed instruction.

Indicative of the task an employee at this level may perform are the following—

- (i) Undertaking induction training
- (ii) Performing a range of general labouring and cleaning duties.

Level B—An employee at this level works above the skills of an employee at Level A and has received on the job training or has prior experience to allow the performance of work within the scope of this level. An employee at this level may work under limited supervision, use all relevant tools and equipment, be responsible for the quality of his/her work and be able to work in a team environment within the scope of this level.

Indicative of the task an employee at this level may perform are the following—

- (i) Driver rigid vehicle from 4.5 tonnes to 13.9 tonnes GVM or GCM
- (ii) Uses hand trolleys and pallet trucks
- (iii) Driver of forklift up to and including 5 tonnes capacity
- (iv) Stack, prepare for storage and despatch raw and finished products.

Level C—An employee at this level works above and beyond the skills of an employee at Level B and has received on and/or off the job training or has prior experience to allow the performance of the work within the scope of this level. An employee at this level may work under minimal supervision,

perform basic maintenance and use all relevant tools and equipment, be responsible for the quality of his/her work and be able to work in a team environment within the scope of this level.

Indicative of the task an employee at this level may perform are the following—

- (i) Driver rigid vehicle over 13.9 tonnes GVM or GCM and up to 13 tonnes capacity
- (ii) Driver of forklift over 5 and up to 10 tonnes lifting capacity
- (iii) Driver of dump truck (unlicensed)
- (b) Clerks

Please refer to the Clerks (Wholesale and Retail Establishment) Award No 38 of 1947. Clause 11a—Classification Structure—Skill Descriptors.

14.—SQP PROGRAMME

14.1 It is recognised by the parties that the key to productive and harmonious working relationships lies in establishing and maintaining effective consultative mechanisms that will—

14.1.1 ensure that the view of the employees are known and taken into account by the Company.

14.1.2 provide management with an informed basis upon which to make decisions.

14.2 To this end, it is agreed that the SQP Consultative Committee continue to operate by constitution as provided for in Appendix B to this Agreement.

14.3 The key purpose of the Committee is to promote a spirit of co-operation. Each party will give constructive and sympathetic consideration to all views and representations submitted to the Committee with a view to furthering the common well being of the establishment as a whole.

14.4 Employee representatives on the Committee are required to keep their constituents advised on matters arising at the meeting.

14.5 The Company will consult with employee representatives on the Committee and give prompt consideration to matters raised by employees—

14.5.1 in order to encourage the improvement of all employees in the ongoing search for measures to improve safety, quality and productivity; and

14.5.2 to otherwise foster a fully committed and informed workforce.

15.—PARENTAL LEAVE

The Parental Leave Provisions contained in Schedule 14 of the Australian Industrial Relations Act will apply to all employees covered by this Agreement. A copy will be provided on request to the employee.

16.—EQUAL EMPLOYMENT OPPORTUNITY

The Company is an equal opportunity employer and is committed to an Affirmative Action Programme as detailed in Appendix D—Equal Employment Opportunity and Affirmation Action Programme.

17.—INTRODUCTION OF CHANGE AND REDUNDANCY

17.1 Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company will notify the employees who may be affected by the proposed changes and their Union or Unions.

17.2 The Company will discuss with the employees affected and their Union, the introduction of the changes, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of those changes on employees and will give prompt consideration to matters raised by the employees and their Union in relation to the changes.

17.3 For the purposes of this discussion, the Company will provide in writing to the employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect

employees provided that the Company will not be required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

17.4 Discussions before redundancies

Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer must hold discussions with the employees directly affected and with their Union.

17.5 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause 17.1 above the employee will be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

17.6 Severance Pay

17.6.1 In lieu of the notice prescribed for ordinary termination in Clause 10—Contract of Employment of this Agreement, an employee whose employment is terminated for reasons set out in subclause 17.1 above will be entitled to—

- (i) four weeks' notice or payment in lieu of notice; and
- (ii) severance pay on the following basis—

| <u>Continuous Service</u> | <u>Severance Pay</u> |
|---------------------------|---|
| Less than 1 year | Nil |
| 1 year | 4 weeks |
| 2 years | 6 weeks |
| 3 years | 7 weeks |
| 4 years or more | 2 weeks per year of service up to a maximum of 30 weeks |

- (iii) An employee aged 45 years or more at the time the employee's employment is terminated by reason of redundancy will be paid one additional week's severance pay.

"weeks' pay" means the ordinary weekly rate of wage for the employee concerned.

Provided that the severance payments will not exceed the amount which the employee would have earned if employment with the Company had proceeded to the employee's normal retirement date.

17.6.2 For the purpose of this Clause, continuity of service will not be broken on account of—

- (i) any interruption or termination of the employment by the Company if that interruption or termination has been made merely with the intention of avoiding obligations under this Agreement in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident for which an employee is entitled to claim sick pay as prescribed by this Agreement or on account of leave lawfully granted by the Company; or
- (iii) any absence with reasonable cause, the proof of which will be upon the employee;

provided that in the calculation of continuous service under this subclause, any time in respect of which an employee is absent from work except time for which an employee is entitled to claim annual leave, sick leave, long service leave and public holidays as prescribed by this Agreement will not count as time worked.

17.6.3 Service by the employee in circumstances where the Company is transmitted to another employer and the employee's service is deemed continuous in accordance with the long service leave provisions published in 66 WAIG pages 1 to 4 will also constitute continuous service for the purpose of this Clause.

17.7 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in subclause 17.1 above may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this Clause had he or she remained with the employer until the expiry of that notice. In such circumstances the employee will not be entitled to payment in lieu of notice.

17.8 Alternative Employment

The Company, in a particular redundancy case, may make application to the Western Australian Industrial Relations Commission to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

17.9 Time Off During Notice Period

17.9.1 During the period of notice of termination, given by the Company an employee will be allowed up to eight hours time off without loss of pay during each week of notice for the purpose of seeking other employment.

17.9.2 If the employee has been allowed paid leave for more than eight hours time during each week of the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

17.10 Employees with Less than One Years' Service

This Clause does not apply to employees with less than one years' continuous service and the general obligation on the Company should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

17.11 Employees Exempted

This Clause does not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty. This Clause also does not apply in the case of casual employees, seasonal employees, temporary employees or apprentices.

17.12 Incapacity to Pay

The Company, in a particular redundancy case, may make application to the Western Australian Industrial Relations Commission to have the general severance pay prescription varied on the basis of the Company's incapacity to pay.

18.—TRAINING

18.1 The parties to this Agreement are committed to external, industry and enterprise training of employees to achieve—

- higher skills relevant to the needs of PB Foods Ltd
- multi-skilling of employees to the levels required for operational efficiency and flexibility
- a career path within PB Foods Ltd
- retraining to maintain pre-existing skills
- adjustment to technological change
- great efficiency and job satisfaction

18.2 A training programme will be developed consistent with—

18.2.1 the current future skills needs of PB Foods Ltd Country Distribution Depots;

18.2.2 the size, structure and nature of the operations of PB Foods Ltd Country Distribution Depots; and

18.2.3 the need to develop vocational skills relevant to PB Foods Ltd Country Distribution Depots through courses conducted by accredited educational institutions and providers.

18.3 All costs associated with standard fees, prescribed text books and materials incurred by the employee in connection with training required by PB Foods Ltd Country Distribution Depots shall be reimbursed upon production of receipts. All items so purchased shall remain the property of PB Foods Ltd Country Distribution Depots and shall be made available at all times to the employee during the period of training or where relevant for on the job training with the employee being responsible to maintain the items in good condition.

18.4 Travel costs incurred by an employee undertaking training required by PB Foods Ltd Country Distribution Depots which exceed those normally incurred in travelling to and from work shall be reimbursed.

18.5 Payment for Training undertaken outside the usual hours of work may be by mutual agreement between the employer and employee/s concerned be paid at the single rate.

18.6 Authorisation for expenditure in relation to the costs mentioned in subclauses 18.3 and 18.4 of this Clause shall be obtained prior to such expenditure being incurred.

APPENDIX A WAGES

1. (a) Clerks

| | Rate \$ |
|--|------------|
| Grade 1 | |
| 1st year of experience at this grade | 440.51 |
| 2nd year of experience at this grade | 457.44 |
| 3rd year of such experience and thereafter | 471.69 |
| Grade 2 | |
| 1st year | 484.68 |
| 2nd year | 489.79 |
| 3rd year | 497.05 |
| Grade 3 | |
| 1 year | 506.18 |
| 2nd year of such experience and thereafter | 512.10 |

(b) Junior Employees

Total rate expressed as a percentage of the total rate prescribed for the relevant experience at the Grade in paragraph (a) hereof appropriate to the work performed by the junior employees.

| Age | Percentage |
|-----|------------|
| 15 | 40% |
| 16 | 50% |
| 17 | 60% |
| 18 | 70% |
| 19 | 80% |
| 20 | 90% |

2. Transport and Allied Operatives

| | Existing Rate \$ |
|---|---------------------|
| Level A | |
| 88% Relativity to Trades ie entry level | 433.55 |
| Level B | |
| 93.6% Relativity to Trades ie storeperson | 468.56 |
| Level C | |
| 96.3% Relativity to Trades ie driver | 482.15 |
| (This rate is inclusive of Van Driver— Salesman/s allowance) | |

19.—SIGNATORIES

Signed for and on behalf of PB Foods Ltd

Graham S. Laitt

Date: 9/10/1998

Managing Director

Signed for and on behalf of Transport Workers Union of Australia, Industrial Union of Workers, Western Australian Branch

J. McGiveron

Date: 2/10/1998

Signed for and on behalf of Australian Municipal, Administrative, Clerical and Services Union of Employees, W.A. Clerical and Administrative Branch

R. Dhue

Date: 16/10/1998

APPENDIX B

SQP CONSULTATIVE COMMITTEE CONSTITUTION

Preamble

Unions and management are committed to improved and effective consultation in the workplace and to provide all

employees with an opportunity to participate fully. All representatives fully support and endorse the SQP program as a means of ensuring the future viability of PB Foods Ltd. This commitment to SQP is outlined in the PB Foods Ltd Memorandum of Understanding.

Management and Unions also agree that effective consultation is dependent upon—

- information sharing;
- facilities and training for representatives;
- commitment from both sides.

It is therefore agreed that the establishment of a Consultative Committee is the most appropriate method whereby the above principles can be practised and upheld.

Objectives of the Committee

- to increase the quality of working life for all employees at the Country Distribution Depots, particularly in the areas of job design, skill formation, training and the working environment both physical and mental.
- to improve job safety, quality and productivity;
- to increase the competitiveness of the Company and its products, by establishing world class manufacturing practices;
- to establish a culture of continuous improvement at the enterprise.

Terms of Reference

The following matters will be discussed at the Committee, and, where appropriate, decisions made and agreements reached will go to Management and/or Steering Committee in the form of recommendations, to enable decisions made by the Company to take into account the view of the workforce.

To be responsible for the SQP program at the Country Distribution Depots specifically—

- the day to day activities of the SQP project;
- to establish the SQP teams;
- to identify the training needs for the SQP teams;
- to deal with the recommendations coming from the SQP teams and other sources;
- to ensure full communication of progress to all staff;
- current market conditions and general conditions of the industry (including the impact of any national industry development plan on the Company);
- the introduction of new products, technology/machines or new or revised work methods and the associated planning of layout, training, job numbers, skill requirements;
- Company training plans developed in accordance with future career paths;
- the Company's affirmative action policy and programs and quality of opportunity within the workplace;
- Occupational health and safety matters will be referred to the Country Distribution Depots Safety SQP Team for their consideration and recommendation;
- in the future at a time agreed by the Unions, the Committee will discuss changes to do with the implementation of the restructured Awards in the workplace, or the establishment of an Enterprise Agreement, and make recommendations to the Steering Committee.
- any other matters raised by Unions, employees or management which impact on Union members or the efficiency of the Company other than those matters raised in the following section, "Matters Requiring Central Union Involvement.—"

Matters Requiring Central Union Involvement

Most matters specific to work organisation in the (plant or enterprise) can be discussed at the Consultative Committee. The purpose of such discussion being the resolution of any issues. However, some matters which may be raised go to Award areas. These matters include but are not limited to—

- hours of work (including shift changes);

- penalty rates;
- leave loading;
- sick leave;
- holidays.

Any items which is an award matter must be referred to the Steering Committee.

Composition

1. The Consultative Committee will consist of a maximum of 15 representatives.

Initially all members of the Committee are nominated for a period of six months from the date of this charter, after this period an election shall be called for all employee representation. In accordance with the Memorandum Of Understanding Clause 9—Definitions, Unions party to the Agreement will each nominate a representative to the Committee.

2. Any Committee member who ceases to be an employee of the Company, ceases to be on the Committee and Unions/management will elect/appoint a replacement as appropriate. Re-election of the Unions' representatives will be determined by the Unions. In addition, both Unions' officials and appropriate management officers may be involved by their representatives to attend meetings and address issues as agreed by the Committee.

3. The appointment of management representatives will be determined by management and the appointment of Unions' representatives will be determined by the Unions. All Unions' representatives shall be employees of the enterprise concerned.

4. In the determination of Unions' representatives on the Committee, Union(s) shall give consideration to—

- the make-up of the workforce in particular the proportion of women, migrants and juniors;
- the size of the workforce;
- the number of distinct operations at the workplace;
- shift arrangements;
- the corporate structure;
- other existing consultative mechanisms.

5. Considering the size and scope of the Country Distribution Depots, the number of Consultative Committee shall be determined by the Steering Committee. Should more than one Committee be established, the Steering Committee shall ensure a co-ordinated approach.

6. The Committee, once established, may invite persons to attend specific meetings.

Terms of Office

All members appointed to the Committee shall hold office for a period of six months subject to Clause 1 composition, and thereafter for a period of twelve months.

Meetings

The Committee will endeavour to meet as required during paid time in normal working hours.

Quorum

Comprising of seven representatives of which one is from Management and three are Union Representatives.

Chairperson

The chair will be elected by the Consultative Committee.

Secretary

A Secretary shall be appointed for the purposes of recording minutes, preparation and distribution of agendas and other administrative duties. The administrative requirements of this position shall be provided by the employer.

Agenda

All members of the Committee may submit items. A Union representative, a management representative and the Secretary shall meet at least one week prior to each meeting to formulate the agenda and circulate it together with all relevant written information and documents, where frequency of meetings permits.

Minutes

The Secretary to take the minutes and type. The minutes will be distributed as quickly as possible. A copy of the

minutes will be sent to the Steering Committee members. This minutes will be formally accepted at the next meeting of the Committee.

Facilities and Rights of Representatives

It is agreed that representatives should have the following facilities and rights—

- time off to canvass the views of the membership and to prepare items for the agenda; to prepare for the consultative meeting as representatives; and to report back to members on the Committee meeting;
- all time spend in meetings, preparing for meetings and reporting back to members about the Consultative Committee meeting, shall be treated and paid for as time worked;
- facilities such as a meeting room, telephone, photocopier and typing facilities should be made available as needed;
- all representatives and potential representatives should attend relevant training courses;
- any representative will not be discriminated against by the employer or treated unfairly because of being a member of the Consultative Committee or having an interest in the Consultative Committee.

Responsibilities of Committee Members

All Committee Members have the following responsibilities—

- to attend all meetings and to give serious consideration to all matters raised;
- to represent the views of their constituents.

Confidentiality and Information Sharing

It is recognised that management will be unable to provide certain information, due to the fact that the information could compromise the competitiveness of the Company.

Management and Unions agree to make every effort to make available as much information as possible for the effective resolution of problems and for the genuine participation of representatives in decisions. All Committee Members to sign a Confidentiality Agreement.

Training

All members of the Committee are entitled to extra training to ensure they are able to represent their members and fully participate in the consultative committee.

APPENDIX C

KEY PERFORMANCE INDICATORS

The parties to this Agreement are committed to the development of Key Performance Indicators, the purpose of which is to—

- create an awareness of productivity within the organisation by providing a focus on existing activities;
- establish a profile of existing performance from which to plan for an improvement in performance;
- provide a tool for the ongoing continuation of the productivity improvement process as part of the SQP programme;
- provide an ongoing mechanism for the monitoring, analysis and evaluation of changes introduced; and
- provide a fair and equitable way of measuring the contribution of employees to productivity improvement within PB Foods Ltd Country Distribution Depots in order to quantify productivity based wage increases, consistent with the principles of Enterprise Bargaining.

DEVELOPMENT OF KPI'S

KPI's will be developed as part of the SQP programme. The SQP Consultative Committee will develop a matrix of KPI's from which specific KPI's will be selected to provide for the measurement of annual productivity payments. Further the SQP Consultative Committee will take the responsibility for the collecting of KPI data, the monitoring of KPI's and the review of the effectiveness of the KPI as requested.

APPENDIX D
EQUAL EMPLOYMENT OPPORTUNITY
AND AFFIRMATIVE ACTION PROGRAMME

PB Foods Ltd is an Equal Employment Opportunity and Affirmative Action programme will operate on the principle of recruitment and promotion by merit. This will involve giving people in the workplace the opportunity to compete equally for jobs and to have equal access to training and promotion at all levels, limited only by their skills experience and qualifications.

1. PB Foods Ltd is committed to an objective of equal opportunity in employment and affirmative action is the way to achieve it.

2. The principles of Equal Employment Opportunity and Affirmative Action (EEO) for Women will apply to all employment practices, including recruitment, promotion, acting appointments, transfers, training, staff development, conditions of employment and termination of employment.

3. PB Foods Ltd is opposed to all forms of discrimination whether direct or indirect. discrimination is taken by PB Foods Ltd to mean denying people equal treatment in employment on grounds which are not based on inherent job requirements.

4. PB Foods Ltd believes that the requirements for any job must be carefully defined so that people are not excluded from consideration or disadvantaged by the application of irrelevant criteria.

5. PB Foods Ltd is committed to taking positive steps by means of an Equal Employment Opportunity/Affirmative Action programme to relieve the effect of possible past discrimination and to ensure that all current and future employees may have equal employment opportunities in keeping with the principle of appointment and advancement by merit.

6. PB Foods Ltd has appointed an Equal Employment Opportunity/Affirmative Action Coordinator and an Equal Employment Opportunity/Affirmative Action Officer to ensure the implementation of this policy and to design and co-ordinate an Equal Employment Opportunity/Affirmative Action programme.

7. PB Foods Ltd undertakes to inform all employees and in particular supervisory staff, of the Equal Employment Opportunity/Affirmative Action policy and of the resources available to assist in its implementation.

8. PB Foods Ltd will monitor and evaluate the success of this program on a regular basis and the programme will be revised as and when necessary.

9. PB Foods Ltd stresses that it regards the issue of Equal Employment Opportunity/Affirmative Action (EEO for Women) as an important procedure and expects all management and supervisory staff to be responsible for ensuring the successful implementation of this policy and of the Equal Employment Opportunity/Affirmative Action programme.

10. PB Foods Ltd will make every effort to resolve disputes and grievances related to Equal Employment Opportunity/Affirmative Action.

11. PB Foods Ltd believes that Equal Employment Opportunity/Affirmative Action (EEO for Women) can be achieved with the support and co-operation of management, Unions and employees.

GENERAL MANAGER
PB FOODS LTD

**R.A.C. GLASS AND SECURITY SERVICES PTY LTD
ENTERPRISE BARGAINING AGREEMENT.
AG 185 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

R.A.C. Glass and Security Services Pty Ltd
and

The Western Australian Builders' Labourers, Painters and
Plasterers Union of Workers, WA.
AG 185 of 1998.

R.A.C. Glass and Security Services Pty Ltd
Enterprise Bargaining Agreement.

COMMISSIONER S J KENNER.

24 November 1998.

Order.

HAVING heard Ms A Young as agent on behalf of the applicant and Ms J Harrison as agent on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the R.A.C. Glass and Security Services Pty Ltd Enterprise Bargaining Agreement 1998 as filed in the Commission on 16 September 1998 be and is hereby registered as an industrial agreement.

(Sgd.) S.J. KENNER,

[L.S.]

Commissioner.

R.A.C. GLASS and SECURITY SERVICES PTY LTD
ENTERPRISE BARGAINING
AGREEMENT
1998

1.—TITLE

This Agreement shall be known as the R.A.C. Glass and Security Services Pty Ltd Enterprise Bargaining Agreement No. AG 185 of 1998.

2.—ARRANGEMENT

| CLAUSE | SUBJECT MATTER |
|--------|---|
| 1 | TITLE |
| 2 | ARRANGEMENT |
| 3 | PARTIES BOUND |
| 4 | APPLICATION |
| 5 | COMMENCEMENT and DURATION OF AGREEMENT |
| 6 | RELATIONSHIP TO AWARD/WORKPLACE AGREEMENT |
| 6.1 | Award |
| 7 | RATES OF PAY |
| 7.1 | Ordinary Rate of Pay |
| 7.2 | Overtime |
| 7.3 | Public Holidays |
| 7.4 | Shift Allowance |
| 7.5 | Standby |
| 7.6 | Recall to Work |
| 8 | PAY PERIOD and METHOD |
| 9 | HOURS OF WORK |
| 10 | ROSTERED DAYS OFF |
| 11 | MEAL BREAKS and PAYMENTS |
| 12 | SICK (PERSONAL) LEAVE |
| 13 | CARER'S LEAVE |
| 14 | ANNUAL LEAVE |
| 15 | BEREAVEMENT/COMPASSIONATE LEAVE |
| 16 | PUBLIC HOLIDAYS |
| 17 | PARENTAL LEAVE |
| 18 | LONG SERVICE LEAVE |
| 19 | RESOLUTION OF DISPUTES |
| 20 | OCCUPATIONAL HEALTH, SAFETY and WELFARE |
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- 22 DUTIES
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- 31 SUPERANNUATION
- 32 ACCRUED ENTITLEMENTS
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- 34 NO EXTRA CLAIMS
- 35 SIGNATORIES TO AGREEMENT
- APPENDIX "A" DRUG & ALCOHOL POLICY

3.—PARTIES BOUND

This is an Agreement between R.A.C. Glass and Security Services Pty Ltd ("the Company") and the Western Australian Builders Labourers, Painters and Plasterers Union of Workers ("the Union").

4.—APPLICATION

This Agreement shall be binding upon the Company, the Union and its officers and members and any persons who are eligible to be members of the Union employed by the Company on work covered by the terms of the *Building Trades (Construction) Award 1987 No. 14 of 1978* and the *Building Trades (General) Award No. 31 of 1966* ("the Award"). There are approximately 10 employees covered by this Agreement.

5.—COMMENCEMENT AND DURATION OF AGREEMENT

5.1 This Agreement commences on the date that it is signed provided however, that unless otherwise stipulated herein the provisions shall be operative on and from 30 June 1998 and remain in operation until 30 June 2000.

5.2 Regardless of the expiry date of this agreement, the terms of this agreement shall continue to apply to the Company until a replacement agreement is made.

6.—RELATIONSHIP TO AWARD

This Agreement shall be read and interpreted wholly in conjunction with the appropriate Award, as amended from time to time, provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

7.—RATES OF PAY

7.1 ORDINARY RATE OF PAY

| | | |
|--|-------------|-------------|
| | 1 JULY 1998 | 1 JULY 1999 |
|--|-------------|-------------|

- | | | | |
|-------|-----------|-------------------|-------------------|
| 7.1.1 | Glazier: | \$591.61/per week | \$615.28/per week |
| | Carpenter | \$543.72/per week | \$565.47/per week |

7.1.2 The ordinary rates of pay are in lieu of all Award penalties and allowances not specified in this Agreement, other than allowances prescribed in the Special Rates and Provisions and Distant Work Clauses of the Awards and if applicable, leading hand, location, multi-storey and travelling allowances.

7.1.3 The ordinary rates of pay are for a 38-hour week to be worked in accordance with Clause 9 of this Agreement.

7.2 OVERTIME

Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter. All time worked on Sundays and after 12.00noon on a Saturday shall be paid at the rate of double time.

7.3 PUBLIC HOLIDAYS

All work performed on a Public Holiday as defined in Clause 16 of this Agreement, shall be paid for at the rate of treble time.

7.4 SHIFT ALLOWANCE

- 7.4.1 Whilst working shift work a penalty allowance of 25% will apply.
- 7.4.2 The shift penalty allowance applies between 4.00 pm to 12.00 am, Monday to Friday inclusive.
- 7.4.3 Any work in excess of shift hours, Monday to Friday, other than Public Holidays, shall be paid for at overtime rates as specified in the Award.

7.5 STANDBY

An allowance of two (2) hours at the ordinary rate of pay will be paid to employees on standby on any Saturday, Sunday or Public Holiday.

7.6 RECALL TO WORK

- 7.6.1 If after completing the ordinary hours of work, an employee is recalled to work, he/she shall be paid a minimum of two hours work at double the current ordinary rate of pay for each recall to work.
- 7.6.2 Except in the case of unforeseen circumstances, an employee shall not be required to work the full two hours if the job is completed within a shorter period.

8.—PAY PERIOD AND METHOD

8.1 Pay period shall be fortnightly.

8.2 Pay will be made by means of a credit transfer to an account in the employee's name at a bank, building society or credit union nominated by the employee.

9.—HOURS OF WORK

9.1 The ordinary working hours will average 38 hours per week and shall be worked over a 20 day four-week cycle, Monday to Friday inclusive, with 19 days of eight hours each, between the hours of 7.00am and 6.00pm, with 0.4 of one hour on each day worked accruing as an entitlement to take a day off as per clause 10.3 of this Agreement.

9.2 Overtime is all time worked on weekends and/or in excess of eight hours per day Monday to Friday inclusive.

10.—ROSTERED DAYS OFF

10.1 Employees are entitled to earn a Rostered Day Off (7.6 hours) for each 4-week cycle.

10.2 Rostered Days Off do not accumulate during periods of annual leave or unpaid leave.

10.3 Rostered Days Off are to be taken as per the roster published annually after consultation between the Building Industry parties.

10.4 If a Rostered Day Off is worked, then time off equivalent to the time worked may be taken at a mutually agreed time. However, if an employee chooses to be paid for the time worked he/she shall be paid one and a half times for the first two (2) hours and double time thereafter.

11.—MEAL BREAKS AND PAYMENTS

11.1 Employees will not be permitted to work more than 5 hours without an unpaid meal break of 30 minutes.

11.2 If an employee is required to work overtime for at least one and a half hours after working ordinary hours as presented in 7.4, he/she shall be paid an amount of \$7.70 to meet the cost of a meal.

11.3 A morning tea break of ten (10) minutes is allowed.

12.—SICK (PERSONAL) LEAVE

12.1 For the term of this Agreement sick (personal) leave shall accrue pro-rata on a weekly basis (1.4615 hours per week) to a maximum of ten (10) DAYS.

12.2 Sick leave, not taken in any year accumulates to a total not exceeding 52 working weeks.

12.3 Medical evidence of illness or injury is to be provided when requested or in any case where an absence extends for two (2) or more consecutive days.

12.4 Accumulated sick leave entitlements as at the date of signing this Agreement will be carried into this Agreement.

13.—CARER'S LEAVE

13.1 An employee with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to 5 days per annum of their personal leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

13.2 The entitlement to use personal leave is subject to the employee being responsible for the care of the person concerned.

13.3 The employee must, if required by the employer, establish by production of a medical certificate or statutory

declaration, the illness of the person concerned and that the illness is such as to require care by another.

13.4 In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

13.5 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

13.6 Each day or part of a day of carer's leave taken in accordance with sub-clause 13.1 is to be deducted from the quantum of personal leave provided in Clause 12 of this document up to a maximum of 5 days per annum.

13.7 An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal leave entitlement. An exception to this is where an employee has already taken 5 days carer's leave in the current year.

13.8 An employee may elect, with consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

14.—ANNUAL LEAVE

14.1 Annual leave shall accrue on a weekly basis to a maximum of 4 weeks (152 hours).

14.2 Annual leave will be rostered and must be taken in the year after it accrues.

14.3 Wherever possible annual leave is to be taken at a mutually agreed time. If an agreed time cannot be achieved the Company can direct employees to take annual leave, subject to an employee exercising his/her rights under Clause 19.

14.4 Annual leave will not accrue during periods of unpaid leave.

14.5 In the event of an employee being confined to the place of residence or a hospital as result of personal ill health or injury for a period of seven consecutive days or more, and the employee produces a certificate from a registered medical practitioner stating that the employee was so confined, the employee can apply for that period of confinement to be taken as sick leave.

Replacement of paid annual leave by paid sick leave must not exceed the amount of sick leave the employee is entitled to at the time the employee went on annual leave. Replacement of Annual Leave will be taken at a time mutually agreed between employer and employee.

Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken and any applicable annual leave loading previously received must be repaid.

14.6 Employees may by agreement elect to have accrued annual leave in excess of twenty (20) days paid out.

Payment for leave in excess of twenty (20) days shall occur once in the life of the Agreement. Employees who request such payments must indicate their intentions in writing to the Payroll Office after discussing the matter with their departmental manager.

The associated leave loading will also be paid, and the appropriate marginal rate of taxation will be applied to the payment.

15.—BEREAVEMENT/COMPASSIONATE LEAVE

15.1 All employees shall be entitled to 4 days paid bereavement/compassionate leave in the event of death and/or serious illness of a family member.

15.2 The definition of family member is as per the Award (Clause 25) and includes an employee's grandparent.

15.3 The employee may be required to produce documentary evidence relating to the death and/or serious illness of the family member.

15.4 This leave is not cumulative.

16.—PUBLIC HOLIDAYS

16.1 The Public Holidays are: New Years Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Queens Birthday, Christmas Day and Boxing Day.

16.2 Where a public holiday is not worked an employee will be paid his/her normal rostered shift.

17.—PARENTAL LEAVE

17.1 After fifty-two (52) consecutive weeks of service with the Company an employee shall be entitled to a maximum of fifty-two weeks unpaid parental leave following the birth or adoption of a child.

17.2 An employee shall provide the Company with a statutory declaration, notifying the particulars of parental leave taken.

17.3 When returning to work, an employee will either be given his/her previous position held immediately prior to parental leave, or if that is not available, a comparable position within the limits of the employees skills, competence and training that is comparable in pay and status to the former position.

17.4 A four (4) week minimum notice of intention to return to work must be given by the employee.

18.—LONG SERVICE LEAVE

Employees are entitled to Long Service Leave under the *Long Service Leave Act No 44 of 1958* or the *Construction Industry Portable Paid Long Service Leave Act of 1985*, which ever is applicable. These Acts provide 13 weeks leave with pay after 15 years employment. If an employee leaves the industry after ten (10) years, payment is pro-rata.

19.—RESOLUTION OF DISPUTES

19.1 The following provisions shall apply to questions, issues or disputes arising regarding the meaning or effect of this Agreement.

19.2 Any grievance or dispute arising within the Company shall be settled in the following manner, with the general expectation being that steps 19.2.1 to 19.2.4 would be concluded within seven working days

19.2.1 As soon as is practicable after the grievance or claim has arisen, the employee concerned will take the matter up with their immediate supervisor, affording them the opportunity to remedy the cause of the grievance or claim.

19.2.2 If the matter is unresolved within 24 hours it will be referred to the Company's Manager.

19.2.3 Where any such attempt at settlement has failed, the Group Human Resource Manager shall pursue the matter further in conjunction with the Company's Manager.

19.2.4 If the question or dispute is not resolved by (19.2.3) above, and the employee so requests, a meeting will be convened between the Group Human Resources Manager and a representative of the union; and

19.2.5 If the question or dispute is still not resolved by (19.2.4) above, either party may refer all or any of the matters to the Western Australia Industrial Relations Commission for conciliation and/or arbitration.

19.3 At all times whilst a question or dispute is being resolved in accordance with this clause, normal work will continue.

19.4 All levels of management will be committed to an open door policy which will be practised so that any employee can take up their concern at a higher level if they cannot resolve it without their own supervisor or manager.

20.—OCCUPATIONAL HEALTH, SAFETY AND WELFARE

20.1 Employees shall adhere to the occupational health, safety and welfare practices adopted as/or when implemented by the Company from time to time.

20.2 Where an employee is supplied with protective equipment and/or material he/she is required to wear or use it in such a way as to achieve the purpose for which it is supplied.

20.3 If, in the event of an accident, it is found an employee failed to comply with the requirements of this provision in

20.1 and 20.2, that employee may not be covered by the Company's employer's workers compensation insurance.

20.4 Failure to comply with this provision in 20.1 and 20.2 can be a basis for disciplinary action.

20.5 In particular, employees will adhere to the Company Drug and Alcohol Policy, a copy of which is attached as Appendix "A".

21.—ACCIDENT AND SICKNESS POLICY

Twenty-four (24) hour accident insurance cover to ensure salary continuance in the event of either an accident or sickness is available to employees who wish to obtain such coverage. The wage rates provided for in this Agreement, include a component in lieu of an accident and sickness policy allowance, which employees may wish to apply towards obtaining this type of insurance should they so wish. In the event they so choose, the wage rate will be reduced accordingly and the Company shall arrange for the insurance cover in line with the A.C.T.U. insurance coverage.

22.—DUTIES

22.1 An employee is required to perform any duties that are within the limits of his/her skills, competence and training and use such equipment as may be required; provided appropriate training has been undertaken.

22.2 A job description detailing an employee's responsibilities, service and work requirement is to be read in conjunction with this Agreement.

23.—PROBATIONARY PERIOD

All new employees of the Company will be employed subject to an agreed probation period, providing that the period of probation will not exceed three (3) months.

Upon completion of the agreed probation period, and subject to the satisfactory completion of the probation period, the employee will be confirmed in the occupied position as a permanent employee.

Where the Company decides to cease the person's employment during the probation period, or at the completion of the probation period, the Company will provide the reasons for the decision in writing to the individual and allow the individual an opportunity to meet with the Company to discuss the reasons for dismissal.

The Company is committed to not using the probationary period as a simple process to dismiss employees after three months, but rather as a means of assessing a new employee and making an informed decision regarding ongoing employment.

24.—REDUNDANCY

The employer is committed to maintaining its existing workplace, and all steps shall be taken to retain employees in the Company prior to any final decision to effect redundancy.

24.1 Where an employee is terminated due to genuine redundancy they shall receive—

- 24.1.1 Eight weeks notice or (part) payment in lieu;
- 24.1.2 Three weeks pay per year or service (pro rata for part years);
- 24.1.3 Any outstanding entitlements

A maximum payment of 75 weeks at ordinary rate salary shall apply to 24.1.1 – 24.1.3

24.2 In the event of a position becoming redundant, the Company will apply the following criteria to select those affected by the decision—

- skills;
- flexibility;
- commitment;
- teamwork;
- attitude;
- past performance;
- retraining aptitude;
- career direction; and
- length of service.

25.—TERMINATION

25.1 NOTICE OF TERMINATION BY THE EMPLOYER

25.1.1 In order to terminate the employment of an employee for reasons other than redundancy, an employer shall give to the employee the following notice

| Period of Continuous Service | Period of Notice |
|------------------------------|------------------|
| 4 or more years | 4 weeks |
| 3 – 4 years | 3 weeks |
| Less than 2 years | 2 weeks |

25.2 Payment in lieu of the prescribed notice shall be made if the appropriate notice is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

25.3 Provided that, in the case of serious misconduct, an employer may terminate the employment of an employee without liability to pay for more than time actually worked.

25.4 NOTICE OF TERMINATION BY THE EMPLOYEE

25.4.1 Irrespective of the period of employment, an employee shall give the employer at least one week's notice of termination of employment.

25.4.2 If an employee leaves without giving and working out one weeks notice, the employee shall forfeit an amount equal to wages in respect of a period equal to that part of the notice which has not been worked.

25.5 STATEMENT OF EMPLOYMENT

A statement of service shall be given by the employer if requested by the employee.

26.—UNIFORMS

26.1 The Company will supply uniforms free of charge or reimburse employees for approved purchases.

26.1.1 The uniforms are as follows—

To be replaced annually by the Company—

- 3 short sleeve T-shirts
- 2 long sleeve T-shirts
- 3 pairs of Trousers or shorts

To be replaced as and when need arises by the Company—

- 1 windcheater
- 1 bomber jacket
- 1 raincoat
- 1 pair of safety boots

26.2 The uniforms shall remain the property of the Company.

26.3 Employees shall be responsible for the maintenance and cleanliness of the uniforms for which the Company will pay an allowance to be included in the fortnightly rate of pay.

26.4 On termination of employment an employee shall return to the Company all uniforms issued. Any disagreement over the return of goods and monies shall be dealt with by the parties to the Agreement.

27.—DRIVER'S LICENCE

27.1 An employee shall be a holder of a current Western Australian "A" class driver's licence.

27.2 Should an employee lose his/her current Western Australian "A" class driver's licence by suspension or disqualification the employee can be dismissed or stood down without pay if unable to carry out normal work duties and no satisfactory arrangement for alternative work can be agreed with the Company.

28.—COMPANY VEHICLES

28.1 Company vehicles are to be used for the Company's work only, unless written permission is obtained.

28.2 If, during unauthorised use, a company vehicle is damaged and/or stolen then the employee will be liable for all costs incurred.

28.3 The company vehicle must be driven in an orderly manner at all times.

28.4 An employee is responsible for paying any traffic infringements incurred whilst he/she is driving and/or in charge

of the company's vehicle unless extenuating circumstances exist.

28.5 An employee is responsible for keeping the allocated company vehicle in a clean and presentable condition at all times. Failure to comply can result in disciplinary action being taken.

28.6 If any mechanical defects, electrical faults or body damage to the allocated company vehicle, occurs or arises, the employee must advise the Company as soon as possible. Failure to do so, may result in the employee being stood down without pay, whilst the company vehicle is being repaired.

29.—TRAINING

29.1 A training committee which includes employee representatives shall be established to assist with the implementation of an agreed training process.

29.2 The Company shall develop a training programme in consultation with the training committee consistent with—

- (a) the current and future skill needs of the Company;
- (b) the size, structure and nature of the operations of the Company; and
- (c) CTA recognised and accredited courses.

29.3 The Company shall be liable to any course costs and additional expenses associated with an employee's attendance at a course including course fees, course books and materials, and payment of ordinary time earnings for such absence.

29.4 Access to training shall be equitably and fairly distributed, in line with parameters established by the training committee.

29.5 Leave of absence granted pursuant to this clause shall count as services for all purposes of this Agreement.

30.—PERFORMANCE ASSESSMENT

Performance will be assessed by the result areas detailed in an employee's Job Description to ensure a high standard of service to clients and to actively promote efficiency and productivity for the overall benefit of the workplace. The process involved in assessing performance in accordance with the company's policy is detailed in the Human Resources Manual.

31.—SUPERANNUATION

"Contributions shall be paid into a superannuation fund or scheme, nominated by the employee, in accordance with the *Superannuation Guarantee (Administration) Act 1992*. The governing rules of the Fund shall allow contributions to be made by or in respect of the employee who has nominated the Fund.

The company shall notify the employee that they may nominate a superannuation fund. If the employee does not nominate a fund or scheme, or until they do nominate a fund, superannuation contributions shall be paid into the UTC Retirement Plan.

The company and the employee are bound by the employee's choice of fund unless there is agreement between them to change the fund. The company shall not unreasonably refuse to agree to a change of fund.

New employees will be given a superannuation fund explanatory document on commencement of employment."

32.—ACCRUED ENTITLEMENTS

32.1 Any accrued entitlements for annual leave shall be preserved.

32.2 For the purpose of the Agreement the commencement date of continuous service shall be the date to be used in calculating the value of any benefits; dependent upon length of service.

33.—CONFIDENTIALITY

Employees will not divulge any details relating to any trade, professional and like information or details about the business, gained during the course of employment without the permission or authority of the Company.

34.—NO EXTRA CLAIMS

The union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

35.—SCHEDULE ONE—SIGNATURE

EMPLOYER'S SIGNATURE—

Signature: Indecipherable 16/9/98

Signature on behalf of Date

R.A.C. GLASS and SECURITY SERVICES PTY LTD

(A.C.N. 009 291 963)

KEITH PAUL CHILVERS

Name of person authorised to sign (print)

Address: 228 Adelaide Tce, Perth WA 6000

Telephone: 9421 4371

Facsimile: 9421 4502

UNION'S SIGNATURE—

Signature: Indecipherable Date: 15/9/98

KEVIN NOEL REYNOLDS Date: 15/9/98

Name (Print) Date

27 Moore Street, East Perth WA 6004

Address (include Post code)

APPENDIX "A"

DRUG AND ALCOHOL POLICY

The R.A.C. recognises the health and safety risks associated with the use of illicit drugs and the abuse of alcohol, and is committed to providing a safe, drug-free workplace and maintaining job performance.

Employees must ensure they are not under the influence of alcohol and/or other drugs in the workplace. Employees must ensure that the use of alcohol or drugs outside of work hours does not impact or impair their performance upon their return to work.

Individuals found to be in violation are subject to disciplinary action (up to and including suspension and termination). Individuals may be required to participate in a drug abuse assistance or rehabilitation program as agreed upon between the employee, the employer and where involved the Employee Assistance Program provider.

Supervisors with reasonable cause to believe that one of their staff members performance or conduct is affected by alcohol and/or drugs, should address the matter with the staff member or any of the Human Resource Consultants.

In support of this policy—

- R.A.C. recognises drug and alcohol dependency as treatable conditions and encourages employees to seek assistance for drug and alcohol related problems;
- Information kits outlining drug related problems in the workplace and the community support services are available from Human Resources;
- The induction course material advises employees of their responsibility to maintain a drug free workplace;
- Inrad services can be contacted directly for information about drug and/or alcohol problems; individual or family counselling and assistance with drug related problems.

**RIVERTON ENGINEERING ENTERPRISE
BARGAINING AGREEMENT 1998.
No. AG 224 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Industrial Galvanisers Pty Ltd t/a Riverton Engineering Co
and

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers, Western Australian
Branch.

AG 224 of 1998.

Riverton Engineering Enterprise Bargaining Agreement
1998.

COMMISSIONER S J KENNER.

20 November 1998.

Order.

HAVING heard Ms L Avon-Smith as agent on behalf of the applicant and Mr G Sturman as agent on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Riverton Engineering Enterprise Bargaining Agreement 1998 in the terms of the following schedule be and is registered with effect on and from the 16 October 1998.

(Sgd.) S.J. KENNER,

[L.S.]

Commissioner.

**RIVERTON ENGINEERING CO ENTERPRISE
BARGAINING AGREEMENT 1998**

1.0—TITLE

This arrangement shall be known as the Riverton Engineering Enterprise Bargaining Agreement 1998.

2.0—ARRANGEMENT

1. Title
2. Arrangement
3. Introduction
4. Area and Scope
5. Incidence and Parties Bound
6. Period of Operation and Review
7. Relationship to Parent Award
8. Aims and Objectives
9. Strategies for Achieving Aims
10. Work Practices and Employment Conditions
11. Dispute Resolution Procedure
12. No Extra Claims
13. Travel Insurance
14. Protective Clothing
15. Flexibility
16. Smoke Free Environment
17. Employee of the Month
18. Attendance Bonus
19. Wage Increases
20. Productivity Bonus

3.0—INTRODUCTION

This agreement is a reflection of the commitment and consensus approach to workplace relations exhibited by the parties in recent years. Riverton Engineering and its employees are aware of the competitive pressures facing the pole industry today, hence the need to enhance productivity, flexibility and efficiency at the work place in order to ensure the future viability of operations. Recognition of the need to increase competitiveness is an underlying aspect of the Agreement and Riverton Engineering acknowledges the necessity to reward employees for genuine effective increases in productivity and flexibility.

4.0—AREA AND SCOPE

This agreement shall apply to approximately 40 employees employed at the operations of Riverton Engineering engaged in the classifications specified in Clause 19 – Wage Increases hereof.

This agreement shall replace the existing EBA No. AG242 of 1996.

5.0—INCIDENCE AND PARTIES BOUND

1. This agreement shall apply to, and be binding upon, Riverton Engineering and its Kenwick operations and all those employees of the Company employed therein under the classifications set out in Clause 19—Wage Increases hereof who are, or eligible to be, members of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch (hereinafter referred to as AFMEPKIU)

2. For the purposes of the Agreement the operations of Riverton Engineering shall be deemed to be “The Enterprise”.

3. Parties to this Agreement are—

- a) Industrial Galvanisers Pty Ltd, trading as Riverton Engineering.
- b) The AFMEPKIU.

6.0—PERIOD OF OPERATIONS AND REVIEW

1. This agreement shall operate from the commencement of the first pay period beginning on or after the 1st September 1998 until 31st August 2000.

2. The Consultative Committee referred to in Clause 9—Strategies for Achieving Aims will begin the process of reviewing this agreement three months prior to its expiry.

3. In conducting a review of this Agreement the Consultative Committee shall assess achievements and gains in productivity and efficiency during its term of operation.

4. The parties may apply to cancel this Agreement with effect from 31st August, 2000 and, subject to the outcome of the review process required under this Clause, make application for a replacement document.

7.0—RELATIONSHIP TO PARENT AWARD

1. This Agreement shall be read and interpreted wholly in conjunction with the Metal Trades (General) Award No. 13 of 1965.

2. Where there is any inconsistency between this Agreement and the Award hereof, the terms and provisions of this Agreement shall prevail to the extent of such inconsistency.

8.0—AIMS AND OBJECTIVES

1. Riverton Engineering aims to ensure the continued and long-term viability of its operation, thus providing job security for its employees. It also intends to provide a quality and committed service to the metal fabrication industry and to be the preferred suppliers of lamp posts and associated poles to clients in the industry. The parties to this Agreement recognise that this goal requires mutual commitment to develop and enact a process of productivity and efficiency enhancement within the enterprise.

2. To facilitate achievement of their aims, the parties agree to pursue the following objectives—

- a) To have a well-trained, dedicated, motivated and highly competent workforce and management team.
- b) To continually improve safety in the workplace and personal awareness of safety and correct procedures to reduce time lost through injuries and medical treatment.
- c) To equal or improve quality standard required by clients, with substantial reductions in re-working and repairing each project.
- d) To encourage an attitude of consensus and agreement based on consultation and negotiation in the workplace.
- e) To foster improvements in productivity and efficiency at the workplace to the benefit of the enterprise, its employees and clients.
- f) To promote flexible and adaptive work practices by removing demarcation barriers and artificial

manning levels, as well as encourage self-supervision and initiative of employees.

- g) To provide a workplace which is flexible and capable of supporting volatile volume patterns.
- h) To provide an opportunity for employees to materialise efficiencies and enjoy the reward from these gains.
- i) To provide a work environment that continually aspires to change to be operating at World Best Standards.

9.0—STRATEGIES FOR ACHIEVING AIMS

1. To achieve the objectives of this Agreement the parties agree to establish and maintain a Consultative Committee consisting of equal numbers of employer and employee representatives.

2. The parties agree that the Committee will have the following responsibilities and aims—

- a) To monitor the progress of productivity and efficiency initiatives resulting from the application of this Agreement and to evaluate proposals offering potential productivity and/or flexibility enhancements.
- b) To conduct on-going discussions on a six weekly basis in regard to productivity, work practices, management/employee relations and other matters aimed generally at improving operations of the enterprise.
- c) To effectively utilise intellectual resources, skills and experience of members of the general workforce.
- d) To represent and consider the interests of both employees and management in rational discussions.
- e) To evaluate and select the Employee of the month.
- f) To assist management in devising lateral concepts and work practices that support World Best Standard.

10.—WORK PRACTICES AND EMPLOYMENT CONDITIONS

The following strategies have been established in regard to the proposed aims and objectives of the parties to form the basis of entitlement to the wage increases specified in Clause 15—Wage Increases of this Agreement.

1. Sick Leave/Absenteeism

- a) The parties to this Agreement recognise that the continued viability of Riverton Engineering is dependent on commitment by workforce and management to the enterprise. Wherever possible, all employees will therefore reduce days taken through absence and sickness.
- b) It is agreed by the parties that the entitlement to sick leave does not apply to an employee who fails to produce a certificate from a medical practitioner, dated at the time of the absence, or who fails to supply such other proof of illness or injury as management may reasonably require, provided that an employee shall only be required to produce a certification from a medical practitioner with respect to absences of two days or less, if after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year, if any, shall be accompanied by such certificate.
- c) In order to simplify the application of the requirement for a doctor's certificate, the parties agree that the counting of sick leave taken by administration from 1st July to 20th June in the following year.
- d) The parties will develop, at the enterprise level, a system which will encourage a reduction in absenteeism during the life of this Agreement.

2. Hours of work—

The daily work schedule of ordinary hours shall be—

Monday – Thursday:

6:00am : Commencement of work to be preceded by a siren at 5:55am signaling a move to the workplace.

9:00am – 9:10am : Smoko break.
11:00pm – 11:30pm : Lunch break, unpaid. By agreement, five minutes have been moved from the Award specified lunch period of 30 minutes

1:30pm – 1:40pm : Smoko break.
2:30pm : Completion of ordinary hours.

Friday:

6:00am : Commencement of work.
9:00am – 9:10am : Smoko break.
12:00pm : Completion of ordinary hours.

Second Shift

2.30pm : Commencement of work.
5.30pm – 5.40pm : Smoko break.
7.30pm – 8.00pm : Meal break.
10:00pm – 10:10pm : Smoko break.
11.00pm : Completion of Second Shift hours.

Friday:

12.00pm : Commencement of work.
3:00pm – 3:10pm : Smoko break.
6:00pm : Completion of Second Shift hours.

Weekend Work on an as required basis.

- b) Prior to finishing a work-day, employees shall be allowed a maximum of five minutes for the purpose of securing tools and cleaning up the workplace.
 - c) Any hours worked in excess of those scheduled for Monday to Friday shall be paid at overtime rates.
- 3) Workforce Flexibility—

a) In the interests of developing a more highly-skilled and flexible workforce and to remove restrictive demarcation barriers, employees shall carry out duties and directions within the scope of their skill and capabilities, ensuring at all time that safety and quality requirements of the job are maintained.

b) Staff Assistance to Wages Employees—

Where practicable, engineering, commissioning and supervisory staff may use tools when carrying out inspections, testing equipment, instructing or training employees, provided that such action does not attempt to replace jobs of employees covered by this Agreement.

c) Overtime

- 1) At the direction of management employees are required, when necessary, to work reasonable overtime.
- 2) Any dispute arising over the application or allocation of overtime shall be referred to the Consultative Committee.

d) Self Supervision

i) In keeping with the over-all objectives of the parties, as a reflection of the Riverton Engineering's faith in the ability and dedication of its employees, it is a fundamental aim of this Agreement to promote the concept of self supervision within it's workforce.

ii) Employees will be encouraged to use initiative and self discipline to ensure their work is completed with minimum supervision. They shall also be encouraged to contribute ideas for productivity and efficiency enhancements and to participate in decision making processes via the Consultative Committee, as well as through suggestion boxes and direct communication with management.

iii) At all times employees should share with management a sense of responsibility for safety and quality of work in the workplace. A culture of dual commitment and responsibility is

essential for the long term viability of the operations of Riverton Engineering and for optimal job satisfaction and personal development.

e) Casual Employees—

- i) From time to time casual employees will be used to alleviate shortfalls in the permanent workforce of the Enterprise. An employee engaged as a casual will be notified in writing of his/her casual status at the time of engagement.
- ii) For the purposes of this Agreement, an employee shall be deemed to be casual if the expected term of employment is less than four months.
- iii) The period of notice for a casual employee shall be one hour.
- iv) In all other respects the terms of casual employment shall be in accordance with those prescribed by the Metal Trades (General) Award No. 13 of 1965.
- v) After four months of continuous employment at the Enterprise, an employee shall become permanent unless otherwise agreed in writing prior to commencement of tenure.

f) Workload Fluctuations—

- i) In an effort to enhance flexibility and efficiency of operations at the Enterprise, a number of avenues have been identified by which fluctuations in workload can be improved in order to minimise any necessary reductions in the workforce. These are—
 - Reduction of overtime.
 - The taking of annual leave.
- ii) In order that annual leave may be used as a mechanism to provide flexibility, as well as a break for employees, management and individual employees shall endeavour to schedule annual leave at a time mutually suitable to both parties. Where more than four weeks of annual leave has been accumulated, the employer can require that part, or all, of such excess be taken, provided it is a minimum of one week and as long as prior agreement had not been reached to accumulate leave for special reasons.
- iii) Where prior agreement has been reached it will be confirmed in writing, with a copy kept by the employee and on his/her personal file.

g) Training

Riverton Engineering is committed to helping its employees attain higher levels of skill and competency in areas of benefit to the enterprise. The following have been identified as potential area of focus—

- Technical
- Interpersonal Communications
- Safety
- English
- Job Instructions.
- Quality of Work

g) Lost Time—

In keeping with that stated aim of increasing productivity and efficiency of the enterprise, the parties agree to monitor and evaluate lost time, which refers to the difference between Total House Worked and Productive Hours at the operations. The parties have agreed to assess methods by which lost time can be reduced.

5 Best Practice—

The parties have agreed to assess and implement methods by which 'best practice' techniques involving optimal

flexibility and efficiency may be introduced. Areas of focus include—

a) Workplace Injuries—

- i) The parties agree to develop ways to reduce the occurrence of injuries within the workplace.
- ii) A benchmark and incentive scheme, based on accumulated hours without injury, shall be developed and implemented through a continuous improvement programme in safety, by applying real improvements in workplace protection, safety training and awareness.

b) Electricity Wastage—

A policy is to be developed which will involve employees turning machines on or off at start of work, during meal breaks and at the end of the working day. The cost of lighting and alternative lighting sources will also be investigated.

c) Use of Consumables—

- i) Employees will reduce the levels of consumable used. These include, but are not limited to—
 - Safety glasses
 - Gloves
 - Tools
 - Welding equipment
 - Ear plugs
 - Safety boots
 - Grinding discs
 - Steel markers' electrodes
 - Gas.
- ii) Employees will be encouraged to take responsibility for monitoring and improving levels in consumables used.
- iii) Benchmark targets will be developed, in conjunction with the Consultative Committee, with a view to reducing wastage and over-use of consumables without compromising the safety of employees.

d) Comfort Support

The provision of tea, coffee and sugar will be maintained, providing that sensible utilisation continues.

e) Raw Materials

- i) It has been agreed by the parties that methods of reducing wastage of raw materials will be developed.
- ii) Storage of off-cuts and fabrication aids that can be re-used will be targeted.

f) Workshop Set-Up

- i) The parties agree to develop techniques to improve the organisation and efficiency of the enterprise. Area to be focused upon include, but are not limited to—
 - Cleaning up during the manufacturing process.
 - Maintain and clean individual work environment.
 - Maintain care and due appreciation of company owned tools and equipment.
 - Report equipment failures as they occur.
- ii) The parties will develop a minimum tool list of all hand tools to be carried by trades people in receipt of a tool allowance.

6. Communications—

The parties agree to take steps to improve and enhance communication between management and employees through—

- Tool box talks.
- Management report-back meetings with all employees.
- Monitoring of Committee meetings.

- Suggestion systems.
- Notice boards.
- Newsletters/bulletins.

11.—DISPUTE RESOLUTION PROCEDURE

1. Where a question, dispute or difficulty arises the matter shall be initially discussed and resolved between the immediate supervisor, the employee and, if so desired, his/her Union delegate.

2. If the matter remains unresolved after the process described in Sub-Clause 1 hereof has been followed, the Union delegate shall discuss and attempt to resolve the dispute with the Operations Manager.

3. If still unresolved, the matter shall be referred to a Senior Management Representative and the full-time Union Official. The parties shall then initiate steps to resolve the grievance as soon as possible.

4. While the steps outlined in Sub-Clause 1, 2, and 3 hereof are being followed, industrial action shall not be taken. A minimum of seven days is allowed to undertake discussion as outlined in 1 to 3 to solve the dispute.

5. If, after step 3, the matter is not resolved, either party may refer the matter to the Western Australian Industrial relations Commission.

6. The parties will give each other earliest possible notice of any issue or problem which has the potential of giving rise to a question, dispute or difficulty. All relevant facts will be recorded and clearly identified throughout these procedures.

7. Bans or limitations will not be placed on the performance of work while procedures outlined in this Clause are being followed and all actions shall be in accordance with Safe Working Practice and consistent with established custom and practices of the Enterprise.

12.—NO EXTRA CLAIMS

1. It has been agreed by the parties that there shall not be any extra claims made for the duration of this Agreement.

2. Any application by others to be joined to this Agreement shall be opposed by the parties.

3. The terms of this Agreement will not be used to progress or obtain similar arrangements or benefits in any other Enterprise, whether involving Riverton Engineering or not.

3. The terms of this Agreement have resulted from extensive negotiations relating to productivity enhancements specifically in regard to the Enterprise and cannot be used as a precedent elsewhere.

13.—TRAVEL INSURANCE

From 1st September 1998 Riverton Engineering shall pay journey cover insurance for all employees bound by this Agreement. The provisions will not be less than those available through the AFMEPKIU/TLC insurance arrangements.

14.—PROTECTIVE CLOTHING

1) On engagement and every 12 months thereafter, employees shall be entitled to receive the following—

- a) 1 x pair of boots
- b) 3 x shirts and 3 x pairs of trousers; or
- c) 3 x pairs of overalls.

2) Protective clothing so issued shall be worn at all times during employment with Riverton Engineering and shall not be willfully damaged or abused.

3) Upon request the Company shall supply and have fitted prescription lenses to safety glasses for those employees whose eyesight requires them. Glasses must be purchased through a Company subsidised supplier, to a maximum of \$100.00.

15.—FLEXIBILITY

1) To support changing volumes of the Enterprise, employees will support by providing labour on an as required basis when requested by management.

2) This includes the start up of a second shift or weekend work with "5" working days notice of such by management.

3) Flexibility will involve and not be restricted to the commencement of a second shift, the working at weekends and the general availability of labour for a 7 day per week, 24 hour day operation.

4) A majority of 80% of the employees under this agreement will support flexibility requirements of the Enterprise at the request of management.

5) Shift loading will be 20% for the second night shift.

16.—SMOKE FREE ENVIRONMENT

To support the continued emphasis on developing the Enterprise as a safe and healthy work environment, as of 31/12/98 the Riverton Engineering Kenwick site will become a 'Smoke Free' environment within the legal parameters of the facility.

17.—EMPLOYEE OF THE MONTH

a) The Enterprise will as of January one 1999, commence an "Employee of the Month" award, all members of the Riverton Engineering National operation are eligible.

b) Selection of "Employee of the Month" will be done by members of the consultative committee.

c) Selection criteria will be established by the workshop consultative committee and communicated to all staff prior to programme commencement.

d) Value of the monthly award will be payable in either cash or voucher format.

18.—ATTENDANCE BONUS

The Enterprise is committed to reducing the degree of absenteeism at the work place. To support this, the company will introduce an Attendance Bonus Programme in an effort to reduce the level of absenteeism.

1) All staff at the Enterprise level are to review use of sick leave entitlements and ensure non abuse of such.

2) The Enterprise will pay an \$80.00 monthly attendance bonus, paid monthly, on calendar months.

3) Conditions of entitlement to bonus will be based on current weekly structure—including non payment of bonus if absenteeism occurs during that period.

4) Payment will be on pay cycle within seven days of end of calendar month.

5) Annual holidays if taken through period, will have attendance bonus paid on a prorata basis. Attendance bonus will be paid only for those days worked.

6) Attendance bonus will be forgone during strikes or stop work meetings.

7) Employee's late for work or who leave early will also forgo the Attendance bonus.

19.—WAGE INCREASE

1) In specific acknowledgement of productivity and efficiency enhancements targeted by this Agreement, wage rates of employees shall be increased by 8%. Such increased will be granted in two installments on the dates agreed by the parties set out in Sub-Clause 2 hereof.

2) Wage Structure

| Classification | Current Rate | 4% | 4% |
|----------------|--------------|----------|----------|
| Level | 30.06.98 | 31.12.98 | 31.12.99 |
| C14 | 11.73 | 12.20 | 12.69 |
| C13 | 12.14 | 12.63 | 13.13 |
| C12 | 12.68 | 13.19 | 13.71 |
| C11 | 13.57 | 14.11 | 14.68 |
| C10 | 14.70 | 15.29 | 15.90 |
| C9 | 15.43 | 16.05 | 16.69 |
| C8 | 16.17 | 16.82 | 17.49 |

20.—PRODUCTIVITY BONUS

The Enterprise is committed to improving productivity at the Riverton Engineering Kenwick production facility, this includes employees sharing in output performance if agreed targets are met and exceeded.

a) Targets will be visible on workshop notice board monthly and weekly performance results will be identified on the notice board each Friday morning.

b) The bonus will be paid monthly, and identified as the Delta/IGC monthly calendar.

c) The bonus will be paid within 14 days of the conclusion of the IGC/Delta monthly calendar.

d) Targets will be:

| | |
|-----------|----------------------------|
| 4.8 – 5.1 | 1% of gross monthly salary |
| 5.1 – 5.4 | 2% of gross monthly salary |
| 5.5 + | 3% of gross monthly salary |

SIGNATORIES TO AGREEMENT

Signed for and on behalf of Industrial Galvanizers Pty Ltd trading as Riverton Engineering

(Signed)

10/9/1998

Signed for and on behalf of the AMEPKIU

(Signed)

16/9/1998

ROVING CREW PARTNERSHIP AGREEMENT 1997. No. AG 90 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Co-operative Bulk Handling Limited

and

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch.

AG 90 of 1998.

Roving Crew Partnership Agreement 1997.

COMMISSIONER S J KENNER.

13 November 1998.

Order.

HAVING heard Ms T Vlachou as agent on behalf of the applicant and Mr M Anderton as agent on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Roving Crew Partnership Agreement 1997 as filed in the Commission on 3 June 1998 be and is hereby registered as an industrial agreement.

(Sgd.) S.J. KENNER,
Commissioner.

[L.S.]

SCHEDULE B

ROVING CREW ENTERPRISE AGREEMENT

1.—TITLE

This Agreement shall be known as the Roving Crew Partnership Agreement 1997.

2.—ARRANGEMENT

| | <u>Clause No.</u> |
|---------------------------------|-------------------|
| Objectives of Agreement | 7 |
| Area and Scope | 3 |
| Arrangement | 2 |
| Commitment | 14 |
| Definitions | 8 |
| Grievances and Disputes | 15 |
| Hours | 10 |
| Leave Entitlements | 11 |
| Parties Bound | 6 |
| Public Holiday Work | 12 |
| Relationship To Award/Agreement | 5 |
| Remuneration | 9 |
| Review | 13 |
| Term of Agreement | 4 |
| Title | 1 |

3.—AREA AND SCOPE

This Agreement applies to those employees employed by Co-operative Bulk Handling as Roving Crews, based at the Spearwood Workshop under the classifications prescribed in the Grain Handling Maintenance Workers Award No. C477 of 1979.

4.—TERM OF AGREEMENT

This Agreement shall come into force from the first pay period commencing on or after 2 August 1997 and shall remain in force until 2 August 1999 (2 years).

Prior to the expiry of this Agreement, the parties shall incorporate the provisions of this Agreement into the Award.

5.—RELATIONSHIP TO AWARD/AGREEMENT

This Agreement shall be read in conjunction with the Award and the Grain Handling (Maintenance Workers') Enterprise Agreement 1994. In the event of any inconsistency between the Award, the Grain Handling (Maintenance Workers') Enterprise Agreement 1994 and this Agreement, this Agreement shall prevail to the extent of such inconsistency.

6.—PARTIES BOUND

This Agreement is binding upon—

- Co-operative Bulk Handling Limited;
- 7 employees employed pursuant to the Grain Handling Maintenance Workers Award;
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch, and the Transport Workers Union of Australia, Industrial Union of Workers, Western Australian Branch;

7.—OBJECTIVES OF AGREEMENT

This Partnership Agreement has been developed specifically between the Company and employees engaged as Roving Crews with the aim of implementing flexible working arrangements to suit the demands of business and the interests of employees.

Consequently, the employees engaged as Roving Crews are committed to maintaining and implementing better work practices as follows—

- develop and maintain Self Managed Work Crews
- attend breakdowns outside of normal hours
- work in teams with non trade and other trade personnel when required
- split team when required provided safety is not compromised

8.—DEFINITIONS

"Award" means the Grain Handling Maintenance Workers Award No. C477 of 1979.

"Employee" means an employee who is employed by the employer pursuant to the Award.

"Employer" means Co-operative Bulk Handling Limited.

"Company" means Co-operative Bulk Handling Limited.

"Union" means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, WA Branch and the Transport Workers Union of Australia, Industrial Union of Workers, Western Australian Branch.

9.—REMUNERATION

(1) The parties agree that the terms and conditions of this Enterprise Partnership Agreement relate to the working arrangements of the Roving Crews and will not be transferable to any other group of employees or work locality.

(2) The following multi purpose hourly wage rates shall be payable to employees covered by this Agreement from the date the Agreement commences.

| Classification | Rate/hr |
|------------------------|---------|
| Tradesperson Level 4 | \$24.45 |
| Tradesperson Level 3 | \$23.45 |
| Tradesperson Level 2 | \$22.53 |
| Tradesperson Level 1 | \$21.56 |
| Maint Employee Level 4 | \$18.96 |
| Maint Employee Level 3 | \$18.12 |
| Maint Employee Level 2 | \$17.34 |
| Maint Employee Level 1 | \$16.41 |

| Classification | Rate/hr |
|---|---------|
| Driver Articulated Vehicle exceeding 20 tonnes capacity | \$21.21 |
| Driver Articulated Vehicle exceeding 7 tonnes capacity | \$20.45 |

(3) The following allowances shall be paid in accordance with the Award and subclause (3) hereof from the date the Agreement commences.

| | |
|---------------------------------|----------|
| First Aid Allowance | 6.33/wk |
| Electrical Licence Allowance | 17.60/wk |
| Mobile Crane/Forklift Allowance | 3.84/wk |

(4) It has been agreed by the parties that the wage rates for Tradespersons in subclause (2) above are to be inclusive of the shift work, disability, in charge and tool allowances prescribed in the Award. The wage rates for Maintenance Employees are inclusive of the disability and any shiftwork allowance.

(5) The parties agree that the employees covered by this Agreement shall not be entitled to any wage increase additional to those contained in sub-clauses (2) and (3) hereof during the term of this Agreement.

(6) The specific work arrangements that apply to the itinerant roving crews are outlined in the attached Schedule A and shall constitute the ordinary hours.

(7) For the purpose of calculating Superannuation, sick leave, annual leave, long service leave and all other agreed paid leave, accruals will be on the basis of 40 hour weeks at the following weekly rates of pay.

| | |
|---|----------|
| Tradesperson level 4 | \$978.00 |
| Tradesperson level 3 | \$939.60 |
| Tradesperson level 2 | \$901.20 |
| Tradesperson level 1 | \$862.40 |
| Maintenance worker level 4 | \$758.40 |
| Maintenance worker level 3 | \$724.80 |
| Maintenance worker level 2 | \$693.60 |
| Maintenance worker level 1 | \$656.26 |
| Driver Articulated vehicle exceeding 20 tonnes capacity | \$848.20 |
| Driver Articulated Vehicle exceeding 7 tonnes capacity | \$818.00 |

(10) All hours worked during the 10 day work cycle of the roving crew shall be paid according to the hourly rate outlined in Clause 9—Remuneration, above. Any time worked in excess of the ordinary hours outlined in this Agreement shall continue to be paid at the same rate outlined in Clause 9—Remuneration, above.

(11) LEAVE ENTITLEMENTS

- (1) The 38 hour week flexi-leave accrual system shall cease to apply from the commencement of this Agreement.
- (2) All pre-existing flexi-leave accruals shall be paid out to employees upon the commencement of this Agreement at the rates applicable prior to the Agreement.
- (3) Roving Crew Employees shall be eligible for a maximum of three days Special Roving Crew Leave per year to be utilised by agreement with The Employer in the following circumstances.
 - (a) When the Roving Crew team is unable to commence a 10 day working cycle due to the absence of a crew member on sick leave or any other approved leave, the remaining Roving Crew member can utilise the Special Roving Crew Leave until the absent employee returns to work or is replaced by another Roving Crew member.
 - (b) any other circumstances as agreed with the Employer.
- (4) All leave including annual, long service and sick shall be paid according to the rate outlined in Clause 9—Remuneration, above.

(12) PUBLIC HOLIDAY WORK

Any time worked on a Public Holiday shall be paid at the rate outlined in Clause 9—Remuneration, above.

(13) REVIEW

- (a) In order to facilitate a long term accord with this Agreement, review discussions will occur on a regular basis between the parties.
- (b) The parties undertake to review this Agreement commencing no later than eight (8) weeks prior to the date of expiry of this Agreement.

(14) COMMITMENT

- (1) The parties undertake that the terms of this Agreement will not be used to progress or obtain similar arrangements or benefits in any other enterprise.
- (2) This Agreement shall not operate to cause any employee to suffer a reduction in ordinary time earnings or to depart from the standards of the Western Australian Industrial Relations Commission in regard to hours of work, annual leave and loading with pay or long service leave with pay.
- (3) The parties accept that they are bound by the terms of this Agreement throughout its duration and that they will oppose any application by other parties to be joined to this Agreement.

(15) GRIEVANCES AND DISPUTES

To facilitate the resolution of any question, dispute or difficulty arising out of the operation of this Agreement, the following procedure shall apply—

- (a) The employee(s) concerned over any issue shall first refer the grievance to his or her immediate Supervisor.
- (b) If the matter is not resolved by the foregoing process in subclause (a) hereof, the issue should be referred to the Spearwood Manager for resolution. Employees may elect to have formal assistance from the Union at this point in the procedure.
- (c) Where the appropriate Company representatives and Union officials cannot resolve the issue in dispute, reference may be made to the Western Australian Industrial Relations Commission for the resolution of any such dispute.

SCHEDULE A

WORKING ARRANGEMENT

The 10 day working cycle for the itinerant roving crews shall be operated in the following manner;

- (1) The ten day work rosters are to be any continuous 10 days in a fortnightly cycle as nominated by the Company or as agreed between the company and the roving crews.
- (2) The first nine days work will be of nine hours duration.
- (3) The tenth day of the work cycle shall be 8 hours in duration.

Signed for and on behalf of—

Co-operative Bulk Handling Limited
22 Delhi Street, WEST PERTH WA 6005

(Signed) _____
I M Mencshelyi
General Manager

Signed for and on behalf of—

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch
1111 Hay Street, WEST PERTH WA 6005

(Signed) _____

Signed for an on behalf of—

Transport Workers Union of Australia, Industrial Union of Workers, Western Australian Branch
82 Beaufort Street, PERTH WA 6000

(Signed) _____

**ST JOHN OF GOD HEALTH CARE SUBIACO
MAINTENANCE AGREEMENT 1998.
No. AG 228 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

St John of God Hospital Subiaco Inc

and

The Automotive, Food, Metals, Engineering, Printing and
Kindred Industries Union of Workers—Western Australian
Branch and Others.

No. AG 228 of 1998.

St John of God Health Care Subiaco Maintenance
Agreement 1998.

10 November 1998.

Order.

HAVING heard Mr I.L. Oakley as agent for the Applicant and Mr G.C. Sturman as agent for The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch; Mr C. Young as agent for the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch, Mr G. Giffard as agent for the Western Australian Builders' Labourers, Painters and Plasterers Union of Workers, W.A. Branch and the Construction, Mining, Energy, Timberyards Sawmills and Woodworkers Union of Australia, Western Australian Branch, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties in the terms of the following schedule and lodged in the Commission on the 2nd day of October, 1998 and subsequently amended entitled St John of God Health Care Subiaco Maintenance Agreement 1998 be registered as an industrial agreement and replaces the St John of God Hospital Subiaco (Maintenance) Agreement 1996 (No. AG 97 of 1997).

[L.S.]

(Sgd.) G.L. FIELDING,
Senior Commissioner.

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ST JOHN OF GOD HEALTH CARE SUBIACO

St John of God Health Care Subiaco is committed to the dignity and worth of each person. We believe that work is a major forum in which we express and develop our dignity and grow towards fullness in human living.

We believe that conditions of work must be such that each person has the freedom and resources needed for growth and development towards wholeness.

St John of God Health Care Subiaco is committed to the development and maintenance of an organisational culture that is person focused, committed to the Christian ministry of healing, and to the processes of Quality Caring.

St John of God Health Care Subiaco has an organisational culture that promotes, encourages and facilitates individual and organisational growth and development towards quality service provision. It allows for flexibility and mutuality in the arrangements of working conditions.

It is a culture that leads to greater job satisfaction and ever improving quality of patient care and services.

St John of God Health Care Subiaco will arrange conditions of employment, "Employment Relationships" in accordance with the following "Principles of Employment Relationships."

**PRINCIPLES FOR EMPLOYMENT RELATIONSHIPS
BASED ON FIDELITY TO OUR HERITAGE**

1. Positive employment relationships are essential for the successful provision of health care. Recognition of the rights and duties of the hospital and each employee are required for fairness and mutual accountability. [Justice]*

2. The work of all employees is valued equally in the Mission and operation of the System. (This includes the work of those who provide direct patient care and those whose work enables these hands-on employees to function effectively.) [Respect]*

3. Behaviours in the workplace must demonstrate respect for the basic orientation of the Mission, Philosophy and Cultural Values of the hospital. [Respect]*

4. In decisions related to clinical provision of health care, the expert knowledge and experienced judgements of health care professionals are acknowledged in their individual areas of competency as we work in collaboration with each other. [Respect, Justice, Excellence]*

5. The hospital recognises the different cultures and faith traditions of our employees. It respects and values these differences and strives to learn from the richness of this diversity. [Hospitality, Respect]*

6. Opportunities for employment, career development and other pathways to growth are open to all people competent for the positions available throughout the hospital. [Hospitality, Compassion, Respect, Justice and Excellence]*

7. The hospital recognises the right of employees to form associations to engage in collective actions, to negotiate various benefits for their members and to work for a better society. This does not exclude the employees right to choose individual negotiations when appropriate. [Respect, Justice]*

8. Decision making, planning and policy formation related to the work of employees will be participative processes involving relevant stake-holders. Due processes are established to attend to grievances, injuries and other concerns. [Hospitality, Compassion, Respect, Justice and Excellence]*

9. Each employee is expected to be committed to person centred care, to continual improvement of the quality of services and to the requirements of the hospital's Mission, Vision and Goals as described in their employment contracts. [Hospitality, Compassion, Respect, Justice and Excellence]*

10. Each employee will be involved in ongoing learning. [Justice, Excellence]*

11. Employee are entitled to fair compensation for their work and they will share in the benefits of their work. [Hospitality, Justice, Excellence]*

12. Each employee will contribute to quality patient care and to the common good of all by just and honest performance of the duties of their individual position. [Hospitality, Justice, Excellence]*

(* The Core Cultural Value(s) most relevant to each principle is noted in square brackets [].)

Involvement in this Agreement results in mutual commitment to the following—

St John of God Health Care Subiaco—

1. The provision of fair employment conditions.
2. Maintenance of safe working environments.
3. Opportunities for growth and development for each employee.
4. Resources to facilitate optimum work processes and quality of services.
5. Participation in continual improvement of all work processes.
6. Provision of information and training to enable each employee to understand and fulfil his or her obligations under this Agreement and to apply safe work practices.
7. Non requirement of employee to perform duties outside their competence.
8. Provision of a regular cycle of appraisal and review of performance and developmental needs.
9. Involvement of employees as participants in the general functioning of the workplace.

Each employee—

1. Provision of an honest day's work in accordance with the relevant Position Description.
2. Positive participation in the desired organisational culture of the hospital.
3. Involvement in learning that will facilitate personal and professional growth and development.
4. Observance of appropriate safety and security regulations.
5. Observance of the hospital's policies and procedures.
6. Participation in a regular cycle of appraisal and review of performance and developmental needs.

1.—PARTIES

The parties to this Agreement shall be St John of God Hospital Subiaco Inc. ("the hospital"), the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers (WA Branch), the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch, the Western Australian Builders' Labourers, Painters' and Plasterers' Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers' Union of Australia—Western Australia Branch.

2.—AREA AND SCOPE

(1) This Agreement shall apply to all employees eligible for membership of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers (WA Branch), the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch, the Western Australian Builders' Labourers, Painters' and Plasterers' Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers' Union of Australia—Western Australia Branch employed by the hospital in the classifications contained in Clause 21—Wages of this Agreement throughout the State of Western Australia.

(2) It is estimated that the number of employees who will be bound by this Agreement is 13.

3.—TERM

(1) The term of this Agreement shall be from the date of registration to 26 August 2000.

(2) The parties agree to commence negotiations towards a new agreement in sufficient time to have the agreement finalised prior to the expiry date referred to in subclause (1).

4.—REPLACEMENT

(1) This Agreement cancels and replaces the St John of God Hospital Subiaco (Maintenance) Agreement 1996 (AG 97 of 1997).

(2) Notwithstanding the provisions of Clause 3—Term of this Agreement, this Agreement shall continue to operate until it is replaced by a new Agreement.

(3) Provided that—

- (a) the parties may at any time agree to vary or cancel the Agreement in accordance with the provisions of the *Industrial Relations Act 1979*.
- (b) the parties shall review the Agreement should, as a result of movements in award rates of pay, the total wage prescribed by this agreement for any classification fall below the relevant award safety net. Any such review shall be conducted in accordance with the state Wage Fixing Principles in operation at that time.

5.—INTERPRETATION

In this Agreement;

- (1) "casual" means an employee engaged and paid as such;
- (2) "day worker" means an employee appointed as such. Other than by agreement between the hospital and employee concerned the ordinary hours of duty of a day worker may only be worked between 6 am and 6 pm Monday to Friday inclusive.
- (3) "shift worker" means an employee appointed as such. The ordinary hours of work of a shift worker may be worked on any day of the week Monday to Sunday inclusive.
- (4) "continuous shift employee" means an employee who is required to work ordinary hours of duty in accordance with a roster where the employee is rostered for duty over seven days of the week, and is required to work and works regularly on every day of the week, including public holidays and Sundays;
- (5) "fixed term contract" refers to a contract of employment in which an employee is engaged for a specific period of time or for the duration of a specific project. Nothing in this subclause shall restrict the right of the hospital or the employee to terminate the engagement within the specified term in accordance with the provisions of Clause 8. – Separation of this Agreement.
- (6) "ordinary rate" means the total rate of pay prescribed in Clause 21.—Wages of this Agreement (including tool and leading hand allowances) and any regular overaward payment.
- (7) "ordinary time earnings" means the ordinary rate (as defined), any regular over award payment and shift and weekend penalties where the shift worked is part of the employee's ordinary hours of work.
- (8) "part-time" refers to a permanent employee with a guaranteed minimum number of hours (inclusive of holidays and leave) who is regularly employed to work less hours than those prescribed for full time employees;
- (9) "relevant award" means the Metal Trades (General) Award 1966 or the Building Trades Award 1968, whichever is applicable.

6.—CLASSIFICATION STRUCTURE

An employee covered by this Agreement shall be classified in accordance with—

- Clause 5.—Definitions and Classification Structure of Part 1 of the Metal Trades (General) Award 1966; or
- Clause 6.—Definitions of the Building Trades Award 1968;

whichever is applicable.

7.—DUTIES

Each employee will be required to work in accordance with his/her duty statement and the hospital's policies and procedures. The hospital may direct each employee to carry out such duties as are within the limits of the employee's skill, competence or training.

8.—SEPARATION

(1) Hospital Giving Notice

(a) The contract of service may be terminated by the hospital on any day by giving to the employee the required period of notice in writing and the contract shall expire at the end of that period of notice.

(b) The required period of notice shall be—

| Employee's period of continuous service with the hospital | Period of notice |
|---|------------------|
| Not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

The required period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with the hospital.

(c) Provided that—

- (i) the contract of service of a probationary employee (other than a casual) may be terminated by the hospital giving the employee one week's notice in writing; and
- (ii) the contract of service of an employee engaged as a casual may be terminated by the hospital giving the employee one hour's notice. Such notice need not be in writing.

(d) Payment in lieu of the required period of notice may be made by the hospital if the required notice is not given.

The hospital may terminate the contract of service by providing part of the required notice and payment in lieu of the balance.

(2) Employee Giving Notice

(a) The contract of service may be terminated on any day by the employee giving to the hospital two weeks notice in writing and the contract shall expire at the end of that period of notice.

Where there is written agreement between the hospital and the employee a longer period of notice up to and including four weeks may be required.

(b) Provided that—

- (i) the contract of service of a probationary employee (other than a casual) may be terminated by the employee giving one week's notice in writing; and
- (ii) the contract of service of an employee engaged as a casual may be terminated by the employee giving the hospital one hour's notice. Such notice need not be in writing.

(c) If an employee fails to give the required notice or leaves during the notice period, the hospital may, at its discretion, deduct from any monies due to the employee, an amount equal to ordinary time earnings for the period of notice not given.

(3) The employee and the hospital may agree in writing upon a longer period of notice than prescribed in this clause.

(4) The required notice may be dispensed with by agreement in writing between the hospital and employee.

(5) Nothing in this clause affects the hospital's right to dismiss an employee without notice for serious misconduct which justifies instant dismissal.

(6) Time Off During Notice Period—

Where the hospital has given notice of termination to an employee who has completed one month's continuous service, that employee shall, for the purpose of seeking other employment be entitled to be absent from work up to a maximum of eight ordinary hours without deduction of pay. The time off shall be taken at times that are convenient to the employee after consultation with the hospital.

Provided that this subclause shall not apply to a casual employee.

(7) Certificate of Service

Where an employee whose service terminates requests a certificate of service, a certificate signed by the hospital stating the name of the employee, the period of service, whether the service was full time or part time and the classifications in this Agreement in which work has been carried out, shall be provided.

9.—NEW EMPLOYEES

A copy of this agreement shall be made available to new employees prior to appointment.

10.—TIME NOT WORKED

The employee shall not be entitled to payment for any period of unauthorised absence.

11.—STAND DOWN

(1) (a) The hospital is entitled to deduct payment for any day or part of a day on which an employee (including an apprentice) cannot be usefully employed because of industrial action by any of the unions party to this Agreement or by any other association or union.

(b) If an employee is required to attend for work on any day but because of failure or shortage of electric power work is not provided, such employee shall be entitled to two hours' pay and further, where any employee commences work he/she shall be provided with four hours' employment or be paid for four hours' work.

(2) The provisions of paragraph (1) of this subclause also apply where the employee cannot be usefully employed through any cause which the hospital could not reasonably have prevented but only if, and to the extent that, the hospital and the union or unions concerned so agree or, in the event of disagreement, the Western Australian Industrial Relations Commission so determines.

(3) Where the stoppage of work has resulted from a breakdown of the hospital's machinery the WAIRC, in determining a dispute under paragraph (b) of this subclause, shall have regard for the duration of the stoppage and the endeavours made by the hospital to repair the breakdown.

12.—RELIEF AT OTHER LOCATIONS

An employee required to relieve away from his/her usual place of work shall be provided with transport, free of charge, from his/her home to work and return, or, be paid the car allowance provided in Clause 26. – Fares and Motor Vehicle Allowance of this Agreement.

13.—CONFIDENTIALITY

Information relating to the hospital, its customers or activities may not be released or divulged by the employee to a third party other than in the proper performance of the employee's obligations under this Agreement.

This shall not prevent the employee from seeking representation by an accredited official of his or her union.

14.—PART-TIME

(1) A part time employee shall be guaranteed a minimum number of hours per roster period.

(2) (a) A part time employee shall be remunerated at a weekly rate pro rata to the rate prescribed for the class of work on which he/she is engaged only in the proportion which his/her ordinary weekly hours averaged over the qualifying period, bears to 38.

(b) A part time employee shall be allowed annual leave, sick leave, bereavement leave and study leave in the same manner as full time employees. Payment for such leave shall be in the same ratio as his/her ordinary weekly hours, averaged over the qualifying period, bears to 38.

(3) A part time employee may by agreement work additional hours at ordinary rates subject to the normal rostering parameters of a full time employee.

Where there is no such agreement the employee shall be paid for any additional hours at overtime rates.

15.—CASUAL

(1) A casual shall be engaged on an hourly basis with no guarantee of continual or additional employment.

(2) A casual shall not be employed for a period exceeding 4 weeks.

(3) A casual shall be paid 1/38th of the total rate prescribed in Clause 21.—Wages of this Agreement for each hour worked, plus 20% additional loading.

(4) A casual shall not receive any of the leave entitlements prescribed in this Agreement (long service leave excepted).

16.—HOURS

(1) The ordinary hours of work shall average 38 per week and shall not exceed 152 hours in twenty-eight consecutive days.

Provided that, where the hospital and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.

(2) (a) Day Worker

The ordinary hours of work of a day worker may be worked between 6 am and 6 pm on any day of the week Monday to Friday inclusive.

The provisions of this paragraph may be departed from by agreement between the hospital and the employee(s) concerned.

(b) Shift Worker

The ordinary hours of work of a shift worker may be worked on any day of the week Monday to Sunday inclusive.

(3) (a) The 38 hour week shall be worked by each full time employee working 19 eight hour days and having one rostered day off (RDO) in each four week cycle.

(b) At least 50% of RDOs will be rostered on a Monday or Friday.

(c) RDOs shall be arranged so that they do not fall on a public holiday prescribed in this Agreement.

(d) RDOs will be rostered 6 months in advance provided that the roster may be altered by the hospital giving four weeks notice or by agreement between the hospital and the employee(s) concerned.

(e) The provisions of this subclause may be departed from by agreement between the hospital and employee(s) concerned provided that where, in any arrangement of ordinary hours, shifts of longer than 10 hours are introduced—

(i) the hospital and the employees concerned shall be guided by the Occupational Health and Safety provisions of the A.C.T.U. Code of Conduct on 12-hour shifts (as exhibited in the Western Australian Industrial Relations Commission on 11th April 1990);

(ii) proper health monitoring procedures shall be introduced;

(iii) suitable roster arrangements shall be made; and

(iv) proper supervision shall be provided.

12-hour shifts may be worked by agreement between the hospital and employee(s) concerned provided the hospital has given the relevant union(s) notice in writing that such shifts are to be worked.

17.—OVERTIME

(1) All time worked in excess of the ordinary working hours on any day shall be paid for as hereunder—

(a) Time and one half for the first 2 hours on any day Monday to 12.00 midday Saturday and double time thereafter.

(b) Double time on a Sunday or after 12.00 midday on a Saturday.

(c) Double time for all overtime worked consecutively with a rostered shift on a Saturday.

(d) Double time and a half for all overtime worked on a public holiday.

(2) Where the hospital and the employee agree, time off in lieu of payment for overtime may be allowed proportionate to the payment to which the employee is entitled. Such time-off shall be taken at a time convenient to the hospital provided that the overtime is made up within 28 days from the time when it became due.

(3) In calculating overtime each day shall stand alone.

(4) An employee recalled for duty outside his/her normal working hours shall be paid a minimum of 3 hours at double time, and in addition thereto, all reasonable expenses incurred in returning to duty.

(5) Where an employee who has not been notified the previous day or earlier that he/she is required to work overtime, works such overtime for an hour or more, the hospital shall ensure that he/she is provided with any of the usual meals occurring during such overtime or be paid \$6.50 for each meal.

(6) The hospital may require any employee to work reasonable overtime at overtime rates.

(7) (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an employee has at least ten consecutive hours off duty between the work of successive days.

(b) An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until released from duty and shall then be entitled to be absent for such period of ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(d) The provisions of this subclause shall apply in the case of shift employees who rotate from one shift to another, as if eight hours were substituted for ten hours when overtime is worked—

(i) for the purpose of changing shift rosters; or

(ii) where a shift employee does not report for duty; or

(iii) where a shift is worked by arrangement between the employees themselves.

(e) Overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this subclause. Due consideration shall however be given to ensuring that employees who work more than 3 hours of overtime as a result of a recall receive adequate rest so as to be fit for duty.

18.—ON CALL

(1) For the purpose of this Agreement an employee is on call when required by the hospital to remain at such a place as will enable the hospital to readily contact him or her during the hours for which he or she has been placed on call. An employee is also on call when required to carry a mobile telephone or beeper and to remain within a reasonable radius of the hospital.

(2) (a) An employee on call shall be paid an hourly allowance of \$2.45. Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this Agreement when the employee is recalled to work.

(b) Where the hospital supplies the employee with a mobile telephone or beeper, the employee shall be paid 75% of the rate prescribed in paragraph (a).

Minimum Call Out

(3) An employee who is called out to work when on call shall be paid a minimum of 3 hours at double time provided that if the employee is called out within 3 hours of starting work on a previous call he/she shall not be entitled to any further payment for the time worked within that period of three hours.

(4) If an employee is recalled to work he/she shall be provided with transport, free of charge, from his/her home to work and return, or, be paid the car allowance provided in Clause 26.—Fares and Motor Vehicle Allowance of this Agreement.

19.—MEAL AND MEAL HOURS

(1) (a) Meal breaks shall be a minimum of 30 minutes and a maximum of one hour other than by agreement and shall not be counted as time worked.

(b) No employee shall be compelled to work for more than 5 hours consecutively without a meal break.

(c) By agreement between the hospital and the employee or employees concerned, an employee or employees may work in excess of five hours, but not more than six, at ordinary rates of pay without a meal break.

(d) The time of taking a scheduled meal break or rest break by one or more employees may be altered by the hospital if it is necessary to do so in order to meet a requirement for continuity of operations.

(e) The hospital may stagger the time of taking a meal or rest break to meet operational requirements.

(f) When an employee is required for duty during the employees usual meal interval and the meal interval is thereby postponed for more than half an hour, the employee shall be paid at overtime rates until the employee gets the meal interval.

(2) One ten minute tea break shall be allowed during each shift and shall be taken when convenient to the hospital without deduction of pay for such time. During each day shift, the break shall be taken during the morning.

(3) An employee who has not been notified the previous day or earlier that he or she is required to attend work at a time when a meal is usually taken shall be provided with such a meal.

20.—HIGHER DUTIES

(1) An employee who is capable of performing and does perform all duties of a position which attracts a higher rate of pay than that which he or she usually performs shall be entitled to the higher rate whilst so engaged.

(2) When an employee performs some, but not all, of the duties of the position a rate of pay less than the rate the position normally attracts can be paid by agreement between the hospital and employee.

(3) Provided that payment for higher duties shall not apply to an employee required to act in another position while the incumbent is taking a rostered day off in accordance with Clause 16.—Hours of this Agreement.

21.—WAGES

(1) The minimum weekly rate payable to METAL TRADES (Electrical) employees (other than apprentices) classified in accordance with Clause 6.—Classification Structure of this Agreement, shall be as follows—

Column A Total rate per week applicable with effect from 2 December 1996.

Column B Total rate per week incorporating Tool and Licence Allowances and a commuted allowance of 2.5%.

Column C A 3.75% increase payable from the first pay period commencing on or after 3 June 1998.

Column D A further and final 3.75% increase payable on and from the first pay period commencing on or after 27 August 1999.

| Wage Group | Column A | Column B | Column C | Column D |
|------------|----------|----------|----------|----------|
| Level C14 | 391.80 | 426.20 | 442.20 | 458.80 |
| Level C13 | 410.20 | 445.10 | 461.70 | 479.10 |
| Level C12 | 435.00 | 470.50 | 488.10 | 506.40 |
| Level C11 | 458.10 | 494.20 | 512.70 | 531.90 |
| Level C10 | 493.00 | 529.90 | 549.80 | 570.40 |
| Level C9 | 516.10 | 553.60 | 574.40 | 595.90 |

| Wage Group | Column A | Column B | Column C | Column D |
|------------|----------|----------|----------|----------|
| Level C8 | 539.00 | 577.10 | 598.70 | 621.20 |
| Level C7 | 562.10 | 600.80 | 623.30 | 646.70 |
| Level C6 | 608.00 | 647.80 | 672.10 | 697.30 |
| Level C5 | 631.10 | 671.50 | 696.70 | 722.80 |

(2) The rates of pay outlined in sub-clause (1) apply to an electrical or electronics tradesperson who holds, and in the course of employment may be required to use, a current "A" Grade or "B" Grade licence issued pursuant to the relevant regulation in force at the date of this Agreement. In the absence of such licence, the rates outlined in sub-clause (3) apply to these employees.

(3) The minimum weekly rate payable to METAL TRADES (Mechanical) employees (other than apprentices) classified in accordance with Clause 6.—Classification Structure of this Agreement, shall be as follows—

Column A Total rate per week applicable with effect from 2 December 1996.

Column B Total rate per week incorporating Tool Allowance and a commuted allowance of 2.5%.

Column C A 3.75% increase payable from the first pay period commencing on or after 3 June 1998.

Column D A further and final 3.75% increase payable on and from the first pay period commencing on or after 27 August 1999.

| Wage Group | Column A | Column B | Column C | Column D |
|------------|----------|----------|----------|----------|
| Level C14 | 391.80 | 411.80 | 427.30 | 443.30 |
| Level C13 | 410.20 | 430.70 | 446.90 | 463.60 |
| Level C12 | 435.00 | 456.10 | 473.20 | 491.00 |
| Level C11 | 458.10 | 479.80 | 497.80 | 516.50 |
| Level C10 | 493.00 | 515.60 | 534.90 | 555.00 |
| Level C9 | 516.10 | 539.30 | 559.50 | 580.50 |
| Level C8 | 539.00 | 562.70 | 583.80 | 605.70 |
| Level C7 | 562.10 | 586.40 | 608.40 | 631.20 |
| Level C6 | 608.00 | 633.50 | 657.20 | 681.80 |
| Level C5 | 631.10 | 657.10 | 681.80 | 707.30 |

(4) The minimum weekly rate payable to BUILDING TRADES employees (other than apprentices) classified in accordance with clause 6 – Classification Structure of this Agreement, shall be as follows—

Column A Total rate per week applicable with effect from 2 December 1996.

Column B Total rate per week incorporating Tool Allowance and a commuted allowance of 2.5%.

Column C A 3.75% increase payable from the first pay period commencing on or after 3 June 1998.

Column D A further and final 3.75% increase payable on and from the first pay period commencing on or after 27 August 1999.

| Wage Group | Column A | Column B | Column C | Column D |
|-----------------------------------|----------|----------|----------|----------|
| Carpentry and Joinery | 518.10 | 550.10 | 570.70 | 592.10 |
| Painting, Signwriting and Glazing | 518.10 | 535.80 | 555.90 | 576.70 |
| Bricklayer | 518.10 | 544.70 | 565.20 | 586.40 |
| Plumber | 518.10 | 550.10 | 570.70 | 592.10 |
| Plumber—Registered | 527.30 | 559.50 | 580.50 | 602.30 |
| Trades Assistant | 470.80 | 482.60 | 500.70 | 519.40 |

(5) (a) The wage rates shown in subclause (1), (3) and (4) incorporate a commuted allowance of 2.5% in substitution of all disability allowances which might otherwise be available under the terms of the previous agreement by application of the unions based on general industry practices.

(b) Notwithstanding the availability of the commuted allowance, the parties acknowledge that the unions may raise further claims to increase this allowance in negotiations toward the next agreement.

(6) Leading Hand:

In addition to the total rate prescribed in subclause (1) or (2) a leading hand shall be paid—

- | | |
|--|-------|
| | \$ |
| (a) if placed in charge of not less than three and not more than ten other workers | 17.50 |
| (b) if placed in charge of more than ten and not more than twenty other workers | 26.80 |
| (c) if placed in charge of more than twenty other workers | 34.60 |

(7) Special Provisions

- (a) The rates of pay prescribed above incorporate tool allowances and all tradespersons shall be required to provide tools required by their respective trades.
- (b) The hospital shall provide for the use of tradespersons or apprentices all necessary power tools, special purpose tools and precision measuring instruments.
- (c) A tradesperson or apprentice shall replace or pay for any tools supplied by the hospital if lost through the employee's negligence.

(8) Apprentices—

- (a) Wage per week expressed as a percentage of the building tradesperson's or metals C10 rate—

| | |
|----------------------------|----|
| Four Year Term | % |
| First year | 42 |
| Second year | 55 |
| Third year | 75 |
| Fourth year | 88 |
| Three and a Half Year Term | |
| First six months | 42 |
| Next year | 55 |
| Next year | 75 |
| Final year | 88 |
| Three Year Term | |
| First year | 55 |
| Second year | 75 |
| Third year | 88 |

- (b) Minimum Wage—

Notwithstanding the provisions of this subclause, no apprentice, twenty-one years of age or over, shall be paid less than \$335.00 per week as the ordinary rate of pay in respect of the ordinary hours of work prescribed by this agreement, but that minimum rate of pay does not apply where the ordinary rate of pay (including any part thereof payable in addition to the agreement rate) is not less than \$335.00.

Where the said minimum rate of pay is applicable the same rate shall be payable on holidays, during annual leave, sick leave, long service leave and any other leave prescribed by this award.

(9) The Hospital may, by agreement in writing and in accordance with the SJOG Health Care System's policies and procedures, allow a Caregiver to salary package a component of their entitlements under this Agreement, subject to meeting legislative requirements.

23.—PAYMENT OF WAGES

(1) Wages shall be paid fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

Provided that an employee who is absent from duty (other than on annual leave, long service leave, holidays prescribed under this agreement, paid sick leave, workers' compensation or bereavement leave) shall not be paid for the period of absence and shall have his/her fortnightly pay reduced accordingly.

(2) Wages shall be paid fortnightly by electronic funds transfer into one or two accounts nominated by the employee held at any major bank, building society or credit union.

Any costs associated with the establishment by the employee of such an account and of the operation of it shall be borne by the employee.

(3) Termination of Employment—

An employee who lawfully leaves the employment or is dismissed for reasons other than misconduct shall be paid all monies due at the termination of service with the hospital.

Provided that in the case of an employee whose ordinary hours are arranged in accordance with subclause (3)(a) of Clause 16.—Hours of this Agreement and who is paid average pay and who has not taken the day off due to the employee during the work cycle in which the employment is terminated, the wages due to that employee shall include a total of credits accrued during the work cycle.

Provided further, where the employee has taken a day off during the work cycle in which the employment is terminated, the wages due to that employee shall be reduced by the total of credits which have not accrued during the work cycle.

(4) Pay Advice Slip

Each employee shall be provided with a pay advice slip on each day that wages are paid. The pay advice slip shall detail—

- (a) the rate of wage;
- (b) the hours worked including overtime;
- (c) the number of ordinary hours for which payment has been made;
- (d) the total number of hours if any which the employee is in credit or debit;
- (e) the gross wage;
- (f) the net wage;
- (g) the hospital funded superannuation component;
- (h) any allowances paid;
- (i) any deductions made including details of any salary sacrifice;
- (j) the amount of accrued time off and annual leave;
- (k) the composition of any annual leave payment;
- (l) the composition of any termination payment.

(5) Calculation of Hourly Rate—

The ordinary rate per hour shall be calculated by dividing the appropriate weekly rate by 38.

23.—SHIFT WORK

(1) (a) The loading on the ordinary rates of pay for an employee who works an afternoon shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on weekdays shall be 15%

(b) The provisions of paragraph (a) of this subclause do not apply to an employee who on any weekday commences his/her ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.

(c) The loading on ordinary rates of pay for an employee who works a shift between the hours of 6.00 pm and 7.30 am on a weekday shall be 15%.

(2) An employee rostered to work ordinary hours between midnight Friday and midnight on the following Saturday shall be paid a loading of 50% on actual hours worked during this period.

(3) An employee rostered to work ordinary hours between midnight Saturday and midnight on the following Sunday shall be paid a loading of 75% on actual hours worked during this period.

(4) Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause.

(5) Where the ordinary hours of work span 12.00 midnight on a Friday or Saturday night the additional payments for shift work and work on Saturday or Sunday shall be made by calculation for each part of the shift according to the rate applicable for additional payment for shift work and work on Saturday or Sunday as the case may be.

(6) An employee may transfer from being a day worker to being a shift worker and *vice versa* by agreement with the hospital.

24.—CALCULATION OF PENALTIES

Where the employee works hours which would entitle him or her to payment of more than one of the penalties payable in accordance with the overtime, shift and weekend penalties, or public holiday provisions of this Agreement, only the highest of any such penalty shall be payable.

In the case of casuals any such penalty shall be in addition to the casual loading.

25.—LAUNDRY AND UNIFORMS

(1) (a) Where the hospital requires a uniform to be worn, an adequate supply of such uniforms shall be provided free of cost to the employee on engagement.

(b) Thereafter uniforms will be replaced on an 'as required' basis provided that the employee when a new uniform is issued shall be required to return the replaced uniform.

(c) Uniforms provided by the hospital shall at all times remain the property of the hospital and must be returned to the hospital on termination.

A failure to return hospital uniforms may lead to a delay in the processing of any termination payment.

(d) Uniforms shall not be worn other than in the course of, and in travelling to and from, employment.

(2) The cost of laundering uniforms shall be met by the employee.

(3) Employees shall be responsible for the provision of appropriate clean and tidy footwear.

(4) Nothing in this clause shall prevent the hospital and the employee making other arrangements as to laundry and uniforms not less favourable to the employee.

(5) The provisions of this clause shall not detract from the hospital's obligation pursuant to section 19 of the *Occupational Health Safety and Welfare Act 1984-1987* to provide employees with adequate personal protective clothing and equipment where it is not practicable to avoid the presence of hazards at the workplace.

26.—FARES AND MOTOR VEHICLE ALLOWANCE

(1) An employee required to work outside the hospital during his or her normal working hours shall be paid any reasonable travelling and accommodation expenses incurred provided that travelling expenses shall not be paid where an allowance is paid in accordance with subclause (2) hereof.

(2) An employee required and authorised to use his or her own motor vehicle in the course of his duties shall be paid an allowance of not less than 49.1 cents per kilometre.

(3) The rate prescribed in subclause (2) shall be reviewed whenever this Agreement is renewed or replaced.

(4) Nothing in this clause shall prevent the hospital and the employee making other arrangements as to car allowance not less favourable to the employee.

27.—SUPERANNUATION

(1) The hospital shall contribute on behalf of the employee in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

(2) The hospital shall initially contribute an amount equal to 6% of the employee's ordinary time earnings and shall thereafter increase the level of contribution in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

(3) Contributions shall at the option of the employee be paid into either—

- (a) the Health Employees' Superannuation Trust Australia (HESTA) fund;
- (b) the National Catholic Fund; or
- (c) the Private Hospital Employees Superannuation Fund; or
- (d) such other complying superannuation fund or scheme nominated by the employee in accordance with the provisions of section 49C of the *Industrial Relations Act 1979*.

(4) The employer shall notify the employee that the employee may nominate a complying superannuation fund or scheme. If the employee does not nominate a fund or scheme, or until such time as the employee nominates a fund or scheme, superannuation contributions shall be paid into a fund or scheme nominated by the employer. The employer and employee are bound by the employees' nominated fund choice unless they agree to a change of fund. The employer will not unreasonably refuse a change of fund request made by the employee.

(5) Contributions into the nominated fund shall be paid monthly.

(6) Contributions shall continue to be paid on behalf of an employee in receipt of payments under the *Workers Compensation and Assistance Act 1981 (WA)*.

(7) (a) An employee may elect in writing to receive a superannuation benefit in lieu of part of the salary to which he or she is otherwise entitled under this Agreement.

(b) An employee may not sacrifice more than 10% of salary.

(c) This arrangement shall remain in force until terminated by mutual agreement or by either the hospital or the employee providing one calendar month's notice.

28.—ANNUAL LEAVE

Entitlement

(1) (a) Each employee shall be entitled to four weeks annual leave at ordinary rates of pay in respect of each year of service.

"service" shall not include any period of unpaid leave other than the first 3 months of unpaid sick leave and the first month of workers' compensation leave.

(b) The entitlement accrues *pro rata* on a weekly basis.

(2) A continuous shift employee shall be granted additional leave at the rate of 1.5 hours for each Sunday worked to a maximum of 38 hours per year of service.

Rate of Pay

(3) An employee shall be paid for any period of annual leave prescribed in this clause at the ordinary rate of wage the employee would have received as his or her payment at the time of taking the leave, and, in addition, any shift and weekend penalties which the employee would have received had the employee not proceeded on annual leave.

Where it is not possible to calculate the shift and weekend penalties the employee would have received, the employee shall be paid at the rate of the average of such payments made each week over the four weeks prior to taking the leave.

Provided that the employee when proceeding on annual leave shall not be paid less than the sum of his or her ordinary rate of wage for the period (ie excluding shift and weekend penalties) and a loading of 17.5% in respect thereof.

Timing of Payment

(4) The employee is to be paid for a period of annual leave at the time payment is made in the normal course of employment, unless the employee requests in writing that he or she be paid before the period of leave commences in which case the employee is to be so paid.

Termination

(5) If an employee's employment terminates, the employee shall be paid—

2.923 hours pay (at the rate prescribed by subclause (3) of this Clause) in respect of each completed week of service for which annual leave has not already been taken; and

in the case of continuous shift employees such additional leave as has accrued under subclause (2) at the date of termination.

Provided that leave loading shall only apply to leave resulting from a completed year of service.

Taking Annual Leave

(6) (a) The employee may, with the approval of the hospital, be allowed to take the annual leave prescribed by this clause before the completion of twelve month's continuous service.

(b) The annual leave prescribed in this clause may be split into portions by agreement between the hospital and the employee.

(c) When the employee requests that the annual leave be split into portions the hospital shall make every reasonable endeavour to accommodate the wishes of the employee.

(d) Where the hospital and employee have not agreed when the employee is to take annual leave either party may give the other notice of the period of time when (subject to paragraph (e) hereof) the leave is to be taken.

The minimum period of notice shall be as follows—

| Period of Leave to be Taken | Notice Required |
|-----------------------------|-----------------|
| 1 day | 2 weeks |
| 2 days | 3 weeks |
| 3-5 days | 4 weeks |
| 6-10 days | 5 weeks |
| 11-15 days | 7 weeks |
| 16-20 days | 8 weeks |
| > 20 days | 10 weeks |

(e) Notwithstanding the provisions of paragraph (d) the taking of annual leave shall be arranged so as to ensure adequate cover at all times.

(f) Provided that leave shall be taken within 18 months following the date of accrual.

Compaction

(7) An employee who during a qualifying period towards an entitlement of annual leave was employed continuously on both a full-time and part-time basis, or a part-time basis only, may elect to take a lesser period of annual leave calculated by converting the part-time service to equivalent full-time service.

Such election is to be made in writing by the employee and approved by the hospital.

29.—PUBLIC HOLIDAYS

(1) The following days shall be considered as public holidays—

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Queen's Birthday, Christmas Day and Boxing Day.

Provided that—

(a) a day observed in lieu of the holiday may be appointed by proclamation published in the *Gazette* under the *Public and Bank Holidays Act 1972*. This shall also apply to an additional holiday appointed by proclamation;

(b) another day may be observed in lieu of the holiday by agreement between the employee and the hospital.

(2) An employee not required to work on a day solely because that day is a public holiday or day observed in lieu thereof, shall be entitled to leave for the number of hours which he or she would otherwise be rostered to work on that day without deduction of pay.

(3) Where the employee is rostered to work ordinary hours on a public holiday, he or she shall elect to receive one of the following;

(a) ordinary rates of pay and a loading of 150% for the actual time worked on the holiday; or

(b) ordinary rates of pay and a loading of 50% for the actual time worked together with an equivalent period of time off, paid at the ordinary rate, to be taken at a time mutually acceptable to the hospital and employee.

(4) The employee shall be entitled to a day's leave in lieu of a public holiday, without deduction of pay, in respect of a public holiday which occurs during the employees' annual leave.

(5) (a) Where a public holiday falls on a day on which a continuous shift employee is rostered off duty the employee shall be entitled to an additional day's pay at ordinary rates.

(b) Where a public holiday falls on a day on which a full time employee is rostered off duty the employee shall be entitled to an additional day's pay at ordinary rates. This paragraph shall not apply to part-time employees.

(c) Provided that by agreement between the employer and employee, the employee may observe that public holiday, paid at the ordinary rate, on a day mutually acceptable to the employer and employee.

(6) The provisions of this clause shall not apply to casual employees.

30.—SICK LEAVE

(1) An employee shall accrue an entitlement to paid sick leave at the rate of 1.457 hours per completed week (76 hours per year of service).

(2) An employee who is unable to attend or remain at work on the grounds of personal ill health or injury or on account of the illness or injury of a family member residing with the employee, is entitled to be paid at ordinary rates for the number of hours the employee was rostered to work during the period of absence. Provided that—

(a) the payment shall not exceed the employee's accrued entitlement plus entitlement in advance to the end of the current year of service;

(b) where such payment exceeds the employee's accrued entitlement, the excess may be offset against any future accrual or against monies otherwise payable to the employee at the point of separation.

(3) Unused portions of sick leave entitlement shall accumulate from year to year and may be taken in any subsequent year.

(4) Notwithstanding any of the provisions of this clause payment for sick leave taken on account of the illness or injury of a family member residing with the employee shall not exceed payment for 38 hours in any one year of service.

(5) An employee shall advise the hospital as soon as reasonably practicable and if possible prior to the commencement of the shift of, the inability to attend work, the nature of illness or injury and the estimated duration of absence.

(6) (a) An employee shall be required to provide a medical certificate for any absence of two days or more.

(b) After two absences in any year of service the hospital may request in writing that the next and subsequent absences in that year, if any, shall be accompanied by a medical certificate.

(c) The provisions of this subclause shall apply whether the employee claims payment for sick leave on account of personal ill health or injury or the illness or injury of a family member residing with the employee.

(7) (a) An employee who suffers personal ill health or injury whilst on annual leave may be paid sick leave in lieu of annual leave subject to

(i) providing a medical certificate stating the illness or injury necessitated confinement to home or hospital for seven consecutive days or more.

(ii) the portion of annual leave coinciding with the paid sick leave is to be taken at a time agreed by hospital and employee or shall be added to the next period of annual leave.

(b) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 28.—Annual Leave of this Agreement shall be deemed to have been paid with respect to the replaced annual leave.

(8) Paid leave may be withheld if the illness or injury is the result of the employee's own gross misconduct.

(9) Where an employee receives payment under this clause and subsequently receives payments in respect of the same period under the *Workers Compensation and Assistance Act 1981 (WA)*, the employee shall reimburse to the hospital the payments made under this clause and the hospital shall reinstate the employee's sick leave or other entitlements accordingly.

(10) The entitlement conferred by this clause shall be prorated in the case of a part-time employee in the same ratio as his/her ordinary weekly hours, averaged over the qualifying period, bears to 38.

31.—LONG SERVICE LEAVE

(1) The long service leave provisions published in Volume 73 of the *Western Australian Industrial Gazette* at pages 1 to 4 inclusive as updated from time to time, are hereby incorporated in and shall be deemed to be part of this Agreement, providing that long service leave shall not accrue on workers' compensation leave in excess of one month.

(2) Provided that the leave to which an employee shall be entitled or deemed to be entitled shall be as provided in this clause—

Where an employee has completed at least 10 years' service the amount of leave shall be—

(a) in respect of 10 years service so completed—eight and two thirds weeks leave;

(b) in respect of the next 5 years service completed after such 10 years—four and one thirds weeks leave;

(c) in respect of each 10 years service completed after such 15 years—eight and two thirds weeks leave;

(d) on the termination of the employee's employment—

(i) by his/her death;

- (ii) in any circumstances otherwise than by the employer for serious misconduct;

in respect of the number of years' service with the employer completed since he/she last became entitled to an amount of long service leave, a proportionate amount on the basis of eight and two thirds weeks for 10 years service.

(3) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the hospital and the employee.

(4) By agreement between the hospital and employee, a part time employee or an employee whose hours have changed from part time to full time may take his or her long service leave entitlement as a reduced period of full time equivalent time off. Such agreement shall not be unreasonably withheld by the hospital.

32.— PARENTAL LEAVE

(1) Interpretation

In this Clause—

“adoption”, in relation to a child, is a reference to a child who—

- (a) is not the natural child or the step-child of the employee or the employee's spouse;
- (b) is less than 5 years of age; and
- (c) has not lived continuously with the employee for 6 months or longer;

“continuous service” means service under an unbroken contract of employment and includes:

- (a) any period of parental leave; and
- (b) any period of authorised leave or absence.

“expected date of birth” means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child;

“parental leave” means leave provided for by subclause (2) of this clause;

“spouse” includes a *de facto* spouse.

(2) Entitlement to parental leave

- (a) Subject to this subclause and to subclauses (3) and (4) hereof, an employee, other than a casual employee, is entitled to take up to 52 consecutive weeks of unpaid leave in respect of—
 - (i) the birth of a child to the employee or the employee's spouse; or
 - (ii) the placement of a child with the employee with a view to the adoption of the child by the employee.
- (b) An employee is not entitled to take parental leave unless he or she—
 - (i) has, before the expected date of birth or placement, completed at least 12 months' continuous service with the hospital; and
 - (ii) has given the hospital at least 10 weeks' written notice of his or her intention to take the leave;
 - (iii) has notified the hospital of the dates on which he or she wishes to start and finish the leave.

An employee shall not be in breach of this clause as a consequence of failure to give the required notice if such failure is occasioned by the confinement occurring earlier than the expected date.

- (c) An employee is not entitled to take parental leave at the same time as the employee's spouse but this subsection does not apply to—
 - (i) one week's parental leave taken by the male parent immediately after the birth of the child; or
 - (ii) three week's parental leave taken by the employee and the employee's spouse immediately after a child has been placed with them with a view to their adoption of the child.

- (d) The entitlement to parental leave is reduced by any period of parental leave taken by the employee's spouse in relation to the same child, except the period of one week's leave referred to in paragraph (c)(i) of this subclause.

(3) Certification

- (a) An employee who has given notice of his or her intention to take parental leave, other than for adoption, is to provide to the hospital a certificate from a medical practitioner stating that the employee or the employee's spouse, as the case may be, is pregnant and the expected date of birth.
- (b) An employee who has given notice of his or her intention to take parental leave for adoption, is to provide to the hospital—
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending an application for an adoption order.

(4) Notice of spouse's parental leave

- (a) An employee who has given notice of his or her intention to take parental leave or who is actually taking parental leave is to notify the hospital of particulars of any period of parental leave taken or to be taken by the employee's spouse in relation to the same child.
- (b) Any notice given under paragraph (a) of this subclause is to be supported by a statutory declaration by the employee as to the truth of the particulars notified.

(5) Transfer to a safe job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the hospital deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the hospital may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (10), (11), (12) and (13) hereof.

(6) Maternity leave to start 6 weeks before birth

A female employee who has given notice of her intention to take parental leave, other than for an adoption, is to start the leave 6 weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the employee is fit to work.

(7) Variation of Period of Parental Leave

- (a) Provided the aggregate of any leave (including leave taken pursuant to subclauses (5) and (9) of this subclause) does not exceed the period to which the employee is entitled under subclause (2) hereof—
 - (i) the period of parental leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employee and the hospital.
- (b) The period of parental leave may, with the consent of the hospital, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(8) Cancellation of Parental Leave

- (a) Parental leave, other than adoption leave, applied for but not commenced, shall be cancelled when the pregnancy of the employee or the employee's spouse terminates other than by the birth of a living child.

- (b) Where the pregnancy of an employee on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the hospital which shall not exceed four weeks from the date of notice in writing by the employee to the hospital that she desires to resume work.
- (9) Special Maternity Leave and Sick Leave—
- (a) Where the pregnancy of an employee not then on parental leave terminates after 28 weeks other than by the birth of a living child then
- (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on parental leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed the period to which the employee is entitled under subclause (2) hereof.
- (c) For the purposes of subclauses (10), (12) and (13) hereof, parental leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(10) Parental Leave and Other Leave Entitlements

Provided the aggregate of any leave (including leave taken pursuant to subclauses (5) and (9) of this subclause) does not exceed the period to which the employee is entitled under subclause (2) hereof—

- (a) An employee may, in lieu of or in conjunction with parental leave, take any annual leave, long service leave or any part thereof or accrued time off to which he or she is then entitled.
 - (b) Paid sick leave or other paid authorised absences (excluding annual leave, long service leave or accrued time off), shall not be available to an employee during his or her absence on parental leave.
- (11) Return to work after parental leave
- (a) An employee shall confirm his or her intention of returning to work by notice in writing to the hospital given not less than four weeks prior to the expiration of the period of parental leave.
 - (b) On finishing parental leave, an employee is entitled to the position he or she held immediately before starting parental leave.
 - (c) If the position referred to in paragraph (b) of this subclause is not available, the employee is entitled to an available position—
 - (i) for which the employee is qualified; and
 - (ii) that the employee is capable of performing, most comparable in status and pay to that of his or her former position.

- (d) Where, immediately before starting parental leave, an employee was acting in, or performing on a temporary basis the duties of, the position referred to in paragraph (b) of this subclause, that subsection applies only in respect of the position held by the employee immediately before taking the acting or temporary position.

(12) Effect of parental leave on employment

Absence on parental leave—

- (a) does not break the continuity of service of an employee; and
- (b) is not to be taken into account when calculating the period of service for the employee.

(13) Termination of Employment

- (a) An employee on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) The hospital shall not terminate the employment of an employee on the grounds of pregnancy or absence on parental leave, but otherwise the rights of the hospital in relation to termination of employment are not hereby affected.

(14) Replacements—

- (a) A replacement is a person specifically engaged as a result of an employee proceeding on parental leave.
- (b) The hospital shall, before engaging a replacement under this subclause, inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) The hospital shall, before engaging a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his or her rights under this clause, inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Provided that nothing in this subclause shall be construed as requiring the hospital to engage a replacement.

33.—BEREAVEMENT LEAVE

(1) On the death of a spouse or de facto spouse, child or step-child, parent or parent in law, brother, sister, or any other person who immediately before that person's death lived with the employee as a member of the employee's family, the employee is entitled to bereavement leave, without loss of ordinary time earnings, of up to two (2) days.

(2) Bereavement leave shall at the discretion of the employee be taken at any time up to and including the two days following the day of the funeral.

(3) Payment for such leave may be subject to the employee providing proof of the death.

(4) Bereavement leave is not to be taken where the employee is absent on another form of leave or would not otherwise have been on duty unless the absence has been taken to enable the employee to be with a dying relative.

34.—TRAINING LEAVE

The Hospital is committed to a skilled workforce and all employees have access to training in order to meet the needs of the enterprise. Applications for paid leave to attend training courses during ordinary working hours will be considered on a case by case basis where the course is relevant to the employee's work and the needs of the hospital.

Reimbursement of costs associated with fees and textbooks will be considered in a similar manner.

Where possible and appropriate, approved training shall be accredited.

35.—TIME OFF WITHOUT PAY

Time off without pay for whatever purpose may be granted by agreement between the hospital and the employee.

36.—INTRODUCTION OF CHANGE AND REDUNDANCY

(1) Interpretation

In this clause—

“employee” does not include an employee engaged on a casual or temporary basis or on a fixed term contract;

“redundant” means being no longer required by the hospital to continue doing a job because the hospital has decided that the said job will not be done by any employee.

For the purposes of this clause, an action of the hospital has a “significant effect” on an employee if—

- (a) there is to be a major change in the composition, operation or size of, or skills required in, the hospital’s workforce that will affect the employee; or
- (b) there is to be elimination or reduction of a job opportunity, promotion opportunity or job tenure for the employee; or
- (c) in the case of a full time employee, the guaranteed hours of work are to increase or decrease; or
- (d) the employee is required to be retrained; or
- (e) the employee is to be required to transfer to another job or work location; or
- (f) the employee’s job is to be restructured.

(2) (a) Employee to be Informed

Where the hospital has decided to—

- (i) take action that is likely to have a significant effect on an employee; or
- (ii) make an employee redundant,

the employee shall be informed by the hospital, as soon as reasonably practicable after the decision has been made, of the action or the redundancy, as the case may be.

(b) Discussions to occur

The hospital shall thereafter hold discussions with the employee affected as to—

- (i) the likely effects of the action or the redundancy in respect of the employee; and
- (ii) measures that may be taken by the employee or hospital to avoid or minimise a significant effect.

For the purpose of such discussion the hospital shall provide in writing to the employee concerned, all relevant information about the action or the redundancy including the nature and expected effects on the employee of what is proposed and other matters likely to affect the employee, provided that the hospital shall not be required to disclose confidential information the disclosure of which may seriously harm the hospital’s interests.

(3) Union to be informed

Where the hospital has made a definite decision to introduce major changes that are likely to have significant effects on employees, the hospital shall notify and hold discussions with the relevant union(s).

(4) Severance Pay

- (a) In addition to the period of notice prescribed in Clause 8.—Separation of this Agreement, for ordinary termination, an employee whose employment is terminated on the grounds of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service.

| <u>Period of Continuous Service</u> | <u>Severance Pay</u> |
|-------------------------------------|---|
| Less than 1 year | Nil |
| 1 year but less than 2 years | 1 weeks |
| 2 years but less than 3 years | 3 weeks |
| 3 years but less than 4 years | 5 weeks |
| 4 years but less than 5 years | 7 weeks |
| 5 years but less than 6 years | 9 weeks |
| Thereafter | 1 week’s additional pay for each additional year of service |

“Weeks Pay” means the ordinary weekly rate of wage for the employee concerned.

- (b) For the purpose of this clause continuity of service shall not be broken on account of—

- (i) any absence from work on account of personal sickness or accident for which an employee is entitled to claim sick pay as prescribed by this agreement or on account of leave lawfully granted by the hospital; or
- (ii) any absence with reasonable cause, proof whereof shall be upon the employee; or
- (iii) any absence on approved leave without pay.

Provided that in the calculation of continuous service under this subclause any time in respect of which an employee is absent from work except time for which an employee is entitled to claim annual leave, sick pay, long service leave and public holidays as prescribed by this agreement shall not count as time worked.

- (c) Service by the employee with a business which has been transmitted from one hospital to another and the employee’s service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave Provisions published in Volume 73 of the *Western Australian Industrial Gazette* at pages 1-4 shall also constitute continuous service for the purpose of this clause.

(5) Employee Leaving During Notice—

An employee whose employment is to be terminated on the grounds of redundancy may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the hospital until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(6) Alternative Employment—

The hospital, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the hospital obtains acceptable alternative employment for an employee.

(7) Leave for Job Interviews

- (a) An employee who has been given notice that he or she has been, or will be, made redundant shall during the period of notice of termination be entitled to be absent from work up to a maximum of 8 ordinary hours during each week of notice without deduction of pay for the purpose of being interviewed for further employment.
- (b) An employee who claims to be entitled to paid leave under paragraph (a) shall, at the request of the hospital, be required to produce reasonable proof of attendance at an interview or the employee shall not receive payment for the time absent.

(8) Notice to Commonwealth Employment Service—

Where a decision has been made to terminate employees in circumstances of redundancy, the hospital shall, subject to the agreement of the employees concerned, notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

37.—TIME AND WAGES RECORD

(1) A time and wages record shall be kept by the hospital and shall, upon reasonable notice of not less than 24 hours being given, be available for inspection by an accredited representative of the union.

(2) The record shall contain the following information—

- (a) the name and address of each employee subject to this Agreement;
- (b) the date of birth of each employee.
- (c) the date on which each employee commenced employment with the hospital;
- (d) the classification and increment of the employee.
- (e) whether the employee is employed on a full time, part-time or casual basis;

- (f) the commencing and finishing time of work each day;
- (g) the total number of ordinary hours and the total number of overtime hours worked each day;
- (h) the number of ordinary hours for which payment has been made;
- (i) the wages and allowances paid to each employee in each pay period and any deductions therefrom.

(3) The representative of a union shall be permitted reasonable time to inspect the record and, if required, take an extract or copy of any of the information contained therein.

(4) Provided that—

- (a) the employer may refuse the representative of the union access to time and wages records if—
 - (i) the employer is of the opinion that access to the records by the representative of the union would infringe the privacy of persons who are not members of the union; and
 - (ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.
- (b) the power of inspection may only be exercised by a representative of the union authorised for the purpose in accordance with the rules of the organisation.

(5) The employer must ensure that each entry in the time and wages record and each notification from an employee or former employee in accordance with this clause shall be retained for not less than seven (7) years.

38.—INTERVIEWS

(1) Subject to section 49AB of the *Industrial Relations Act 1979* (WA) an accredited representative of the union shall be entitled to enter the business premises of the hospital and interview an employee subject to the following—

- (a) on arrival at the hospital the union representative shall seek permission to enter the premises from the Manager, Employee Relations or, in her/his absence, the Director of Engineering and Building or Chief Engineer;
- (b) agreement between the union representative and the hospital shall be sought as to where, when and subject to what conditions the employee may be interviewed or work inspected.

(2) Where agreement is not reached the union representative may, on giving prior notice by phone or in writing to the Manager, Employee Relations or, in her absence, the Director of Engineering and Building or Chief Engineer, enter the hospital during ordinary working hours for the purpose of interviewing employees.

Provided that such officer shall not hamper or otherwise hinder the employees in the carrying out of their work. The hospital shall determine whether employees are being hampered or hindered in their work.

(3) If access has not been gained in accordance with the provisions of this clause then the union representative shall leave immediately upon a request from the hospital.

39.—NOTICES & COPY OF AGREEMENT

The hospital shall provide a notice board in a place where it may be conveniently and readily seen for the posting of union notices. The hospital shall also provide a copy of this agreement in a place where it may readily be seen.

40.—DISPUTE SETTLEMENT

Where any questions, disputes or difficulties arise concerning the operation of this Agreement—

(1) Step 1

As soon as practicable after the issue or claim has arisen, it shall be considered jointly by the Chief Engineer, the employee or employees concerned and where the employee(s) so request(s), the workplace representative.

(2) Step 2

If the dispute is not resolved the issue or claim shall be considered jointly by the Manager Chief Engineer, the Director of Building and Engineering

Services, the employee or employees concerned and where the employee(s) so request(s), the workplace representative who shall attempt to settle the dispute.

(3) Step 3

If the dispute is not resolved the issue or claim shall be considered jointly by the Manager Employee Relations, the Director of Building and Engineering Services, the employee or employees concerned and where the employee(s) so request(s), an official of the union who shall attempt to settle the dispute.

(4) Step 4

If the dispute is not resolved it may then be referred to the Western Australian Industrial Relations Commission for assistance in resolving the dispute.

(5) Throughout all steps of the procedure all relevant facts shall be clearly identified and recorded.

(6) On each occasion sensible time limits shall be agreed upon for the completion of each step of the procedure.

41.—WORKPLACE REPRESENTATIVES

An employee appointed as a workplace representative shall, upon notification in writing by the union to the hospital be recognised as an accredited representative of the union to which he or she belongs. Management shall make itself reasonably available to the representative for the purpose of discussing and resolving problems arising in the workplace.

Workplace representatives shall by agreement with the hospital be granted a reasonable amount of paid leave to attend trade union training courses. Requests shall be made in writing and be authorised by an official of the relevant union.

42.—PROTECTIVE EQUIPMENT

(a) The hospital shall have available a sufficient supply of protective equipment (as, for example, goggles (including anti-flash goggles), glasses, gloves, mitts, aprons, sleeves, leggings, gumboots, ear protectors, helmets, or other efficient substitutes thereof) for use by employees when engaged on work for which some protective equipment is reasonably necessary.

(b) An employee shall sign an acknowledgment when issued with any article of protective equipment and shall return that article to the hospital when finished using it or on leaving employment.

(c) An employee to whom an article of protective equipment has been issued shall not lend that article to another employee and if the employee does both employees shall be deemed guilty of wilful misconduct.

(d) An article of protective equipment which has been used by an employee shall not be issued by the hospital to another employee until it has been effectively sterilised but this paragraph only applies where sterilisation of the article is practicable and is reasonably necessary.

(e) Adequate safety gear (including insulating gloves, mats and/or shields where necessary) shall be provided by the hospital for employees required to work on live electrical equipment.

43.—WORKPLACE AGREEMENTS

(1) The hospital agrees to be bound by the provisions of this Agreement and as such commits, for the duration of this Agreement, not to enter into Workplace Agreements under the *Workplace Agreements Act 1993* with employees who would otherwise fall within the scope of this Agreement.

(2) The parties acknowledge that the Hospital is not bound to extend this provision beyond the nominal expiry date specified in Clause 3.—Term.

SIGNATORIES TO AGREEMENT

Signed for and on behalf of
ST JOHN OF GOD HOSPITAL SUBIACO (INC)—
(indecipherable) 2/9/98
In the presence of—
S. Phillips (signed)

Signed for and on behalf of
AUTOMOTIVE, FOOD, METALS, ENGINEERING,
PRINTING AND KINDRED INDUSTRIES UNION OF
WORKERS (WA BRANCH)—

J. Sharp-Collett (signed) Common Seal

In the presence of—

(indecipherable)

14.9.98

Signed for and on behalf of
COMMUNICATIONS, ELECTRICAL, ELECTRONIC,
ENERGY, INFORMATION, POSTAL, PLUMBING AND
ALLIED WORKERS UNION OF AUSTRALIA, ENGI-
NEERING AND ELECTRICAL DIVISION, WA BRANCH

James Murie (signed) Common Seal 7/9/98

In the presence of—

G. McCulloch

Signed for and on behalf of
WESTERN AUSTRALIAN BUILDERS' LABOURERS,
PAINTERS' AND PLASTERERS' UNION OF WORK-
ERS—

(indecipherable) Common Seal

In the presence of—

(indecipherable)

Signed for and on behalf of
CONSTRUCTION, MINING, ENERGY, TIMBERYARDS,
SAWMILLS AND WOODWORKERS' UNION OF AUS-
TRALIA (WA BRANCH)—

(indecipherable) Common Seal

In the presence of—

(indecipherable)

**SHOT CRETE CONCRETE PUMPING
INDUSTRIAL AGREEMENT.
No. AG 183 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Western Australian Builders' Labourers,
Painters & Plasterers Union of Workers

and

Shot Crete Pty Ltd.

AG 183 of 1998.

Shot Crete Concrete Pumping Industrial Agreement.

COMMISSIONER S J KENNER.

24 November 1998.

Order.

Having heard Mr J Maitland on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Shot Crete Concrete Pumping Industrial Agreement in the terms of the following schedule be and is registered with effect on and from the 15 October 1998.

(Sgd.) S.J. KENNER,

[L.S.]

Commissioner.

CONCRETE PUMPING AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Shot Crete Concrete Pumping Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement

3. Area and Parties Bound
 4. Application
 5. Aims and Objectives of this Agreement
 6. Term and Renewal of Agreement
 7. Wages and Allowances
 8. Dispute Settlement Procedure
 9. Safety Dispute Resolution
 10. First on Last Off
 11. Overtime
 12. Company Based Incentive Scheme
 13. Industry Standards
 14. Clothing and Footwear
 15. Training
 16. Pyramid Sub-contracting
 17. Sick Leave
 18. Fares and Travelling
 19. Flexibility of Rostered Days Off
 20. Workforce Levels
 21. Flexibility of Meal Breaks/Hours
 22. Income Protection
 23. No Extra Claims
 24. Drug and Alcohol, Safety and Rehabilitation Program
 25. Signatories to the Agreement
- Appendix

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers (hereinafter referred to as the "Union") and Shot Crete Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

1. This Agreement shall be binding on the Company, the Union and its' officers and employees eligible to be members of the Union employed by the Company, on concrete pumping work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the Award). There are approximately three (3) employees covered by this Agreement.

2. The provisions of this Agreement are in addition to entitlements specified in the Award and where there is an inconsistency the Agreement shall prevail.

5.—AIMS AND OBJECTIVES OF THE AGREEMENT

The Objectives of this Agreement are to—

1. Increase the efficiency of the Company by the effective use of the skills and commitment of the employees of the Company.
2. Improve the living standards, job satisfaction and continuity of employment of the Company's employees.
3. Develop best practice standards that are based upon a culture of opportunity, continuous learning and improvement through training.
4. Ensure that increases in efficiency on the job are implemented in such a way as to ensure that health and safety standards in the industry are maintained.
5. Provide a mechanism by which disputes can be resolved quickly and in a manner which shall avoid lost time.

6.—TERM AND RENEWAL OF AGREEMENT

1. This Agreement shall come into operation from the date of signing and shall remain in force until 31 October 1999.

2. Any party may terminate the Agreement provided three months' notice has first been given in writing.

3. The parties agree to commence discussions on the terms and conditions of any future Agreement three calendar months prior to the expiration of this Agreement.

7.—WAGES AND ALLOWANCES

1. The following rate shall apply to all employees covered by this Agreement.

- From date of signing, hourly rate \$15.90
From 1 February 1999, hourly rate \$16.34
From 1 August 1999, hourly rate \$16.56

2. In addition, the following allowance will be paid for work carried out—

- a) A rate of \$5.25 per hour will be paid to all employees while working on sites with a project value of \$1 million dollars or more.

8.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in the Award.

9.—SAFETY DISPUTE RESOLUTION

1. It is agreed the Company and their employees have a responsibility to ensure that workplaces are safe and that employees are not exposed to hazards.

2. In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.

3. No person shall dismiss a safety complaint. Any complaint should be referred to the Company's safety officer or worker's safety representative to be dealt with in accordance with the following procedures—

- a) Where any employee becomes aware of an unsafe situation, that employee will immediately notify the Company's safety officer or the worker's safety representative.
- b) The Company's safety officer and the worker's safety representative will take immediate action to have the unsafe situation rectified.
- c) Should the Company's safety officer consider that no safety precautions are necessary, he/she will notify the worker's safety representative accordingly as soon as possible.
- d) While there is disagreement on the ruling of the Company's safety officer, the Company's safety officer will arrange for the immediate transfer of all employees from the disputed area.
- e) Should the Company's safety officer be of the opinion that no action is necessary and the employees' safety representative disagrees, an appropriate inspector from Worksafe will be requested to undertake an inspection of the disputed area for the purpose of resolving any such matter.
- f) If disagreement still exists the chief inspector, construction branch of Worksafe or his/her nominee will be called in to assist in the resolution of the dispute.

4. Whilst the above procedure is being followed there will be no stoppage of work in respect of the matter being considered, except in the area alleged to be unsafe.

5. It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.

10.—FIRST ON LAST OFF

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 8—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

11.—OVERTIME

1. The allocation of overtime will be at the employer's prerogative provided that the employer will not discriminate against any employee.

2. The practice of "one in all in" will not occur.

3. An overtime roster may be introduced after agreement is reached between the employees, the Company and the Union.

12.—COMPANY BASED INCENTIVE SCHEME

1. The Company may negotiate incentive schemes which will not affect the terms of this Agreement. These schemes must ensure that the Award provides the base safety net and that all workers on-site have the opportunity to share in the proposed scheme.

2. Once negotiated incentive schemes will be submitted to the Union prior to its implementation for confirmation that the relevant Award requirements have been satisfied.

13.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$50 per week per employee into the Western Australian Construction Industry Redundancy Fund.

2. Superannuation

The Company will immediately increase its level of payment to \$60 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

14.—CLOTHING AND FOOTWEAR

1. The following items or other suitable clothing as agreed between the company and the Union will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

15.—TRAINING

A formal training programme specific to the Concrete Pumping Industry in WA will be prepared covering the following activities—

- Pump Operation
- Truck Driving
- Truck Servicing
- Welding
- Auto Electrics
- Hydraulic Machinery
- Concrete Technology

Employees will be entitled to 50 hours paid time per year at the appropriate rate for training pursuant to this clause.

16.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

17.—SICK LEAVE

For sick leave accrued after the date of signing of this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—FLEXIBILITY OF ROSTERED DAYS OFF

1. The parties agree to adopt flexible arrangement for the taking of RDO's over the duration of this project as a means to improve productivity. Where an alternate day is substituted for the scheduled RDO, the scheduled RDO will be regarded as a normal working day.

2. Any alternative arrangement for the taking of RDO's for this project will comply with the relevant provisions in the Award.

20.—WORKFORCE LEVELS

It is agreed that in addition to the pump operator, at least two employees will be utilised when a 4 inch hose is in operation. Further, in addition to the pump operator, at least three employees will be utilised when a 5 inch hose is in operation.

21.—FLEXIBILITY OF MEAL BREAKS/HOURS

Normal hours of work under this Agreement are within 6.00am and 4.00pm, although start time is not to commence after 7.30am. A half hour lunch break will be taken and no penalty rates are payable if the lunch break is taken between 11.00am and 2.00pm.

22.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

23.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement. However the Union reserves the right to raise unforeseen matters.

24.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix—Drug and Alcohol, Safety and Rehabilitation Program.

25.—SIGNATORIES

Signed for and on behalf of—

| | | |
|--------------|------------|--------------|
| The Unions: | BLPPU | (Sgd.) |
| | | Date: 8/9/98 |
| | Common | (Sgd.) |
| | Seal | WITNESS |
| The Company: | Shot-Crete | (Sgd.) |
| | Pty Ltd | Date: 8/9/98 |
| | Common | (Sgd.) |
| | Seal | WITNESS |

APPENDIX

1. PRINCIPLE

People dangerously affected by alcohol and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- b) The decision on a persons ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- c) There will be no payment of lost time to a person unable to work in a safe manner.
- d) If this happens three times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- e) For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- f) A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- c) Authorise the attendance of appropriate company personnel, eg: Safety officer, safety committee members, Union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

STRAMIT INDUSTRIES, MADDINGTON, WESTERN AUSTRALIA ENTERPRISE BARGAINING AGREEMENT 1998.
No. AG 181 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch

and

Stramit Industries.

AG 181 of 1998.

Stramit Industries, Maddington, Western Australia
Enterprise Bargaining Agreement 1998.

COMMISSIONER S J KENNER.

20 November 1998.

Order.

HAVING heard Mr G Sturman as agent on behalf of the applicant and Ms L Avon-Smith as agent on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Stramit Industries, Maddington, Western Australia Enterprise Bargaining Agreement 1998 in the terms of the following schedule be registered on 16 October 1998.

(Sgd.) S J KENNER,
Commissioner.

[L.S.]

STRAMIT INDUSTRIES — WESTERN AUSTRALIA
MADDINGTON, WESTERN AUSTRALIA
METAL TRADES AWARD
ENTERPRISE BARGAINING AGREEMENT 1998
STRAMIT INDUSTRIES
ENTERPRISE BARGAINING AGREEMENT 1998
Schedule.

1.—TITLE

This Agreement shall be known as the Stramit Industries, Maddington, Western Australia Enterprise Bargaining Agreement 1998.

2.—ARRANGEMENT

This Agreement is arranged as follows—

| Subject Matter | Clause No. |
|---------------------------------------|------------|
| Title | 1 |
| Arrangement | 2 |
| Application | 3 |
| Parties Bound | 4 |
| Date and Period of Operation | 5 |
| Relationship to Parent Award | 6 |
| Objectives of the Agreement | 7 |
| Service Standards | 7.1 |
| Competency of Personnel | 7.2 |
| Operator Based Maintenance | 7.3 |
| Safe Work Practices | 7.4 |
| Quality Accreditation | 7.5 |
| Customer Service Standards | 7.6 |
| Waste Minimisation | 7.7 |
| Key Indicators | 8 |
| Wages | 9 |
| Income Protection Insurance | 10 |
| Payment of Wages | 11 |
| Reclassification/Competency Standards | 12 |
| Journey Cover | 13 |
| Long Service Leave | 14 |
| Hours | 15 |
| Payroll Deduction | 16 |
| Right of Entry | 17 |

| | |
|----------------------------------|----|
| Trade Union Training Leave | 18 |
| Redundancy | 19 |
| No Extra Claims | 20 |
| Avoidance of Industrial Disputes | 21 |
| Not to be used as a Precedent | 22 |
| Agreement Monitoring Procedure | 23 |
| Renewal of Agreement | 24 |
| Commitment | 25 |
| Signatories to this Agreement | 26 |
| Appendix | |

3.—APPLICATION

a. This Agreement shall apply at Stramit Industries, Malcolm Road and Alloa Street, Maddington—to approximately 50 employees who are bound by the terms of the Metal Trades (General) Award 1966, No. 13 of 1965, in so far as those provisions relate to the parties referred to in Clause 4—PARTIES BOUND—of this Agreement.

4.—PARTIES BOUND

The parties to this Agreement are—

- Stramit Industries, Maddington, Western Australia (A division of Amtel Limited)
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian branch.
- All employees whether members of the organisations of employees named in this clause or not who are engaged in any of the occupations, trades, industries or callings specified in the Metal Trades (General) Award 1966, No. 13 of 1965.

5.—DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after the 21st May, 1998, and shall remain in force for a period of two years.

6.—RELATIONSHIP TO PARENT AWARD

- This Agreement shall be read and interpreted generally in conjunction with the Metal Trades (General) Award 1966, No. 13 of 1965, provided that where there is any inconsistency between this Agreement and the above mentioned Award, this Agreement, shall take precedence to the extent of the inconsistency.
- The Award conditions applicable at the 21st May, 1998, shall remain unchanged during the life of this Agreement.
- The parties agree that any form of individual contracts will not be introduced up to the nominal expiry date of this Agreement, i.e. AWA's, WPA's.

7.—OBJECTIVES OF THE AGREEMENT

The objectives of this Agreement are to achieve real and positive gains in productivity, efficiency, flexibility and service, as follows—

7.1—SERVICE STANDARDS

To extend our twenty four hour delivery cycle time beyond our Monoclad and Corrugated products in particular rainwater goods to a wider range of customers and product lines.

Actions

- Implement workload with regard for customer priorities.
- To ensure workload is completed on time for priority deliveries.
- To inform the appropriate supervisor as soon as it becomes apparent that production of an order may be delayed.
- Product quality standards to be closely monitored and maintained in accordance with Australian Standard AS/NZS ISO 9002 : 1994.
- Damage as a result of poor material handling, inadequate packaging, etc., to be closely monitored and corrective action implemented to eliminate these quality failure incidents.

7.2—FLEXIBILITY AND COMPETENCY OF PERSONNEL

Ensure the continuation of existing and future training plans to achieve total flexibility and competency of personnel across all areas of the operation.

Actions

a. Employees are required to fully participate in the Company's multi-skilling programme to develop a more highly skilled and flexible workforce.

b. Provide employees with appropriate training to acquire additional skills to enable them to move to higher classifications and develop their career paths. Issues which relate to training may be referred to the Consultative Committee for review.

c. Experienced employees are required to co-operate and assist with the training of other operators who are developing their skills.

d. Employees and other authorised persons operating overhead cranes and forklift trucks are required to achieve the Company's Certificate of Competency before using this equipment. See Appendices a and b.

e. In carrying out duties, employees will take all necessary steps to ensure that the quality, accuracy and completion of any job or task is maintained to the required standards.

7.3—OPERATOR BASED MAINTENANCE

Actions

a. Operators are required to carry out the daily maintenance schedule as specified in the Quality Assurance Operating Manuals.

b. Where necessary the Company will provide appropriate training for this work to be carried out.

c. Operators are required to report equipment malfunctions to their supervisor as soon as possible.

7.4—SAFE WORK PRACTICES

All employees and the Company are committed to safe working practices with the goal being Zero Lost Time Injuries.

There will be continual maintenance of the current lost time safety records through adherence and review of safe working practices, procedures and programmes.

Actions

a. It is the Company's and employee's obligation to provide and maintain a safe and healthy workplace.

b. The parties are committed to the elimination of all incidents which could result in personal injury, occupational illness, damage to Company property and the environment, or injury or damage to a customer or supplier.

c. All employees have an obligation as defined under the Western Australian Occupational Safety and Health Act 1984 (Occupational Safety and Health Regulations 1st July, 1996) to participate in the maintenance of a safe working environment and will be provided with training consistent with the requirements.

d. The Company shall operate a Safety Committee with an elected representative from each of the main work areas.

e. Delegates so elected must regularly attend Safety Committee Meetings. If absence is unavoidable then the Company's Occupational Health and Safety Committee Chairperson must be informed and a deputy provided.

f. It is strictly against the rules and a dismissible offence of this workplace to interfere with, or make inoperative, any safety equipment or guards in an unauthorised manner.

g. All work-related injuries must be reported to the appropriate supervisor/manager and noted by the same. Failure to report accidents may jeopardise payment of workers compensation should this subsequently be claimed.

h. Any damage to plant or equipment should be reported to the appropriate supervisor/manager as soon as possible.

i. Safety equipment, footwear and clothing issued to employees must be worn for the duties they perform.

7.5—QUALITY ACCREDITATION

The commitment and active participation of all employees in quality assurance procedures and methods required to maintain AS/NZS ISO 9002: 1994 accreditation.

7.6—CUSTOMER SERVICE STANDARDS

The Company has a commitment for all its employees to achieve and maintain levels of excellence in customer service and is re-affirmed with the specific objectives—

- a. reduce production and distribution related complaints
- b. reduce late orders
- c. Employees having direct customer contact are required to present themselves in a neat and tidy manner, which includes the wearing of Company provided clothing as issued.
- d. Such employees are required to conduct themselves in a helpful and courteous manner.

7.7—WASTE MINIMISATION

In order to achieve the effective and efficient utilisation of raw materials and management of finished goods the recording and observance of waste removal and management procedures will apply together with appropriate housekeeping practices. It is anticipated this will achieve a reduction in scrap and an overall reduction in coil change times on a machine by machine basis.

Actions

a. Strict adherence to procedures as set out in AS/NZS ISO 9002: 1994 will improve material utilisation and avoid the production of a sub-standard product.

b. Part coils must be treated with care and stored in positions to avoid damage.

c. Finished product must not be walked over or receive other rough handling which could result in damage.

d. Faulty material from the supplier must be reported to the Purchasing Officer to initiate the reclaim procedure.

e. Material returns from customers are to be handled in accordance with the AS/NZS ISO 9002: 1994 procedure and held in the quarantine area for reprocessing and sale.

f. Faulty product to be transferred to "sub-standard" area for secondary utilisation or sale.

8.—KEY INDICATORS

In order to achieve and maintain a continuously improving environment the following key indicators will be monitored and specific objectives measured throughout the life of this Agreement.

The key indicators are—

- a. Further equipment utilisation gains to be achieved by implementing new processes and work methods developed both by the Company and within the Consultative Committee with the aim of achieving the Company objective of **75%** utilisation.
- b. Coil change time reductions by machine and process. Objective is to achieve better than eight minutes on the three broad sheet mills and better than ten minutes on other machines.
- c. Reduce delivery cycle time to achieve next day delivery in all stock products and up to **25%** of Mono clad/Corrugated.
- d. Reduce production related complaints to **20** per month as recorded, via the Customer Service / Quality Incident Report.
- e. Scrap as a percentage of raw material inputs. The objective is to achieve at Malcolm Road a **0.75%** and at Alloo Street a **1.5%** average or less scrap level throughout the life of this Agreement.
- f. Improve safety performance—lost time accidents are to be recorded and investigated together with adherence to safe working practices and maintenance of good housekeeping standards. Target **0%** lost time injuries.
- g. Maintain AS/NZS ISO 9002 : 1994 accreditation.
- h. Minimise loss of productive hours due to non attendance. Target of no more than **2%** of the total ordinary hours worked.

9.—WAGES

a. Conditional on achieving the Key Performance Indicators, the Company will increase its wage rates as follows—

| Wage Group Classification Table | Col.1 | Col.2 | Col.3 |
|--|----------|----------|----------|
| | 19.05.97 | 21.05.98 | 21.05.99 |
| | | 5% | 5% |
| Level C13A Engineering Production Employee Level II | 454.30 | 477.02 | 500.87 |

MALCOLM ROAD

1. Use overhead electric crane in accordance with Stramit's Certificate of Competency.
2. Productively operate narrow feed roll formers (i.e. Monoforms, Stud, C75, Tile batten, Lipped channel).
3. Assist in operating all rolling mills (catcher).
4. Assist in general duties i.e., pick and pack, strap, bridging assembly, etc.
5. Carry out basic operator maintenance in line with our Quality Assurance policies and procedures.
6. Maintain Stramit QA/QC accreditation and work in accordance with Stramit Safety, Maintenance and Housekeeping regulations.
7. When moving up in classification there will be a payment adjustment for a minimum of four hours to the higher classification.

ALLOA STREET

1. Use overhead electric crane in accordance with Stramit's Certificate of Competency.
2. Productively operate single product roll formers (i.e. Ceiling battens, Fascia, Gutters, Angle mill, Roll top ridge, R.H.S.).
3. Assist in operating all flashing shop machines (offsider).
4. Assist in general duties i.e., pick and pack, strap, etc.
5. Operate clip presses, guillotine and bending machines up to 2.4 metres long.
6. Carry out basic operator maintenance in line with our Quality Assurance policies and procedures.
7. Maintain Stramit QA/QC accreditation and work in accordance with Stramit Safety, Maintenance and Housekeeping regulations.

| | | | |
|--|--------|--------|--------|
| Level C13B Engineering Production Employee Level II | 465.09 | 488.34 | 512.76 |
|--|--------|--------|--------|

MALCOLM ROAD

1. All of A above.
2. In house approved use of forklift trucks.
3. Productively operate broad sheet mills (Monoclad and Corrugated etc).

ALLOA STREET

1. All of A above.
2. In house approved use of forklift trucks.
3. Operate Cidan, guillotine and bending machines up to 5m capacity.

| | | | |
|--|--------|--------|--------|
| Level C13C Engineering Production Employee Level II | 475.90 | 499.70 | 524.69 |
|--|--------|--------|--------|

MALCOLM ROAD

1. All of A and B above.
 2. Operate Purlin mill and/or Speed Deck/Longspan mill.
- ALLOA STREET
1. All of A and B above.
 2. Operate all Slitting, Folding and Bending machines.
- All employees so classified shall work within the scope for all the skills appropriate to their grading.

i. The amount shown in Column 2 shall be payable from the beginning of the first pay period after the 21st May, 1998.

ii. The amount shown in Column 3 shall be payable from the beginning of the first pay period after the 19th May, 1999.

10.—INCOME PROTECTION INSURANCE

Consideration has been given to the question of Income Protection Insurance as part of the wage increase.

The choice of whether to have Income Protection Insurance is up to the individual employee. The Company can arrange payroll deductions should an employee choose to take out personal income protection insurance.

This agreement has been reached on the proviso that the claim for employee Income Protection Insurance has been addressed. If the Company changes its policy on this issue then it will be negotiated during the life of the current Enterprise Bargaining Agreement.

11.—PAYMENT OF WAGES

Wages are to be paid by Electronic Fund Transfer (EFT) for all employees engaged by Stramit Industries.

12.—RECLASSIFICATION / COMPETENCY STANDARDS

The parties agree that employees have access to reclassification and career path progression for skills utilised.

13.—JOURNEY COVER

Stramit Industries undertakes to provide Journey Cover for its employees. The provisions shall cover loss of wages up to \$1,000.00 per week with a maximum of 104 weeks for any one injury, commencing from the date of treatment by a qualified Medical Practitioner, plus death and permanent disability insurance of \$100,000.00 for each employee.

14.—LONG SERVICE LEAVE

Long Service Leave entitlements will be in accordance with the current Western Australian Legislation. However, the parties agree to discuss improved benefits during the life of this Agreement, should there be a general trend towards improvements in Long Service Leave entitlements in the Western Australian Metal Building Components Manufacturing Industry.

15.—HOURS

The parties agree to explore a more flexible hour's arrangements with a view to Implementation of Rostered Days Off.

This process will commence upon ratification of this Agreement and be finalised within three months.

Any changes shall be subject to Clause 13, Hours, of the Metal Trades (General) Award 1966.

16.—PAYROLL DEDUCTION

The Company agrees to provide payroll deduction for AMWU fees for employees nominating to use the facility. Payroll deduction shall commence after written authorisation is supplied to Stramit by the employee concerned.

17.—RIGHT OF ENTRY

Right of Entry shall reflect current practice, i.e. the AMWU official will contact the Operations Manager and inform him/her of his/her intention to visit the site. The AMWU official will first report to the Company's reception and record his/her presence in accordance with the Company's standard safety procedure. The Union official and accredited AMWU delegates shall only be allowed to interview AMWU members in Company time with the prior approval of the Management otherwise interviews must be conducted in employee's own time.

18.—TRADE UNION TRAINING

The parties agree to trade union training leave without loss of ordinary pay, provided that the course on offer by the Union relates to the field in which accredited Union representatives are required to operate. At least three weeks notice shall be given by the Union and all other costs are to be at the Unions expense.

All leave up to a maximum of three days per year per union delegate shall be at the discretion of the Company but will not be unreasonably refused.

19.—REDUNDANCY

Where the Company has made a definite decision that there is no work for an employee or employees the following shall apply—

- a. The Company will inform the Union as soon as practicable that the redundancies are to occur and, if required, the parties will discuss the matter as soon as possible.

- b. Where possible the Company will offer alternative employment. Employees will be given a period of one (1) month to decide if the alternative employment is satisfactory. Should they decide to resign within this trial period the provisions of this Agreement, including the payments, will apply.

Employees, who accept alternative employment after the trial period will retain continuous service with the Company, will not be redundant and will not be subject to this Agreement

Employees who decide to leave the Company during a period of notice of redundancy shall be entitled to the full redundancy payments and benefits.

c. DEATH UNDER NOTICE

If an employee dies under notice of retrenchment all the employee's entitlements under this Agreement are to be paid into the employee's estate.

d. NOTICE OF RETRENCHMENT

The Award provision for the period of notice of retrenchment shall apply, either in time or money in lieu, as follows—

| Completed Years of Service | Notice of Payment |
|---|-------------------|
| During the first month | 1 day |
| More than one month but Less than one year | 1 week |
| One year and less than three years | 2 weeks |
| Three years and less than five years | 3 weeks |
| Five years and over | 4 weeks |

Employees over forty five years of age at the time of giving the notice with not less than two years continuous service shall be entitled to an additional week's notice.

e. REDUNDANCY PAYMENTS

Redundancy payments will be made on the basis of Three (3) weeks per completed year of service (pro rata monthly)

f. REDUNDANCY CONDITIONS

The following conditions will apply at the time of redundancy—

- i. The Company will take into account factors such as length of service, employee's skills and requests for redundancy, in making decisions on redundancies, but shall not be restricted in deciding redundancies in any way that will inhibit the effective operation of the business.
- ii. Annual leave loading of 17.5% will be paid on all Annual Leave.
- iii. Pro rata Long Service Leave payments will be paid out in accordance with the employee's entitlements as stated in the Western Australian Long Service Leave Legislation.

20.—NO EXTRA CLAIMS

The parties to this Agreement undertake that during the period of operation of this Agreement, there shall be no further wage increase sought, or granted, except for those which may be handed down through a State or National Wage decision or where an employee has been re-classified to a higher grade.

21.—AVOIDANCE OF INDUSTRIAL DISPUTE
EMPLOYEE GRIEVANCE PROCEDURE

a. The disputes settlement procedure provided for in the Metal Trades (General) Award 1996, No. 13 of 1965, shall apply to any matter in dispute between the Company, employees and the Union.

22.—NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

23.—AGREEMENT MONITORING PROCEDURE

This Agreement shall be subject to continuous monitoring and review by a Consultative Committee, made up of a minimum of three elected employees and two managers, and review periods of no longer than one (1) month to ensure that expected performance improvement actually occurs. In particular, adverse movements in the productive performance measures will be a primary trigger for the review procedure.

Accordingly, in the event that performance fails to match expectations, or subsequently deteriorates, corrective action will be taken without delay.

24.—RENEWAL OF AGREEMENT

Discussions will take place three (3) months prior to the expiry of this Agreement to discuss the nature of changes, if any, to the Agreement.

25.—COMMITMENT

This Agreement commits every employee of Stramit Industries, Maddington, Western Australia, Management and the Union to exercise the necessary flexibility and broadness of approach to allow the measures and objectives outlined in the Agreement to be achieved.

26.—SIGNATORIES TO THIS AGREEMENT

(Sgd.) ELTON W. BROWN

General Manager W.A.

Stramit Industries

Western Australia

Dated this 3rd day of September 1998.

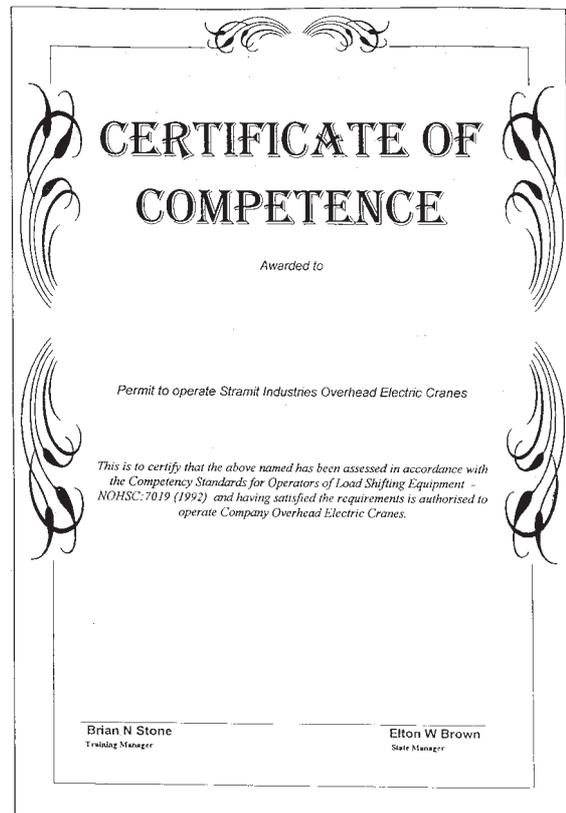
(Sgd.) JOHN FERGUSON for JOHN SHARP-COLLETT

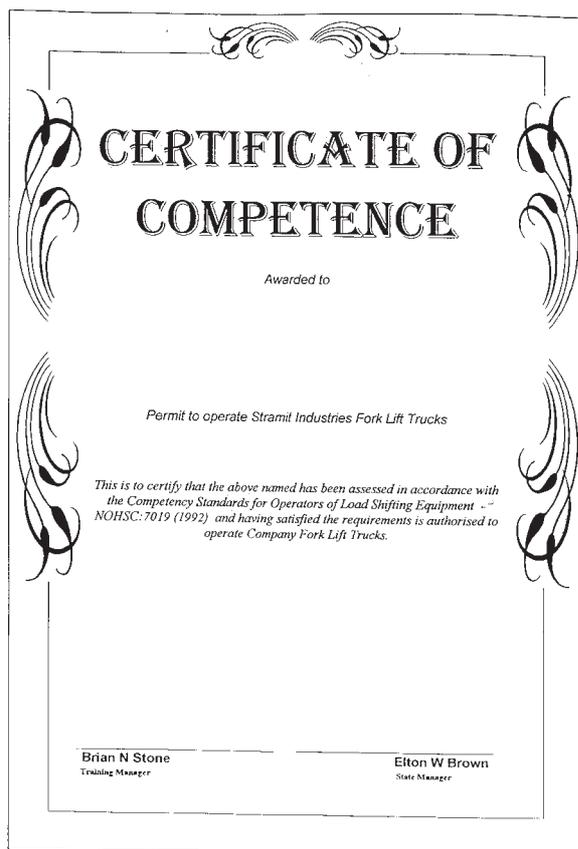
Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers—Western Australian Branch

Dated this 9th day of September 1998.

APPENDIX

- a. Certificate of Competence—Overhead Electric Cranes
- b. Certificate of Competence—Fork Lift Trucks





**STRAMIT INDUSTRIES (MADDINGTON)
WESTERN AUSTRALIA ENTERPRISE
BARGAINING AGREEMENT 1998.
No. AG 123 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

Transport Workers' Union of Australia, Industrial Union of
Workers, Western Australian Branch
and

Stramit Industries (Maddington).

No. AG 123 of 1998.

Stramit Industries (Maddington) Western Australia
Enterprise Bargaining Agreement 1998.

26 November 1998.

Order.

HAVING heard Mr G. Ferguson on behalf of the applicant
and Mr J. Uphill on behalf of the respondent and by consent,
the Commission, pursuant to the powers conferred on it under
the Industrial Relations Act, 1979, hereby orders—

THAT the Stramit Industries (Maddington) Western
Australia Enterprise Bargaining Agreement 1998 as filed
in the Commission on the 20th day of July 1998 is regis-
tered on and from the 24th day of November 1998.

[L.S.]

(Sgd.) A.R. BEECH,
Commissioner.

Schedule.

1.—TITLE

This Agreement shall be known as the Stramit Industries
(Maddington) Western Australia Enterprise Bargaining Agree-
ment.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Application
 4. Parties Bound
 5. Date and Period of Operation
 6. Relationship to Parent Award
 7. Objectives of the Agreement
 8. Key Indicators
 9. Wages
 10. Income Protection Insurance
 11. Payment of Wages
 12. Journey Cover
 13. Right of Entry
 14. Redundancy
 15. No Extra Claims
 16. Avoidance of Industrial Dispute Employee Grievance Procedure
 17. Not to be used as a Precedent
 18. National Standards
 19. Agreement Monitoring Procedure
 20. Renewal of Agreement
 21. Commitment
 22. Signatories to this Agreement
- Appendix

3.—APPLICATION

(a) This Agreement shall apply at Stramit Industries—
Malcolm Road, Maddington—to approximately 12 employees
who are bound by the terms of the Transport Workers' (Gen-
eral) Award No. 10 of 1961 as amended and consolidated by
No. 63A of 1980, in so far as those provisions relate to the
parties referred to in Clause 4.—Parties Bound of this Agree-
ment.

(b) It is the express intention of the parties that the terms of
this Enterprise Bargaining Agreement shall be met notwith-
standing the provision of the Award referred to in (a) above. In
all other aspects the provisions of the relevant Award shall
apply.

4.—PARTIES BOUND

The parties to this Agreement are—

- (a) Stramit Industries (Maddington) Western Australia
(A division of Amtel Limited).
- (b) All employees engaged in any of the occupations,
industries or callings specified in the Transport Work-
ers' (General) Award No. 10 of 1961 as amended
and consolidated by No. 63A of 1980.
- (c) The organisation that represents the employees de-
fined in (b) namely—
Transport Workers' Union of Australia, Industrial
Union of Workers, Western Australian Branch.
- (d) The parties agree to oppose any applications by other
parties to be joined to this Registered Agreement.

5.—DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first
pay period to commence on or after the 21st May 1998 and
shall remain in force for a period of two years.

6.—RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in con-
junction with the Transport Workers' (General) Award No. 10
of 1961 as amended and consolidated by No. 63A of 1980,
provided that where there is any inconsistency between this
Agreement and the Transport Workers' (General) Award No.
10 of 1961 as amended and consolidated by No. 63A of 1980,
this Agreement, shall take precedence to the extent of the in-
consistency.

7.—OBJECTIVES OF THE AGREEMENT

The objectives of this Agreement are to achieve real and positive gains in productivity, efficiency, flexibility and service, as follows—

7.1 Service Standards

To extend our twenty four hour delivery cycle time to a wider range of customers and product lines.

Actions

- (a) To ensure priority deliveries are made on time.
- (b) Damage as a result of transit and off loading to be closely monitored to eliminate these quality failure incidents.
- (c) To inform the appropriate supervisor as soon as it becomes apparent that an order has been damaged or that delivery of an order may be delayed.

7.2 Flexibility of Competency of Personnel

Ensure the continuation of existing and future training plans to achieve total flexibility and competency of personnel across all areas of the operations, as required, without any artificial restrictions inhibiting same. Consistent with the foregoing, an effective competency appraisal system is to be established to ensure individual and organisational needs are satisfied.

Actions

- (a) Employees are required to fully participate in the Company's multi-skilling programme to develop a more highly skilled and flexible workforce.
- (b) Providing employees with appropriate training to acquire additional skills.
- (c) Remove any barriers to the utilisation of skills acquired provided appropriate training has been provided with due regard to the nature of work at hand and the safety of personnel. To this end employees will continue to perform a wide range of functions and duties including work which is incidental to their main task or functions provided same is within the skills and competence of the employee/s concerned.
- (d) Experienced employees are required to co-operate and assist with the training of other employees who are developing their skills.
- (e) Employees and other authorised persons operating overhead cranes and forklift trucks are required to achieve the Company's Certificate of Competency (see Appendix), before using this equipment. A listing of authorised personnel is to be maintained by the Company.
- (f) In carrying out duties, employees shall ensure and take all necessary steps to ensure that the quality, accuracy and completion of any job or task are maintained to the required standards. Employees shall not impose any restriction or limitations on the measurement and/or review of work methods or the utilisation of labour under the terms and conditions of the Agreement.

7.3 Operator Equipment Checks

Drivers will regularly carry out their own routine checks and report vehicle equipment malfunction to their Supervisor at the earliest opportunity.

Such checks will be recorded by entering on the daily run sheet. It will be reviewed as a key performance indicator.

7.4 Safe Work Practices

To minimise lost time accidents and injuries through adherence and review of safe working practices, procedures and programmes.

Actions

- (a) The parties are committed to the elimination of all incidents which could result in personal injury, occupational illness or damage to

Company property and the environment or injury or damage to a customer or supplier.

- (b) All employees have an obligation as defined under the Western Australian *Occupational Safety and Health Act 1984* (Occupational Safety and Health Regulations 1st July, 1996) to participate in the maintenance of a safe working environment.
- (c) The Company operates a Safety Committee with an elected representative from each of the main work areas.
- (d) A Delegate, so elected, must regularly attend Safety Committee Meetings. If absence is unavoidable then the Company's Safety Officer must be informed and a deputy provided.
- (e) Employees will be provided with training in the performance of their tasks, consistent with the requirements of the Western Australian *Occupational Safety and Health Act 1984*.
- (f) All work-related injuries must be reported to the appropriate supervisor/manager and noted by the same. Failure to report accidents may jeopardise payment of accident compensation should this subsequently be claimed.
- (g) Any damage to Company vehicles, equipment or third parties should be reported to the appropriate supervisor/manager within twenty four hours.

7.5 Personal Protective Equipment

The Company will eliminate where possible potential work hazards through job design. When this is not possible, the Company will provide personal protective equipment (PPE) to prevent injury to employees. Employees will be supplied and shall wear/use at all times and maintain, as directed, appropriate protective clothing and equipment, for the job or task being performed.

The relevant Occupational Health and Safety Committee will be the body for reviewing and recommending PPE standards based on inputs from task analysis, users of PPE and Australian Standards.

7.6 Quality Accreditation

The commitment and active participation of all employees in quality assurance procedures and methods required to AS/NZS ISO 9002 : 1994.

7.7 Customer Service Standards

The Company has a commitment for all its employees to achieve and maintain levels of excellence in customer services and is re-affirmed with the specific objectives—

- (a) reduce production and distribution related complaints;
- (b) reduce late orders;
- (c) employees having direct customer contact are required to present themselves in a neat and tidy manner, which includes the wearing of Company provided clothing as issued;
- (d) such employees are required to conduct themselves in a helpful and courteous manner.

8.—KEY INDICATORS

In order to achieve and maintain a continuous improvement environment the following key indicators will be monitored and specific objectives measured throughout the life of this Agreement.

The key indicators are—

- (a) Co-operate with the Company's policy of reducing delivery cycle time to achieve next day delivery in all stock products and up to 25% of Monoclad/Corrugated.
- (b) Reduce incidents of damage during loading, transit and off loading and other related distribution complaints via the Customer Service/Quality Incident reporting system.

- (c) Improve safety performance—lost time accidents are to be recorded and investigated together with adherence to safe working practices and maintenance of good housekeeping standards. Target 0%.
- (d) Maintain Quality Assurance to AS/NZS ISO 9002 : 1994 accreditation.
- (e) Minimise loss of productive hours due to non attendance with a target of no more than 2% of total ordinary hours worked.
- (f) A reduction of vehicle accidents and damage to customer's property to achieve a target of nil incidents during the life of this Agreement.
- (g) A Consultative Committee with the minimum membership of two employees has been established to monitor, communicate and modify where appropriate the performance of these key indicators.

9.—WAGES

Conditional on achieving the Key Performance Indicators, the Company will increase its wage rates with regard to Transport Workers' (General) Award No. 10 of 1961 as amended and consolidated by No. 63A of 1980 as follows—

| Wage Group Classification Table | Col. 1 | Col. 2 | Col. 3 |
|---------------------------------|---------|---------|---------|
| | 19.5.97 | 21.5.98 | 21.5.99 |
| | | 5% | 5% |
| Grade 1 | 420.31 | 441.33 | 463.40 |
| Grade 2 | 438.16 | 460.07 | 483.07 |
| Grade 3 | 447.24 | 469.60 | 493.08 |
| Grade 13A—Special Loader | 454.30 | 477.02 | 500.87 |
| Grade 4 | 460.65 | 483.68 | 507.86 |
| Grade 5 | 469.74 | 493.23 | 517.89 |
| Grade 6 | 486.41 | 510.73 | 536.27 |
| Grade 7 | 488.56 | 513.00 | 538.65 |
| Grade 8 | 510.10 | 535.61 | 562.39 |
| Grade 9 | 523.28 | 549.44 | 576.91 |
| Grade 10 | 545.67 | 572.95 | 601.60 |

10.—INCOME PROTECTION INSURANCE

Consideration has been given to the question of Income Protection Insurance as part of the wage increase.

The choice of whether to have Income Protection Insurance is up to the individual employee. The Company can arrange payroll deductions should an employee choose to take out personal income protection insurance.

This Agreement has been reached on the proviso that the claim for employee Income Protection Insurance has been addressed.

11.—PAYMENT OF WAGES

Wages are to be paid by Electronic Fund Transfer (EFT) for all employees engaged by Stramit Industries.

12.—JOURNEY COVER

Stramit Industries undertakes to provide Journey Cover for its employees. The provisions shall cover loss of wages up to \$1,000.00 per week with a maximum of 104 weeks for any one injury, commencing from the date of treatment by a qualified Medical Practitioner, plus death and permanent disability insurance of \$100,000.00 for each employee.

13.—RIGHT OF ENTRY

Right of Entry shall reflect current practice, i.e. the TWU official will contact the Operations Manager or the Distribution Supervisor and inform him / her of his / her intention to visit the site. The TWU official will first report to the Company's reception and record his / her presence in accordance with the Company's standard safety procedure. The union official and accredited TWU delegates shall only be allowed to interview TWU members in Company time with the prior approval of the Management, otherwise interviews must be conducted in the employee's own time.

14.—REDUNDANCY

Where the Company has made a definite decision that there is no work for an employee or employees the following shall apply—

- (a) The Company will inform the Union as soon as practicable that the redundancies are to occur and, if required, the parties will discuss the matter as soon as possible.

- (b) Where possible the Company will offer alternative employment. Employees will be given a period of one (1) month to decide if the alternative employment is satisfactory. Should they decide to resign within this trial period the provisions of this Agreement, including the payments, will apply.

Employees, who accept alternative employment after the trial period will retain continuous service with the Company, will not be redundant and will not be subject to this Agreement.

Employees who decide to leave the Company during a period of notice of redundancy shall be entitled to the full redundancy payments and benefits.

- (c) Death under Notice

If an employee dies under notice of retrenchment all the employee's entitlements under this Agreement are to be paid into the employee's estate.

- (d) Notice of Retrenchment

Notice of retrenchment shall apply, either in time or money in lieu, as follows—

| Complete Years of Service | Notice of Payment |
|--|-------------------|
| During the first month | 1 day |
| More than one month but less than one year | 1 week |
| One year and less than three years | 2 weeks |
| Three years and less than five years | 3 weeks |
| Five years and over | 4 weeks |

Employees over forty five years of age at the time of giving the notice with not less than two years continuous service shall be entitled to an additional week's notice.

- (e) Redundancy Payments

Redundancy payments will be made on the basis of Three (3) weeks per completed year of service (Pro rata monthly)

- (f) Redundancy Conditions

The following conditions will apply at the time of redundancy—

- i. The Company will take into account factors such as length of service, employee's skills and requests for redundancy, in making decisions on redundancies, but shall not be restricted in deciding redundancies in any way that will inhibit the effective operation of the business.
- ii. Annual Leave loading of 17.5% will be paid on all Annual Leave.
- iii. Pro rata Long Service Leave payments will be paid out in accordance with the employee's entitlements as stated in the Western Australian Long Service Leave Legislation.

15.—NO EXTRA CLAIMS

The parties to this Agreement undertake that during the period of operation of this Agreement, there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

16.—AVOIDANCE OF INDUSTRIAL DISPUTE EMPLOYEE GRIEVANCE PROCEDURE

The disputes settlement procedure provided for in the Transport Workers' (General) Award No. 10 of 1961 as amended and consolidated by No. 63A of 1980, shall apply to any matter in dispute between the Company, employees and the Union.

17.—NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any plant or enterprise.

18.—NATIONAL STANDARDS

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave, etc.

19.—AGREEMENT MONITORING PROCEDURE

This Agreement shall be subject to continuous monitoring by the Consultative Committee and review periods of no longer than one (1) month to ensure that expected performance improvement actually occurs. In particular, adverse movements in the productive performance measures will be a primary trigger for the review procedure.

Accordingly, in the event that performance fails to match expectations, or subsequently deteriorates, corrective action will be taken without delay.

20.—RENEWAL OF AGREEMENT

Discussions will take place three months prior to the expiry of this Agreement to discuss the nature of changes, if any, to the Agreement.

21.—COMMITMENT

This Agreement commits every employee, covered by the Transport Workers' (General) Award No. 10 of 1961 as amended and consolidated by No. 63A of 1980, of Stramit Industries (Maddington) Western Australia, Management and the Union to exercise the necessary flexibility and broadness of approach to allow the measures and objectives outlined in the Agreement to be achieved.

22.—SIGNATORIES TO THIS AGREEMENT

E.W. BROWN

ELTON W. BROWN
State Manager W.A.
Stramit Industries
Western Australia

Dated this 30th day of June 1998

J. McGIVERON

J. McGIVERON
Transport Workers' Union of Australia, Industrial
Union of Workers, Western Australian Branch

Dated this 1st day of July 1998

APPENDIX

- (a) Certificate of Competence—Overhead Electric Cranes
- (b) Certificate of Competence—Fork Lift Trucks

CERTIFICATE OF COMPETENCE

Awarded to

Permit to operate Stramit Industries Overhead Electric Cranes

This is to certify that the above named has been assessed in accordance with the Competency Standards for Operators of Load Shifting Equipment - NOHSC:7019 (1992) and having satisfied the requirements is authorised to operate Company Overhead Electric Cranes.

Date

Brian N Stone
Training Manager
Elton W Brown
State Manager

CERTIFICATE OF COMPETENCE

Awarded to

Permit to operate Stramit Industries Fork Lift Trucks

This is to certify that the above named has been assessed in accordance with the Competency Standards for Operators of Load Shifting Equipment - NOHSC:7019 (1992) and having satisfied the requirements is authorised to operate Company Fork Lift Trucks.

Date

Brian N Stone
Training Manager
Elton W Brown
State Manager

SWAN CHRISTIAN EDUCATION ASSOCIATION INC. (ENTERPRISE BARGAINING) AGREEMENT 1998. No. AG 238 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers

and

Swan Christian Education Association Inc.

No. AG 238 of 1998.

Swan Christian Education Association Inc. (Enterprise Bargaining) Agreement 1998.

COMMISSIONER P E SCOTT.

2 December 1998.

Order.

HAVING heard Ms T Howe on behalf of the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers and Mr A J Campbell on behalf of Swan Christian Education Association Inc. and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Swan Christian Education Association Inc. (Enterprise Bargaining) Agreement 1998 in the terms of the following schedule be registered on the 18th day of November 1998.

(Sgd.) P.E. SCOTT,
Commissioner.

[L.S.]

Schedule.

1.—TITLE

This agreement shall be known as the Swan Christian Education Association Inc. (Enterprise Bargaining) Agreement 1998 and shall replace the Swan Christian Education Association Inc. (Enterprise Bargaining) Agreement 1997.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Parties to the Agreement
4. Scope of Agreement
5. Date and Duration of Agreement
6. Expiration of Agreement
7. Relationship to Parent Award
8. Single Bargaining Unit
9. Objectives
10. Salary Rates
11. Agreed Efficiency Improvements
12. Agreed Entitlements
13. Remuneration Package
14. Redundancy Provisions
15. Other Matters
16. No Reduction
17. No Further Claims
18. No Precedent
19. Dispute Resolution Procedure
20. Signatories

3.—PARTIES TO THE AGREEMENT

This agreement is made between the Swan Christian Education Association Inc. (SCEA) and The Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers (the ISSOA) a registered organisation of employees (the parties).

The Swan Christian Education Association Inc. administers Armadale Christian College, Beechboro Christian School, Kalamunda Christian School, Midland Christian School, Mundaring Christian School and Swan Christian College, (the schools).

4.—SCOPE OF AGREEMENT

(1) This agreement shall apply to all teachers employed by the SCEA who are covered by the provisions of the scope of the Independent Schools' Teachers' Award 1976 (the award).

(2) The number of employees covered by this agreement is 94.

5.—DATE AND DURATION OF AGREEMENT

This agreement shall come into effect on the 18th November 1998 and shall apply until 31st December 1999.

6.—EXPIRATION OF AGREEMENT

On the expiration of this agreement, and in the absence of the registration of a subsequent enterprise agreement, the provisions of this agreement shall apply until such time as a new agreement is registered and takes effect.

7.—RELATIONSHIP TO PARENT AWARD

This agreement shall be read and interpreted in conjunction with the award.

Where there is any inconsistency between this agreement and the award, this agreement will prevail to the extent of the inconsistency.

8.—SINGLE BARGAINING UNIT

Parties to this agreement have formed a single bargaining unit.

The single bargaining unit has conducted negotiations with representatives of teachers in the schools and with representatives of the SCEA.

9.—OBJECTIVES

In reaching this agreement the parties have recognised the need to—

- (1) Consolidate and develop further, initiatives arising out of the award restructuring process.
- (2) Accept a mutual responsibility to maintain a working environment which will ensure that SCEA and

its teachers become genuine participants and contributors to the Schools' aims, objectives and philosophy.

- (3) Safeguard and improve the quality of teaching and learning by emphasising the upgrading of professional skills and knowledge. SCEA and the teachers acknowledge that this upgrading of skills and experience can best occur when both the School and teachers share responsibility for professional development by undertaking both in-service and external courses and training partly during school time and partly during the teachers' time.
- (4) Ensure that all teachers meet and continue to meet the Christian criteria for membership of SCEA as it applies to members with voting rights.
- (5) Recognise that the SCEA schools are established and maintained to give access to affordable Christian Education to as wide a cross-section of the community as possible.
- (6) Acknowledge that SCEA schools facilitate the constructive involvement of parents in the life of the schools and exist to provide learning and teaching opportunities that will support the Christian ethos of SCEA and its member families.
- (7) Acknowledge that each school is managed within the SCEA policy framework supplemented by policies of the relevant school.

10.—SALARY RATES

(1) The minimum annual rate of salary payable to teachers engaged in the classifications prescribed in Clause 11.—Salaries of the award shall be—

| Step | From 1 July 1997 Per Annum \$ | From 1 July 1998 Per Annum \$ | From 1 July 1999 Per Annum \$ |
|------|-------------------------------------|-------------------------------------|-------------------------------------|
| 1 | 25,844 | 25,844 | 25,844 |
| 2 | 27,571 | 27,571 | 27,571 |
| 3 | 29,149 | 30,315 | 31,224 |
| 4 | 30,796 | 32,028 | 32,988 |
| 5 | 32,015 | 33,296 | 34,295 |
| 6 | 33,935 | 35,292 | 36,351 |
| 7 | 35,249 | 36,659 | 37,759 |
| 8 | 36,838 | 38,312 | 39,461 |
| 9 | 39,426 | 41,003 | 42,233 |
| 10 | 40,638 | 42,263 | 43,531 |
| 11 | 42,320 | 44,013 | 45,333 |
| 12 | 43,763 | 45,513 | 46,878 |
| 13 | 45,493 | 47,314 | 48,733 |

(2) In the event of any safety net adjustment being applied to the award, such adjustment shall be absorbed into the salary rates prescribed by this agreement.

11.—AGREED EFFICIENCY IMPROVEMENTS

(1) Payment for Relief Teachers

Notwithstanding the provisions of subclause (5) of Clause 11.—Salaries of the award, relief teachers employed for five days or less may be engaged by the day or half day. A half day is determined as the hours usually worked in the schools prior to or immediately following the lunch break.

(2) Appointment to a SCEA School

A teacher appointed to a position at a SCEA School who at the end of the initial twelve months, is deemed by the school not to have developed adequate teaching skills, may be appointed as a temporary teacher and subject to paragraph (2) of Item 2.—Induction of Appendix 1 of the award.

(3) Long Service Leave

Notwithstanding the provisions of subclause (1) of Clause 10.—Long Service Leave of the award, from 1st January 1995 a teacher who has completed eight years' continuous service with SCEA shall be entitled to take ten weeks' long service leave on full pay, corresponding with a completed term. Each subsequent period of eight years service shall qualify the teacher for a further ten weeks' long service leave on full pay corresponding with a complete term.

(4) Promotional Positions

While maintaining the promotion structure described in the award, the school shall have the discretion to adapt this structure to meet its educational needs. The normal process of appointment to promotional positions will be followed.

(5) Mobility of Teachers

Teachers employed continuously in the one school for a period of ten years will be encouraged to transfer to another SCEA school to a position at least comparable in status and salary to the existing position.

(6) Professional Development

The parties accept a mutual responsibility to share in the teachers' professional development and recognise that courses outside of school hours should be made available to teachers.

(7) Senior Teacher

Senior Teacher Level One and Level Two will be paid an allowance at the rate of 3.2% and 6.9% respectively based on step 13 of the salary rates at Clause 10.

(8) Policies

All teachers agree to abide by the policies, rules and regulations of the School as determined by the Board and the School Council.

12.—AGREED ENTITLEMENTS

(1) Family Leave

- (a) A teacher who is unable to attend or remain at his/her place of employment during the normal hours of duty by reason of the ill health or injury of a family member shall be entitled to take paid leave of up to 3 days per year.
- (b) Such leave shall not accrue from year to year.
- (c) Such leave shall be debited to the teacher's accrued sick leave.
- (d) Such leave shall not prejudice a teacher's rights to special leave in accordance with the provisions of the award.

(2) Deferred Salary

Teachers may apply to the Principal to work for 4 years on 80% salary and defer the balance into an accumulation fund. In the fifth year the teacher may have leave and be paid the balance of the accumulation fund. At any time in the first three years the teacher may return to the full salary and forego the entitlement to a year's leave with pay. In this event, or if the teacher leaves the employ of SCEA for any reason whatsoever, the salary withheld will be paid in full.

13.—REMUNERATION PACKAGE

(1) For the purposes of this clause—

- (a) "Benefits" means the benefits nominated by the teacher from the benefits provided by the School and listed in paragraph (d) of subclause (3) of this clause.
- (b) "Benefit Value" means the amount specified by the School as the cost to the School of the benefit provided including Fringe Benefit Tax, if any.
- (c) "Fringe Benefit Tax" means tax imposed by the Fringe Benefits Tax Act 1986.
- (d) The cost of any Fringe Benefits Tax to the school will be borne by the teacher and not the school.

(2) Conditions of Employment

Except as provided by this clause, teachers must be employed at a salary based on a rate of pay, and on terms and conditions, not less than those prescribed by the agreement.

(3) Salary Packaging

The School may offer to provide and the teacher may agree in writing to accept—

- (a) salary packaging of up to 40% of gross salary in the form of expense benefit payments;
- (b) the Benefits nominated by the teacher and approved by the employer;
- (c) a salary equal to the difference between the Benefit Value and the salary which would have applied to the teacher or under subclause (2) of this clause, in the absence of an agreement under this subclause;
- (d) the available Benefits are those made available by the School from the following list—
 - (i) Superannuation;
 - (ii) Motor Vehicle; and
 - (iii) other benefits as agreed between the teacher and the School;

- (e) the School must advise the teacher in writing of the Benefit Value before the agreement is entered into.

(4) During the currency of an agreement under subclause (3) of this clause—

- (a) Any teacher who takes paid leave on full pay shall receive the Benefits and salary referred to in paragraphs (a) and (b) of subclause (3) of this clause.
- (b) If a teacher takes leave without pay the teacher will not be entitled to any Benefits during the period of leave.
- (c) If a teacher takes leave on less than full pay he or she shall receive—
 - (i) the Benefits; and
 - (ii) the amount of salary calculated as agreed between the School and the teacher.
- (d) The salary of the teacher determined in accordance with the qualifications and recognised experience of the teacher contains the Fringe Benefits Tax if any, to be paid by the teacher and the Benefit Value of the available benefits under paragraph (a) of this subclause selected by the teacher.

(5) Renewal of the salary package will be on an annual basis by agreement between the parties.

14.—REDUNDANCY PROVISIONS

(1) Should a position in a SCEA school become redundant then the following provisions of—

- (a) the Workplace Relations Act (1996); and/or
- (b) this agreement,

whichever is greater, shall apply.

(2) In calculating the years of service of a teacher, all continuous service within the SCEA will be considered and not only the service completed at the current school.

(3) Where a school proposes to make one or more teaching positions redundant the SCEA shall make redundancy payments to the teachers made redundant.

- (a) if a teacher is under 45 years of age;

| Period of Service | Weeks of severance pay |
|--------------------------------------|--|
| Less than 1 year | Nil |
| One year and less than two years | 4 weeks |
| Two years and less than three years | 6 weeks |
| Three years and less than four years | 7 weeks |
| Four years and above | 2 weeks per year of service to a maximum of 12 weeks |

- (b) if a teacher is 45 years of age or older;

| Period of Service | Weeks of severance pay |
|--------------------------------------|--|
| Less than 1 year | Nil |
| One year and less than two years | 4 weeks |
| Two years and less than three years | 6 weeks |
| Three years and less than four years | 7 weeks |
| Four years and above | 2 weeks per year of service to a maximum of 14 weeks |

(4) When the SCEA identifies a potential redundancy and before a teacher is named as the employee whose position has been declared redundant, the SCEA shall offer all teachers at the school the opportunity to take leave without pay for a period of one school year or such a period to resolve the potential redundancy. Where a suitable application is received that resolves the potential redundancy, then the teacher shall be granted leave without pay for the period. At the end of the voluntary period of leave a teacher shall be reinstated on an equivalent basis to that existing at the commencement of leave.

(5) If during the life of this agreement the Australian Industrial Relations Commission moves to a new redundancy standard in excess of the provisions of this clause, then the new standard will apply and as such the parties agree to amend this agreement accordingly.

(6) Notwithstanding the other provisions of this clause, nothing shall prevent the parties from negotiating a redundancy settlement in excess of the provisions as determined in subclause (3) of this clause.

15.—OTHER MATTERS

The parties agree to discuss such matters that are of relevance to either the School or the teachers.

16.—NO REDUCTION

Nothing contained herein shall allow the School to reduce the salaries or conditions of a teacher which prevailed prior to entering into this agreement, except where provided by this agreement.

17.—NO FURTHER CLAIMS

It is a condition of this agreement that the parties will not seek any further claims with respect to salaries or conditions during the period of this agreement unless they are consistent with the State Wage Case Principles.

18.—NO PRECEDENT

It is a condition of this agreement that the parties will not seek to use the terms contained herein as a precedent for other enterprise agreements, whether they involve the School or not.

19.—DISPUTE RESOLUTION PROCEDURE

(1) A dispute is defined as any questions, disputes or difficulties arising out of this agreement.

(2) The parties to the dispute shall make reasonable attempts to resolve the matter by mutual discussion and determination.

(3) If the parties are unable to resolve the dispute, the matter, at the request of either party, shall be referred to the Grievance Committee of SCEA which will seek to resolve the matter in accordance with the SCEA's dispute resolution procedure.

(4) If the matter is not then resolved it shall be referred to the Western Australian Industrial Relations Commission.

(5) While this procedure is being followed work shall continue as normal.

20.—SIGNATORIES

| | |
|--|--|
| Common Seal | Common Seal |
| _____ Signed (Signature) | _____ Signed (Signature) |
| <u>B S GOODCHILD</u> <u>A J CAMPBELL</u> (Signatory in block letters) Swan Christian Education Association Inc. | <u>T I HOWE</u> (Signatory in block letters) Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers |

**SWAN LAGGING INDUSTRIAL AGREEMENT.
No. AG 173 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters &
Plasterers Union of Workers & Other

and

Norman Joseph Arias & Karsten Holthaus t/a Swan Lagging
Contractors.

AG 173 of 1998.

Swan Lagging Industrial Agreement.

COMMISSIONER S J KENNER.

13 November 1998.

Order.

HAVING heard Ms J Harrison on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Swan Lagging Industrial Agreement filed in the Commission on 2 September 1998 be and is hereby registered as an industrial agreement.

[L.S.] (Sgd.) S.J. KENNER,
Commissioner.

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Swan Lagging Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Pyramid Sub-Contracting
18. Fares and Travelling
19. Drug and Alcohol, Safety and Rehabilitation Program
20. Income Protection
21. No Extra Claims

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Norman Joseph Arias and Karsten Holthaus trading as Swan Lagging Contractors (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award"). There are approximately two (2) employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in the Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$50 per week per employee.

2. Superannuation

The Company will immediately increase its payment to \$60 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer will not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlines in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

| | | |
|--------------|-------|--|
| The Unions: | BLPPU | (Signed) _____ Date: 26/8/98 (Signed) _____ WITNESS |
| | CMETU | (Signed) _____ Date: 26/8/98 (Signed) _____ WITNESS |
| The Company: | | (Signed) _____ SIGNATURE Date: 21/8/98 Company Seal (Signed) _____ PRINT NAME (Signed) _____ WITNESS |

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Labourer Group 1 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 16.73 | 17.19 | 17.42 |
| Signwriter | 17.09 | 17.56 | 17.80 |
| Carpenter/Roofers | 17.22 | 17.70 | 17.93 |
| Bricklayer | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 19.58 | 20.12 | 20.38 |
| Stonemason | 17.22 | 17.70 | 17.93 |
| Rooftiler | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 17.72 | 18.21 | 18.46 |
| Special Class T | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-------------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Plasterer, Fixer | | | |
| Year 1 | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3) | 9.42 | 9.68 | 9.81 |
| Year 3 (2/3) | 12.84 | 13.19 | 13.37 |
| Year 4 (3/3) | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | |
| Year 1 (.5/3/5) | 7.03 | 7.22 | 7.32 |
| Year 2 (1/3), (1.5/3.5) | 9.20 | 9.45 | 9.58 |
| Year 3 (2/3), (2.5/3.5) | 12.55 | 12.89 | 13.06 |
| Year 4 (3/3), (3.5/3.5) | 14.73 | 15.13 | 15.33 |
| Signwriter | | | |
| Year 1 (.5/3/5) | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3), (1.5/3.5) | 9.40 | 9.65 | 9.78 |
| Year 3 (2/3), (2.5/3.5) | 12.82 | 13.17 | 13.35 |
| Year 4 (3/3), (3.5/3.5) | 15.04 | 15.46 | 15.66 |

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|--------------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Carpenter | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | |
| Year 1 | 7.16 | 7.36 | 7.46 |
| Year 2 (1/3) | 9.37 | 9.63 | 9.76 |
| Year 3 (2/3) | 12.79 | 13.14 | 13.31 |
| Year 4 (3/3) | 15.00 | 15.41 | 15.62 |
| Stonemason | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | |
| 6 months | 9.65 | 9.91 | 10.04 |
| 2 nd 6 months | 10.61 | 10.90 | 11.04 |
| Year 2 | 12.39 | 12.73 | 12.90 |
| Year 3 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.

- c) Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.80 |
| Above \$2.1m to \$4.4m | \$2.15 |
| Over \$4.4m | \$2.75 |

Renovations, Restorations and/or Refurbishment Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

4.2 Projects Located Within West Perth (as defined)

New Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.60 |
| Above \$2.1m to \$4.4m | \$1.80 |
| Over \$4.4m | \$2.35 |

Renovations, Restorations and/or Refurbishment Work

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$500,000 | NIL |
| Above \$500,000 to \$2.1m | \$1.50 |
| Above \$2.1m to \$4.4m | \$1.70 |
| Over \$4.4m | \$1.95 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| <u>Project Contractual Value</u> | <u>Site Allowance</u> |
|----------------------------------|-----------------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.1m | \$1.20 |
| Above \$2.1m to \$5.8m | \$1.50 |
| Above \$5.8m to \$11.6m | \$1.75 |
| Above \$11.6m to \$23.6m | \$1.95 |
| Above \$23.6m to \$58.6m | \$2.25 |
| Over \$58.6m | \$2.45 |

“C.B.D.”—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

“West Perth”—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the “CBD” and the western side of Havelock Street shall be in “West Perth”.

“Project Contractual Value”—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedure
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. This agreement shall only apply to building contracts entered into on or after 1 October, 1995.

**TOTAL CORROSION CONTROL
INDUSTRIAL AGREEMENT.
No. AG 124 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Western Australian Builders Labourers, Painters &
Plasterers Union of Workers & Other

and

Total Corrosion Control Pty Ltd.

AG 124 of 1998.

Total Corrosion Control Industrial Agreement.

COMMISSIONER S J KENNER.

25 November 1998.

Amended Order.

HAVING heard Ms J Harrison as agent on behalf of the applicant and there being no appearance from the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

- (1) THAT the Total Corrosion Control Industrial Agreement as filed in the Commission on 23 July 1998 be and is hereby registered as an industrial agreement.
- (2) THAT order AG 124 of 1998 dated 14 September 1998 is hereby cancelled.

(Sgd.) S.J. KENNER,

Commissioner.

[L.S.]

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Total Corrosion Control Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Productivity Initiatives
10. Wage Increase and Disability allowance
11. Site Agreements
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Disciplinary Procedure
17. Pyramid Sub-Contracting
18. Fares and Travelling
19. Drug and Alcohol, Safety and Rehabilitation Program
20. Income Protection
21. No Extra Claims

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

Appendix C—Disciplinary Procedure

Appendix D—Consultative Processes

Appendix E—Classification Structure

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Total Corrosion Control Pty Ltd (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to be members of the Unions employed by the Company on work covered by the terms of the Industrial Spraypainting and Sandblasting Award A33/87 (the "Award") and the National Building Construction Industry Award. There are approximately 150 employees covered by this agreement. When employees covered by this agreement work away from the factory, the terms of the National Building Construction Industry Award shall apply.

5.—DURATION

This Agreement shall commence from the first pay period on or after the 1st of August 1997 and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in Clause 42 Settlement of Disputes of the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Awards the higher rate shall apply.

9.—PRODUCTIVITY INITIATIVES

1. Consultative Process

The parties re-affirm their commitment to consultative processes as outlined in Appendix D and to put these committees in place within 4 weeks of this Agreement being registered in the Western Australian Industrial Relations Commission.

2. Classification Structure

The parties agree to commence negotiations to progress a classification structure using as a basis the structure contained in Appendix E—Classification Structure.

3. Wash up Time

Workers are to be reminded of Award clauses. This issue is to be monitored by the consultative committee on an on-going basis.

4. Utilisation of sub-contractors and labour hire

No more sub-contractors are to be employed by the Company. Existing sub-contractors are to be phased out and not replaced by sub-contractors on termination/resignation. The issue of sub-contractors and labour hire may be discussed by the consultative committee at a future date.

5. Smoko/Lunch break Flexibility

The Consultative Committee will agree on smoko/lunch break flexibility in line with Award prescriptions.

6. Staff to assist wages

Staff are to assist wages employees where practicable in the following areas—

- a) Supervisory staff (salaried staff and leading hands) may use tools when carrying out inspections, testing equipment or instructing/training employees provided that this action does not attempt to replace the jobs of employees covered by this Agreement.

- b) For weekend work, Supervisors may undertake a job for less than two hours duration. Any work covering more than two hours should be offered to at least 5 employees (by phone), before completion.

7. Union meeting on local issues

- a) Meetings to report on in-hours matters may be held at times convenient to the Company and the employees with the aim of maintaining a continuous

non-disruptive work pattern. Meal breaks have been agreed by the parties as the most convenient time.

- b) Discussions with the Company will take place if either party wishes to change the time for a meeting.

8. Benchmarking

- a) The Consultative Works Committee will develop a productivity and performance plan to identify and benchmark a number of performance indicators. The benchmarking process will use a “best practise” policy in order to create and environment, and a performance policy which will commit the parties to a simultaneous improvement in costs, quality and delivery.

- b) The two main areas in which performance indicators will be identified are—

- (i) Overall company performance measures applicable to the business.
- (ii) Improvement measures specific to the various Company departments.

Examples of improvement measures include, but are not limited to—

- a) Housekeeping standard in work areas and stores to be established and maintained.
- b) Measurement and control of consumables.
- c) Labour turnover.
- d) Measurement and commitment to minimise the use of sick leave.
- e) Measurement of overtime and reasons for overtime.
- f) Down-time measurements.
- g) Maintenance programme performance.
- h) Pro-active safety programme
- i) Work organisation procedures
- j) Development of maintenance and production work procedures.
- k) Alternative roster system.
- l) Labour flexibility.

9. Labour Hire

Labour Hire may be used to supplement day labour in exceptional circumstances, for periods of up to 4 days of employment, unless otherwise agreed between the parties.

10. Overalls/Personal Protective Equipment, Toolbox and Tools

The Consultative Committee shall discuss and agree on efficiencies in these areas, to be implemented throughout the life of this agreement.

11. Holiday Pay

Employees will reduce holiday entitlements to acceptable levels, as agreed by the Consultative Committee.

12. Further Productivity Initiatives

Throughout the life of this Agreement the parties agree to hold discussions on issues including, but not limited to—

- ◆ Shift work rates and patterns
- ◆ Fortnightly pays
- ◆ RDO accumulation
- ◆ Inclement Weather

Any agreement arising out of the above discussions, where appropriate will be implemented within the life of this agreement.

13. Payment for Travel Outside Radial Areas

Where employees are required to travel to and from a workplace which is located outside a 50 kilometre radius of Perth GPO, all time in excess of eight hours on any one day Monday to Friday spent travelling or travelling and working shall be paid at the prescribed penalty rates. Weekend travel outside the radial area will attract the appropriate penalty rates.

10.—WAGE INCREASE AND DISABILITY ALLOWANCE

This Agreement provides for increases in the hourly rate resulting in the wage rates in the Appendix A—Wage Rates. A

disability allowance of \$5 per day for each day worked, shall also be paid in lieu of Clause 9—Special Rates and Provisions of the Award.

11.—SITE AGREEMENTS

Where a site agreement applies to employees covered by this Agreement having rates and conditions in addition to this Agreement, then those additional rates and conditions shall apply to the extent of the inconsistency.

12.—INDUSTRY STANDARDS

Superannuation

The Company will increase its level of payment in line with relevant legislative requirements.

The Company will advise all employees subject to the Agreement of their rights to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee’s election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the construction + Building Unions Superannuation Scheme (the “C+BUSS”).

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee’s decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The Company will not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 pairs of overalls to be replaced on a fair wear and tear basis.

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING, TRAINING COMMITTEE

1. A Training Committee will be established to monitor the introduction of a skills enhancement programme applicable to work at the Company. Access to training shall be equitably distributed and monitored by the Training Committee.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year pro-rata to attend courses conducted or approved by the NBCITC. The employers approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer’s operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee’s attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes

including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—DISCIPLINARY PROCEDURES

The parties agree to adopt the procedures outlined in Appendix C.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

A travel payment shall be made in the form of a daily payment (on days worked) of \$17.95 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlines in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to enquire into the 24 hour sickness and accident cover. The terms of the policy will be agreed to between the Company and the Union, if the insurance cover is to proceed.

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: BLPPU

(Signature indecipherable)

Date: 14/7/98

(Signature indecipherable)

WITNESS

CMETU

(Signature indecipherable)

Date: 14/7/98

(Signature indecipherable)

WITNESS

The Company: Total Corrosion Control Pty Ltd

(Signature indecipherable)

Date: 14/7/98

(Signature indecipherable)

PRINT NAME

(Signature indecipherable)

WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 August 1998 | 1 February 1999 |
|---|-----------------|---------------|-----------------|
| | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ |
| Industrial Spraypainter and Sandblaster | 15.12 | 15.54 | 15.97 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- There will be no payment of lost time to a person unable to work in a safe manner
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—DISCIPLINARY PROCEDURE

1. FIRST FORMAL WARNING

- The employee concerned is to be approached by his/her direct supervisor in front of his/her Shop Steward. The Supervisor shall make clear to the employee

the nature of the misconduct/unsatisfactory work performance and identify the ways in which the employee's behaviour is to change and if necessary any appropriate training and skill development will be arranged by the employer to assist the employee.

- b) The employee will be provided with a copy of the First Formal Warning in writing and the employee and Shop Steward shall sign this document.
- c) The Supervisor shall ensure that the employee is provided the opportunity to respond to any allegations put to them. This response is to be recorded and held on the employee's personnel file.

2. SECOND FORMAL WARNING

- a) If it is necessary to issue the employee with a Second Formal Warning, this warning shall also be provided in writing and signed by the employee and his/her Shop Steward.
- b) The Supervisor shall ensure that the misconduct/unsatisfactory work performance is fully explained to the employee and shall ensure that the employee is provided with the opportunity to fully respond to any allegations made. This response is to be recorded and held on the employee's personnel file. If necessary, appropriate training and skill development will be arranged by the employer to assist the employee.
- c) The Supervisor or other appropriate Company Representative shall ensure that the employee understands the way in which his/her conduct or work performance is to improve.

3. THIRD FORMAL WARNING

- a) If it necessary to issue the employee with a Third Formal Warning, this warning shall also be provided in writing and signed by the employee and his/her Shop Steward.
- b) The Supervisor shall ensure that the misconduct/unsatisfactory work performance is fully explained to the employee and shall ensure that the employee is provided with the opportunity to fully respond to any allegations made. This response is to be recorded and held on the employee's personnel file. If necessary, appropriate training and skill development will be arranged by the employer to assist the employee.
- c) The Supervisor or other appropriate Company Representative shall ensure that the employee understands the way in which his/her conduct or work performance is to improve.

4. TERMINATION/SUSPENSION FROM DUTY

- a) Should it be necessary for any reason to issue 3 written warnings to an employee in a period not exceeding 12 months continuous service, Total Corrosion Control may then elect to terminate the employees service by giving the appropriate period of notice.
- b) At the discretion of Total Corrosion Control, the company may elect in lieu of termination the employee's services, to suspend the employee from duty without pay for a period not exceeding 2 working days.

5. INSTANT DISMISSAL

- a) The above procedure is intended to protect the rights of employees, but it shall not in any way limit the right of Total Corrosion Control to summarily dismiss an employee for misconduct or refusal of duty.
- b) In any case the dismissal of an employee shall not be harsh, unjust or unfair.

APPENDIX D—CONSULTATIVE PROCESSES

Consultative Process

In order to progress Award Restructuring and Enterprise Bargaining initiatives, consultative mechanisms will be established at the Company.

1. Peak Committee

The Peak Committee will consist of Management and Union representatives who have coverage employed by the Company.

Roles and Functions

- a) To plan, co-ordinate and decide the framework for award restructuring and workplace change at the Company.

- b) To ensure via representatives that all employees participate in the workplace restructuring programme and are fully informed of the changes that will affect their working lives.
- c) To ensure that the work area Consultative Committees conform to the guidelines set out by the Peak Committee.
- d) To consider proposals for the establishment of issue based task forces.
- e) To consider issues which cannot be agreed by consensus in the Consultative Committee.
- f) To keep the workforce informed on matters before the Peak Committee.
- g) To decide how appeals over re-classification will be conducted.

2. Work Area Consultative Committees

The function of the Consultative Committee is to—

Discuss, test, assist and evaluate the development of proposals such as those for improving efficiency, effectiveness, work organisation, job design, career prospects, productivity, training opportunities, influence on decision making and quality or working lift of the workforce—

Duties will include but not be limited to—

- a) Determining the re-classification of employees under the new structure.
- b) Assessing and implementing relevant job skill training programs.
- c) Ensuring that any work re-organisation or job redesign issues are fully discussed and incorporated within the award restructuring program as outlined by the Peak Committee.
- d) Developing circulation procedures for copies of minutes and resolutions, also provided mechanisms for the feedback to those employees who have raised issues for discussion.

3. Committee Procedures

- The Peak Committee and Consultative Committee shall at their first meeting nominate an individual from amongst the representatives to act as a chairperson. The chair will then alternate between management and Unions on a six monthly basis.
- The Peak Committee and Consultative Committee will each have available a secretary who will take minutes of the meetings and provide administrative support to meetings. This secretary will be arranged by the Company.
- The Peak Committee and Consultative Committees shall meet on a regular basis as necessary. Such meeting shall be conducted in a formal manner, with the due notice and agenda provided to committee members and jointly agreed minutes from each consultative committee meeting forwarded to the Peak Committee chairperson for information.
- Decisions will be arrived at by consensus.

APPENDIX E—CLASSIFICATION STRUCTURE

Industrial Spraypainting and Sandblasting Industry Career Path

| | Level | Relativity |
|----------------------|---------|------------|
| New Entrant | SB1 (a) | 85% |
| | (b) | 88% |
| | (c) | 90% |
| | (d) | 92.4% |
| Tradesperson/Blaster | SB 2 | 96% |
| | SB 3 | 100% |
| | 4 | 105% |
| | 5 | 110% |
| | 6 | 115% |
| | 7 | 120% |
| | 8 | 125% |

**TOTAL TILT-UP INDUSTRIAL AGREEMENT.
AG 227 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Western Australian Builders' Labourers, Painters &
Plasterers Union of Workers & Other

and

Scheibos Nominees Pty Ltd
t/a Total Tilt-Up.
AG 227 of 1998.

Total Tilt-Up Industrial Agreement.

COMMISSIONER S J KENNER.

24 November 1998.

Order.

HAVING heard Mr J Maitland on behalf of the applicant and there being no appearance on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Total Tilt-Up Industrial Agreement in the terms of the following schedule be and is registered with effect on and from the 15 October 1998.

(Sgd.) S.J. KENNER,
Commissioner.

[L.S.]

WAGE AGREEMENT

Schedule.

1.—TITLE

This Agreement will be known as the Total Tilt-Up Industrial Agreement.

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Area and Parties Bound
4. Application
5. Duration
6. Dispute Settlement Procedure
7. Single Enterprise
8. Relationship with Awards
9. Enterprise Agreement
10. Wage Increase
11. Site Allowance
12. Industry Standards
13. Clothing and Footwear
14. Training Allowance, Training Leave, Recognition of Prior Learning
15. Seniority
16. Sick Leave
17. Pyramid Sub-Contracting
18. Fares and Travelling
19. Drug and Alcohol, Safety and Rehabilitation Program
20. Income Protection
21. No Extra Claims

Appendix A—Wage Rates

Appendix B—Drug and Alcohol, Safety and Rehabilitation Program

Appendix C—Site Allowance

3.—AREA AND PARTIES BOUND

This is an Agreement between The Western Australian Builders' Labourers, Painters & Plasterers Union of Workers and the Construction, Mining, Energy, Timberyards, Sawmills and Woodworkers Union of Australia—Western Australian Branch (hereinafter referred to as the "Unions") and Scheibos Nominees Pty Ltd trading as Total Tilt-Up (hereinafter referred to as the "Company") in the State of Western Australia.

4.—APPLICATION

This Agreement shall be binding upon the Company, the Unions, its officers and members, and any person eligible to

be members of the Unions employed by the Company on work covered by the terms of the Building Trades (Construction) Award 1987, No. 14 of 1978 (the "Award") where the Principal Contractor has a registered or certified agreement with the Unions. There are approximately four (4) employees covered by this agreement.

5.—DURATION

This Agreement shall commence from the first pay period on or after the date of signing and shall continue in effect until 31 October 1999.

The parties agree to commence discussion on the terms and conditions of any future agreement three calendar months prior to the expiration of this Agreement.

6.—DISPUTE SETTLEMENT PROCEDURE

In relation to any questions, disputes or difficulties arising out of the operation of this Agreement the dispute settlement procedure that shall apply shall be in the same terms as that outlined in the Award.

7.—SINGLE ENTERPRISE

It is agreed that this Agreement applies in respect of a single enterprise as defined in Clause 41A(2) of the WA Industrial Relations Act 1979, as amended (the "Act").

8.—RELATIONSHIP WITH AWARDS

This Agreement shall be read wholly in conjunction with the Award. Where this Agreement is silent on rates of pay and other matters pertaining to the employment relationship, the Award shall apply. Where there is conflict between the rates of pay, conditions, allowances and other matters in this Agreement and the Award the higher rate shall apply.

9.—ENTERPRISE AGREEMENT

It is agreed that in the event of the Unions and the Company agreeing on the terms of a comprehensive enterprise agreement, this Agreement may be terminated in accordance with the requirements of the Act.

10.—WAGE INCREASE

This Agreement provides for increases in the hourly rate and allowances resulting in the wage rates in Appendix A—Wage Rates.

11.—SITE ALLOWANCE

This Agreement provides for site allowances as per Appendix C—Site Allowance.

12.—INDUSTRY STANDARDS

1. Redundancy

It is a term of this Agreement that the Company will immediately increase its payments to \$50 per week per employee into the Western Australian Construction Industry Redundancy Fund.

2. Superannuation

The Company will immediately increase its level of payment to \$60 per week per employee.

The Company will advise all employees subject to the Agreement of their right to have payments made to a complying superannuation fund of their choice. The Company is bound by the employee's election. The aforementioned payment will then be made to that fund.

Until each employee nominates the fund of their choice the Company will make payments into the Construction + Building Unions Superannuation Scheme (the "C+BUSS").

In the event that any employee chooses a fund other than the C+BUSS the Company will, within seven days of the employee advising the Company of the fund of their choice, advise the Union in writing of the employee's decision.

In the event that the employee and the Company reach an agreement pursuant to section 49C(2)(d) of the Act to change the complying superannuation fund or scheme the Company will, within seven days of the employee and the Company reaching such an agreement, advise the Union in writing of the agreement. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by the employee.

3. Apprentice Rates

The Company agrees to maintain a ratio of no more than four tradespeople to one apprentice employed.

13.—CLOTHING AND FOOTWEAR

1. The following items will be supplied to each employee by the Company, upon the completion of five working days.

- (a) 1 pair safety boots, and will be replaced on a fair wear and tear basis.
- (b) 2 T-shirts with collars, and will be replaced on a fair wear and tear basis.
- (c) 1 bluey jacket for each employee employed during the period 1 April to 31 October. (One issued per year)

2. The Company will also make available to each employee, when requested by them, sun screen lotion and sun brims to fit over safety helmets.

14.—TRAINING ALLOWANCE, TRAINING LEAVE, RECOGNITION OF PRIOR LEARNING

1. A training allowance of \$12.00 per week per worker shall be paid by the employer to the Union Education and Training Fund.

2. Subject to all qualifications in this clause, an employee shall, upon application in writing to and with approval of the employer, be granted leave with pay each calendar year, pro-rata to attend courses conducted or approved by the NBCITC. The employer's approval shall not be unreasonably withheld.

The application for leave shall be given to the employer at least two weeks in advance of the date of commencement of the course.

The time of taking leave shall be arranged so as to minimise any adverse effect on the employer's operations. The onus shall rest with the employer to demonstrate an inability to grant leave where an employee is otherwise entitled.

An employer shall not be liable for any additional expenses associated with an employee's attendance at a course other than—

- course fees
- course books and materials
- payment of ordinary time earnings for such absence.

For the purpose of this clause ordinary time earnings shall be defined as the agreement classification rate.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

3. The employer will actively encourage employees to seek formal recognition of their skills (recognition of prior learning), and will allow leave as per (2) above for such purposes including but not limited to securing Tradesmen's Rights Certificates.

15.—SENIORITY

1. The parties agree the continuity of employment is desirable wherever possible, and that where it is not possible, employees will be retrenched in order of seniority.

2. When applying the "first on last off" principle it is agreed subject to the caveat of "all things being equal", it is intended to apply on a state basis rather than a site by site basis.

3. It is recognised that from time to time instances may arise where the employee's individual skills may be subject to this caveat. Where there is any disagreement as to the application of this the matter will be processed in accordance with Clause 6—Dispute Settlement Procedure.

4. An employee who has been retrenched by the Company shall have absolute preference and priority for re-employment/re-engagement by the Company. Where an employee is re-engaged within a period of six months the employee shall maintain continuity of service and all accrued entitlements with the Company.

16.—SICK LEAVE

For sick leave accrued after the date of signing this agreement the following will apply—

- (a) The Company's employees shall have the option of converting 100% of accrued sick leave entitlement to a cash payment on termination.
- (b) If an employee who has been terminated by the Company without exercising the above option is re-engaged within a period of six months, the unpaid balance of sick leave shall continue from the date of re-engagement.

17.—PYRAMID SUB-CONTRACTING

1. "Pyramid Sub-Contracting" is defined as the practice of a sub-contractor, to whom a sub-contract is originally awarded, sub-letting that contract or part thereof to another sub-contractor.

2. Provided that where a sub-contractor does not have the technical capacity to handle a specialist section of the contract and intends to engage a specialist sub-contractor to perform that work, that section may be re-let to a specialist sub-contractor.

3. Further provided that when a sub-contract is let for labour and material, a labour-only sub-contract may be let by the sub-contractor, but it is unacceptable as a principle for further labour-only sub-contracts to be re-let.

4. A bona fide sub-contractor is generally an employer of labour, save for a machine owner-operator.

5. Where a disagreement arises in relation to the definition or application of the term "Pyramid Sub-Contracting" the parties shall discuss and determine the issue in accordance with the agreement dispute resolution procedure. In any event of a disagreement, the matter shall be negotiated further between the parties or referred to the Western Australian Industrial Relations Commission. Whilst these procedures are undertaken no industrial action shall occur.

18.—FARES AND TRAVELLING

In addition to Clause 12A of the award a travel payment shall be made in the form of a daily payment (on days worked) of \$6.15 per day per employee.

19.—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

The parties are committed to the Drug and Alcohol, Safety and Rehabilitation program as outlined in Appendix B—Drug and Alcohol, Safety and Rehabilitation Program.

20.—INCOME PROTECTION

The Company agrees to insure employees covered by this Agreement for injury and sickness. The scheme is to be negotiated through the ACTU Insurance Broking Pty Limited (ACN. 069 795 875).

21.—NO EXTRA CLAIMS

The Union will make no further claims on the Company over conditions set out in this Agreement for the life of the Agreement.

Signed for and on behalf of—

The Unions: BLPPU (Signed) _____
Date: 30/9/98

(Signed) _____
WITNESS

CMETU (Signed) _____
Date: 30/9/98

(Signed) _____
WITNESS

The Company: Scheibos Nominees Pty Ltd (Signed) _____
Company SIGNATURE
Seal Date: 24/9/98

(Signed) _____
PRINT NAME
(Signed) _____
WITNESS

APPENDIX A—WAGE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-------------------|-----------------|-----------------|---------------|
| | Hourly Rate | Hourly Rate | Hourly Rate |
| | \$ | \$ | \$ |
| Labourer Group 1 | 16.47 | 16.92 | 17.15 |
| Labourer Group 2 | 15.90 | 16.34 | 16.56 |
| Labourer Group 3 | 15.48 | 15.90 | 16.12 |
| Plaster, Fixer | 17.11 | 17.58 | 17.82 |
| Painter, Glazier | 16.73 | 17.19 | 17.42 |
| Signwriter | 17.09 | 17.56 | 17.80 |
| Carpenter/Roofers | 17.22 | 17.70 | 17.93 |

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|-----------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Bricklayer | 17.05 | 17.52 | 17.75 |
| Refractory Bricklayer | 19.58 | 20.12 | 20.38 |
| Stonemason | 17.22 | 17.70 | 17.93 |
| Rooftiler | 16.92 | 17.38 | 17.62 |
| Marker/Setter Out | 17.72 | 18.21 | 18.46 |
| Special Class T | 17.95 | 18.45 | 18.69 |

APPRENTICE RATES

| | Date of Signing | 1 February 1999 | 1 August 1999 |
|--------------------------|-----------------|-----------------|----------------|
| | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Plasterer, Fixer | | | |
| Year 1 | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3) | 9.42 | 9.68 | 9.81 |
| Year 3 (2/3) | 12.84 | 13.19 | 13.37 |
| Year 4 (3/3) | 15.06 | 15.48 | 15.69 |
| Painter, Glazier | | | |
| Year 1 (.5/3/5) | 7.03 | 7.22 | 7.32 |
| Year 2 (1/3), (1.5/3.5) | 9.20 | 9.45 | 9.58 |
| Year 3 (2/3), (2.5/3.5) | 12.55 | 12.89 | 13.06 |
| Year 4 (3/3), (3.5/3.5) | 14.73 | 15.13 | 15.33 |
| Signwriter | | | |
| Year 1 (.5/3/5) | 7.18 | 7.38 | 7.48 |
| Year 2 (1/3), (1.5/3.5) | 9.40 | 9.65 | 9.78 |
| Year 3 (2/3), (2.5/3.5) | 12.82 | 13.17 | 13.35 |
| Year 4 (3/3), (3.5/3.5) | 15.04 | 15.46 | 15.66 |
| Carpenter | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Bricklayer | | | |
| Year 1 | 7.16 | 7.36 | 7.46 |
| Year 2 (1/3) | 9.37 | 9.63 | 9.76 |
| Year 3 (2/3) | 12.79 | 13.14 | 13.31 |
| Year 4 (3/3) | 15.00 | 15.41 | 15.62 |
| Stonemason | | | |
| Year 1 | 7.24 | 7.44 | 7.54 |
| Year 2 (1/3) | 9.47 | 9.73 | 9.86 |
| Year 3 (2/3) | 12.92 | 13.27 | 13.45 |
| Year 4 (3/3) | 15.15 | 15.57 | 15.78 |
| Rooftiler | | | |
| 6 months | 9.65 | 9.91 | 10.04 |
| 2 nd 6 months | 10.61 | 10.90 | 11.04 |
| Year 2 | 12.39 | 12.73 | 12.90 |
| Year 3 | 14.54 | 14.94 | 15.14 |

APPENDIX B—DRUG AND ALCOHOL, SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.

- There will be no payment of lost time to a person unable to work in a safe manner
- If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- For the purposes of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- A worker having problems with alcohol and or other drugs—
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will—

- Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- Authorise the attendance of appropriate company personnel eg. Safety delegate/officer, safety committee members, union delegate, consultative committee members(s) at the two hour BTG Drug and Safety in the Workplace training course.

APPENDIX C—SITE ALLOWANCE

1. This agreement is between the parties to this agreement and shall apply to construction work undertaken by principal contractors who are engaged in the commercial/industrial sector of the building industry in the state of Western Australia within a 50km radius of the Perth General Post Office.

2. This agreement provides for a site allowance to be paid to employees engaged on particular building projects, and for such site allowance to be paid in addition to the wage rates and allowances prescribed by the award as well as any industrial or certified agreements made in conjunction with the award which does not prescribe a site allowance.

3. The site allowance payable under this agreement is to be paid at a flat rate per hour for all hours worked to compensate for all special factors/disabilities on the project and in lieu of all award special rates, with the exception of rates relating to the lifting of heavy blocks, cleaning down brickwork and the use of explosive powered tools which will be payable to an employee when he/she encounters that particular disability.

4. Site Allowance Formula

At the commencement of a project the particular site allowance to apply shall be determined in accordance with the following formula—

4.1 Projects Located Within Perth C.B.D. (as defined)

New Work

| Project Contractual Value | Site Allowance |
|----------------------------|----------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.85 |
| Above \$2.13m to \$4.47m | \$2.20 |
| Over \$4.47m | \$2.80 |

Renovations, Restorations and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|----------------------------|----------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.65 |
| Above \$2.13m to \$4.47m | \$1.85 |
| Over \$4.47m | \$2.40 |

4.2 Projects Located Within West Perth (as defined)

New Work

| Project Contractual Value | Site Allowance |
|----------------------------|----------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.65 |
| Above \$2.13m to \$4.47m | \$1.85 |
| Over \$4.47m | \$2.20 |

Renovations, Restorations
and/or Refurbishment Work

| Project Contractual Value | Site Allowance |
|----------------------------|----------------|
| Up to \$510,000 | NIL |
| Above \$510,000 to \$2.13m | \$1.55 |
| Above \$2.13m to \$4.47m | \$1.75 |
| Over \$4.47m | \$2.00 |

The site allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work then the site allowance appropriate to new work shall be paid for all employees on the project.

4.3 Projects within 50 km radius of Perth G.P.O. but not including the C.B.D. or West Perth (as defined)

| Project Contractual Value | Site Allowance |
|---------------------------|----------------|
| Up to \$1m | NIL |
| Above \$1m to \$2.13m | \$1.25 |
| Above \$2.13m to \$5.89m | \$1.55 |
| Above \$5.89m to \$11.77m | \$1.80 |
| Above \$11.77m to \$24m | \$2.00 |
| Above \$24m to \$59.4m | \$2.30 |
| Over \$59.4m | \$2.50 |

‘C.B.D.’—Central Business District shall mean the area bounded by the Swan River South, Swan River East to Nile Street running into Wittenoom Street, Hill Street to Royal Street, Royal Street to Lord Street, Lord Street to Newcastle Street, along Newcastle Street to the Freeway, the Freeway South to the Perth-Fremantle railway line, along the Perth-Fremantle railway line to Dyer Street, Dyer Street through to Havelock Street, Havelock Street to Kings Park Road, Kings Park Road to Fraser Avenue, Fraser Avenue projected through to the Swan River.

‘West Perth’—shall mean the area contained within the boundaries formed by Thomas Street, Kings Park Road, Havelock Street, Dyer Street and the Perth-Fremantle railway line back to Thomas Street.

Boundary roads: If a road borders between two regions in which site allowances are to be paid as per this agreement, the parties confirm that one side of such a boundary road will be deemed to fall in one region and the other side of the boundary road will be deemed to fall in the other region. For example, the eastern side of Havelock Street will be in the ‘CBD’ and the western side of Havelock Street shall be in ‘West Perth’.

‘Project Contractual Value’—shall be deemed to mean the value of all tendered work which falls under the scope of the principal contractor’s contract.

5. The site/project allowance and project contractual value detailed in this agreement shall be adjusted on 1 October each year by the total C.P.I. movements for Perth during the preceding four quarters ending 30 June and accordingly, the site allowance amounts shall be adjusted up or down to the nearest five cents.

6. Project contractual values shall be subject to review at any renewal of this agreement, but in any event shall not be adjusted by a percentage less than the total CPI movements for Perth during the preceding four quarters ending 30 June. Such adjustment being to the nearest \$10,000.

7. The agreed site allowance once set pursuant to this agreement shall be recorded in a site agreement to which the applicable principal contractor and the Union will be signatories. The level of allowance once nominated at the commencement of the project will continue without change until completion of the project.

8. It is acknowledged that on certain projects a site agreement may be entered into between the principal contractor and the building trades group of unions for that project that may

include matters regularly addressed within the industry, such as, but not limited to, the following—

- Disputes Procedures
- Occupational Health and Safety Procedures
- Demarcation Procedure
- First Aid Provisions and On-Site Amenities

and the unions will not unreasonably refuse to continue to discuss such matters if raised by the principal contractor.

9. This agreement does not apply to resource development projects or civil and engineering projects.

10. Where a dispute arises as to the application of the terms of this agreement, if the issue cannot be resolved in discussions between the parties, it is agreed that the matter will be referred to the appropriate industrial tribunal for resolution without recourse to industrial action.

11. It is a term of this agreement that all site allowance agreements entered into prior to this date will be honoured by all parties and will continue to apply for the life of the particular project.

12. Where because of a condition of contract the principal contractor is required not to allow for a site allowance, before final application of this agreement, discussions will be held between the parties with a view to resolving any problems that may arise as a result of this situation.

13. Productivity Allowance

In return to increase productivity and/or timely completion of projects it is agreed that a productivity allowance of \$1.00 per hour worked shall be paid to employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

14. Structural Frame Allowance

It is agreed that a structural frame allowance of \$1.00 per hour all purpose shall be paid to all employees engaged upon projects (new construction only) which exceed two stories in height or building where the structure exceeds 10 metres in height (excluding spires, flagpoles and the like).

15. Provision of Canteen

It is agreed that a canteen accommodation shall be provided where a project exceeds \$35 million in value and where the operation of the canteen is financially self supporting in respect of consumables. Canteen to come into operation when on site manning levels exceed 50 and to cease when manning levels reduce to below 50.

16. Provision of Nurse

It is agreed that a qualified nurse shall be engaged where the forecast long term staffing levels for a project exceed 100 (one hundred) or when actual numbers exceed 100 not withstanding that forecasts may have been below that level. The nurse shall commence duties when staffing levels reach (fifty) and shall terminate when levels reduce to 50 (fifty). The requirement for a provision of a nurse shall be waived if the project is adjacent to a hospital with a public emergency department.

17. This agreement shall only apply to building contracts entered into on or tendered for on or after 1 October 1997.

18. Application to Apprentices

The rates prescribed in this agreement shall apply to all apprentices commencing employment after 31 December 1997 in the same proportion as the percentage of a tradesperson’s wage rate as prescribed by the appropriate award or Enterprise Bargaining Agreement, being

| | |
|----------------------|-----|
| 1 st year | 42% |
| 2 nd year | 55% |
| 3 rd year | 75% |
| 4 th year | 88% |

**TRANSFIELD PTY LTD, TRANSFIELD COATINGS
(WA) INDUSTRIAL AGREEMENT 1998.
No. AG 133 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Transfield Pty Ltd, Transfield Coatings

and

The Western Australian Builders' Labourers, Painters and
Plasterers Union of Workers, WA & Other.

AG 133 of 1998.

Transfield Pty Ltd, Transfield Coatings (WA) Industrial
Agreement 1998.

COMMISSIONER S J KENNER.

20 November 1998.

Order.

HAVING heard Mr D Pretsel as agent on behalf of the applicant and Ms J Harrison as agent on behalf of the respondent and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Transfield Pty Ltd, Transfield Coatings (WA) Industrial Agreement 1998 as filed in the Commission on 27 July 1998 be and is hereby registered as an industrial agreement.

(Sgd.) S.J. KENNER,
Commissioner.

[L.S.]

TRANSFIELD PTY LTD
TRANSFIELD COATINGS
WESTERN AUSTRALIA INDUSTRIAL AGREEMENT
1998
1998

1.—TITLE

This Industrial Agreement (hereafter referred to as the Agreement) shall be known as the Transfield Pty Ltd, Transfield Coatings (WA) Industrial Agreement 1998.

2.—ARRANGEMENT

This Agreement is arranged as follows—

1. TITLE
2. ARRANGEMENT
3. PARTIES BOUND
4. INCIDENCE OF AGREEMENT
5. RELATIONSHIP TO PARENT AWARD
6. SINGLE BARGAINING UNIT
7. NO EXTRA CLAIMS
8. PERIOD OF OPERATION
9. JOINT REVIEW OF CONDITIONS
10. INTENT AND OBJECTIVE OF THE AGREEMENT
11. WORLD BEST PRACTICES
12. CONTRACT OF EMPLOYMENT
13. INDUCTION
14. WAGE RATES
15. SUPERANNUATION
16. CONSULTATIVE COMMITTEE
17. LONG SERVICE LEAVE
18. PROTECTIVE CLOTHING
19. SAFETY
20. SHIFT WORK
21. SHOP STEWARDS
22. COMMUNICATION MEETINGS
23. DISCIPLINARY PROCEDURES
24. ACCIDENT INSURANCE
25. SIGNATORIES

3.—PARTIES BOUND

This Agreement shall be binding upon—

Transfield Pty Ltd, (Transfield Coatings—WA) and

All employees whether members of an organisation of employees listed below or not engaged in any of the occupational/classifications set out in this Agreement.

- The Western Australian Builders Labourers, Painter and Plasterers Union of Workers;
- Construction, Mining, Energy, Timberyards, Sawmillers and Woodworkers Union of Australia – Western Australia Branch.
- The number of employees covered by this Agreement at the date of Agreement was 19.

4.—INCIDENCE OF AGREEMENT

This Agreement shall apply to the employment of all persons employed in Western Australia by the Company in any of the classifications contained in Clause 14 of this Agreement to carry out painting, blasting, insulating and cleaning in the Abrasive Blasting and Spraypainting Industry and general protection coatings services.

5.—RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Industrial Spraypainting and Sandblasting Award A33/87, as amended at 30 December 1997 and where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency. Where this Agreement contains no provision relating to any matter, the relevant provisions of the Award or any successor thereto shall prevail to the extent of such provision.

6.—SINGLE BARGAINING UNIT

A single bargaining unit has been established which comprises representatives of the Unions representatives of employees and representatives from management.

7.—NO EXTRA CLAIMS

The Unions, parties to this Agreement undertake that during the period of operation of this Agreement, there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

All parties undertake that the terms of the Agreement will not be used to progress or obtain similar arrangements or benefits in any other division or enterprise.

This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departures from the standards of the Western Australian Industrial Relations Commission in regard to hours of work, annual leave with pay or long service leave with pay.

8.—PERIOD OF OPERATION

This Agreement shall commence from the date of certification by the Western Australian Industrial Relations Commission and shall remain in force for a period of three (3) years from that date.

The parties will consult at an appropriate time to ensure that his Agreement is renegotiated before the date of expiration. This Agreement will be monitored and reviewed from time to time consistent with the prevailing applicable principles of the Western Australian Industrial Relations Commission.

9.—JOINT REVIEW OF CONDITIONS

It is the intention of the parties that during the period of this Agreement, a joint review of the operational requirements will be conducted. This will enable the implementation of agreed employment conditions that may be more specific to the wider application of Transfield Coatings operations. This will be based on the Company's unique customer-focused service levels including its reliability of services and of its effective/efficient employment of the workforce.

The parties also agree that during the life of this Agreement the Company, with the support of the relevant employees, may trail new working arrangements to facilitate and accommodate the planned review of this Agreement.

Where such trails involve temporary variations to the terms as currently set down in this Agreement, the company will seek the prior agreement of the Unions parties to the Agreement, which shall not be unreasonably withheld. The Company and the Unions agree to progressively consolidate the outcome of all such trials as agreed between the parties prior to any planned review taking place.

10.—INTENT AND OBJECTIVE OF THE AGREEMENT

Transfield Pty Ltd aims to be a competitive contractor for maintenance and protective coatings, at all times striving for client satisfaction.

Transfield is a leader in gaining accreditation of Quality Assurance Systems including ISO9001 and ISO9902.

Through this Agreement and in line with the Company's Best Practice Program and Mission Statement, which is to provide high quality services to the client and to maintain its reputation for excellence in service to the shipbuilding and repair industry, the parties are committed to—

- establishing and maintaining effective consultative processes by maintaining a high standard of employee communication through which all areas of this Agreement may be addressed;
- reviewing and adjusting as necessary, work organisation, incorporating the areas of task management, information flow, planning, stores and equipment, quality and facility layout;
- the willingness of employees to accept total flexibility of jobs and duties, an acceptance of improved work organisation which means unimpeded flexibility and interchangeability such that every individual employee (consistent with the appropriate Skills Matrix, to be agreed) will perform any task that the employee is competent to perform, provided that such tasks are safe, legal and logical and within the classification structure of this Agreement.
- The willingness of employees to avoid any action which might disrupt the continuity of production or reduce the effectiveness of the Company's reliability in the performance of shipbuilding, refit and repair.
- Reviewing and endorsing terms and conditions of employment.

The Agreement and implementation of the Company's "Best Practice" Program should result in expected benefits, i.e.—

- Transfield Pty Ltd being competitive in the marketplace;
- reduction in the time taken for a total procedure to be completed through the elimination of non-productive time, (e.g peaks and troughs in workload, excessive handling);
- reduced cost inputs through more efficient use of the Company's personnel and equipment resources.

To ensure the objectives of this Agreement are met, the parties agree that the following measures form an integral part of the Company's operations—

- Ensuring that, at all times, terms and conditions of employment will be based upon the specific needs of the enterprise.
- The Company and its employees will constantly seek improvements in safety, methods of production, work organisation, quality and in other areas which will enhance the effectiveness of the Company's operations.
- The avoidance of any action which disrupts or impedes production by the prompt resolution of employees concerns through effective communication of relevant information and ideas.
- The avoidance of demarcation disputes between the employees and their unions, party to this agreement. Employees will co-operate fully with each other as team members in the completion of required tasks, consistent with their skills and competence.
- The parties are committed to the development and implementation of agreed measures to improve the general level of attendance and commitment to the mains of the enterprise. Unauthorised absenteeism is contrary to such intent.
- A commitment by the Company to the provision of appropriate training opportunities to secure performance to full capability.
- Maintenance of standards of conduct and attendance necessary to ensure a safe and efficient operation.

The parties commit themselves to honor the full implementation of the Agreement and understand and accept that it creates enforceable obligations on the parties. The employees will be expected to co-operate willingly to achieve the objectives of this Clause, work together, accept changes to work methods amicably and without restrictions so that everyone performs to their full capability and potential—both as individuals and where applicable, as teams.

In particular, it is recognised that the achievement of ongoing contracts is dependent on continually improving levels of productivity during the current contracts.

Summary of Objectives

The parties agree that Transfield Coatings must continue to achieve real and sustained performance improvement by embracing a philosophy of continuous improvement. The Company aims to remain competitive as a provider in shipbuilding, refitting and repair and providing corrosion protection services to other industries with continually improving levels of client satisfaction, reliability, employees satisfaction, product quality and productivity. The parties agree that the introduction of Total Quality Management principles will assist in achieving the objectives of this Agreement.

It is agreed by all parties that all employees will become familiar with the Intent and Objectives of the Agreement, particularly as they relate to the concepts outlined.

11.—WORLD BEST PRACTICES

The parties agree that World Best Practice is simply the best way of doing things—it is a process of constantly changing and adapting to new pressures and work methods. World Best Practices are not fixed. At any particular point in time, it is the method of operation to achieve exemplary levels of performance. World Best Practice is not restricted to an examination of cost, but also includes quality and timely completion of work in a safe and efficient manner.

Transfield's World Best Practice Program includes—

- Understanding and measuring client needs through Total Quality Management principles;
- Continuous improvement;
- Multiskilled workforce;
- Flexible workforce, committed to change, (e.g. working hours, eliminating of demarcation, etc);
- Employee involvement;
- Provision of a healthy and safe working environment;
- The achievement of excellence through continuous improvement;
- Training and education through the Skills Enhancement Program.

All parties agree that international or other relevant World Best Practices may be identified and adopted in measuring and improving the efficiency of all workplace functions.

12.—CONTRACT OF EMPLOYMENT

The general terms of conditions of employment shall be the terms and conditions of the Industrial Spraypainting and Sandblasting Award A33/87.

An employee shall perform work as the Company shall, from time to time, reasonably require, provided the employee has been trained to the level of skill required to perform such work.

Casual Employment

Casual employees may be employed at any time for a minimum engagement of one day for the purpose of supplementing and maintaining the work program. Casual employees shall be expected to carry out any duties covered by the scope of this Agreement provided they are appropriately qualified.

Timekeeping

Notwithstanding anything elsewhere stated in the Agreement, the Company may select and utilise for timekeeping purposes any fractional or decimal proportion of any hour (not exceeding six minutes) and shall apply such proportion in the calculation of working time (including overtime) of any employee. This provision shall not operate to override entitlements to minimum hours to be paid outside of the ordinary hours of work.

Grievance Procedure

It is a condition of employment and a fundamental requirement of this Agreement that this clause be observed in its entirety.

In the event of any grievance or of any major change in employment conditions or Award terms, or in the event of any dispute between the Company and its employees, the parties will consult together to reach settlement without the loss of wages or production provided always that work shall continue in the usual manner without bans and limitations on the performance of work whilst the steps below are followed—

- i. The grievance or dispute shall, in the first instance, be pursued between the employee or employees concerned and the immediate supervisor and if required, the relevant Shop Steward.
- ii. If the matter is not resolved, then discussion should be conducted with senior management and if appropriate, the local accredited Shop Steward of the Union(s) concerned and the relevant Union Official.
- iii. If the matter cannot be settled by a conference between the parties, the Company and/or the Union(s) may apply to the WA Industrial Relations Commission which shall endeavour to resolve the issue between the parties by conciliation.

The parties are committed to achieve adherence to the above procedure. This shall be facilitated in the first instances by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

Reasonable time limits shall be allowed for the completion of the various stages of the discussions, with at least seven (7) calendar days being allowed for stage (i) to (iv)(inclusive) of the discussions to be finalised.

No party shall be prejudiced simply by the fact the work continued whilst the above process was being followed.

This procedure shall not prevent Transfield or the Union(s) from making direct representations to one another, on any matter giving rise to or likely to give rise to a dispute or grievance.

Continuous Operations

It is agreed that continuous operation and work flow shall be maintained during critical client interface periods of ship repair, refit, maintenance, launch and other clients plant and equipment.

It has been discussed and it is agreed that to encourage ship owners to utilise ship repair and ship lift facilities to their fullest the company, union and the employees commit to ensure that all steps are taken to ensure that vessels/ships are not subject to unnecessary delays whilst docked.

To this extent it is agreed that—

All disputes which could cause delays whilst vessels/ships are committed for repair, refit, etc, will be dealt with promptly by the Consultative Committee including stoppages of State or National character authorised by the Union herein.

Disputes involving bonafide safety issues shall be dealt with in the same manner by the OH & S Committee.

13.—INDUCTION

Transfield will conduct inductions to supplement the overall induction course conducted by Clients in order that employees are made familiar with the project at hand and to ensure that employees are familiar with the Company's operations, procedures and methods of work.

Aspects to be outlined to new employees at induction courses and existing employees when procedures change, shall not be limited to but will include—

- The Company's history and objectives.
- Familiarisation with and adherence to the terms of this Agreement.
- Familiarisation with and adherence to the Grievance Procedure and the Continuous Operations clause.
- Adherence to Client and company safety standards, relevant legislation, codes of practice and rehabilitation policy.
- Co-operative incentives regarding goals that Transfield sets for its projects.

- Outlines of House Rules, including disciplinary procedures.
- Industrial Relations.

14.—WAGE RATES

All employees shall be classified and paid in accordance with the four level classification structure set out below.

Classification

The level structure provides for progression through the structure based on the requirements of the Company and demonstrated competence of skills attained.

Differentiation applies at each level, based on skills acquired and demonstrated. The Skills Matrix will define the nature of skills attained.

The classification and skill levels as described in this clause, covers all aspects of the business of the Company.

Skills Enhancement Program—Progression. All employees will be given the opportunity of progressing to a higher skill level. Advancement to a higher level will only result from—

- Employees to be classified according to skills held and required to be used from time to time.

Advancement to a higher skill level will entail an increase in rates of pay as set out above.

Rates of Pay

| | Weekly Rate |
|---------|-------------|
| Level 1 | 482.22 |
| Level 2 | 571.90 |
| Level 3 | 596.60 |
| Level 4 | 650.56 |

Rates of pay expressed in this Clause provide for all conditions of employment and service pay increments.

The weekly rates specified reflect the Total Rate, that is, the actual rate payable for all purposes for individual classification levels.

The rates of pay expressed comprehends all/any allowances including—without limiting the generality, to payment for Site Disabilities, Service payments, Qualification Payments, and Charge Rates, Conditions of Work Payments, Inclement Weather, Tool Allowance, Special Allowances, Allowances generally including First Aid, Confined Space, Training, Heat, Dust, Dirt, Height, Licence, etc, and any other similar or like payment not expressly provided for elsewhere in this Agreement.

Skills Enhancement Program—General Conditions

Literacy and numeracy are the basic pre-requisites for commencing on the Company Skills Enhancement Program. All new employees will be tested for literacy, numeracy and additional basic skills, including measuring, marking, reading specifications, etc, after employment commences. Testing protocols shall be agreed between the parties prior to implementation.

As production requirements (i.e the needs of the Company) dictate, the necessary production training will be provided.

Employees may undertake any training, that is reasonably within their ability, regardless of their previous experience.

The Company may use the resources of agreed educational providers whenever appropriate for conducting Company approved Training Programs.

Agreed specific and objective skill evaluations will be carried out by the Company to assess levels of competency. All skills either held or acquired will be required to be competently demonstrated by the employee before they are recognised by the Company. All requests for assessment will be processed within seven (7) calendar days.

In the event that an employee fails a competency assessment, the employee shall be given six months in order to achieve the required level of competency. Provided that within six months, the employee is given training support as per the Company's Training Plan in order to bring his/her skills up to the required level of competency. Competency must be demonstrated before skills credit will be given.

Where employees are assessed as competent at tasks that have been identified, skills shall be credited. Should the Company re-engage personnel within six months who have been

assessed to a competency standard under this agreement previously, then that previous assessment shall be recognised on a re-engagement. The assessment of competency will be the responsibility of the Transfield Coatings Site Manager.

The above does not apply to new employees who are on probation.

Employees will be called upon and shall undertake at the request of the Company any of the tasks for which they have been successfully evaluated to have the skills.

The necessary training to achieve the skill levels in the time period specified in the Training Matrix will be provided by the Company through both classroom and on-the-job training.

Training Plan

A Training Plan will be developed with the training committee which will ensure equitable access and career path opportunities for all employees coming within the scope of this Agreement.

Skills Enhancement Program—Training Matrix

The Company Skills Enhancement Program described in this Clause represents the initial skills framework. Further studies may be undertaken by the Company that may lead to the further definition of skills which may be included in the Company's Training Matrix.

The following provisions specify the task or skill elements that, when combined, constitute the jobs that must be performed to complete work, dependent always upon the needs of the Company. Employees will acquire and use the skills as herein defined as part of their obligations under this Agreement.

The overriding intent in these job designs is to enable each person to complete, to the maximum practical extent, whole tasks. The premise for this is that jobs must be safe, sensible, legal and the employees are competent.

The day to day administration of the Training Matrix and Skills Enhancement Program will be carried out by the Site Manager. All variations to the Matrix and Guidelines to accommodate changing needs in the workplace shall be carried out in consultation with the Consultative Committee.

Any issue arising in respect to training, implementation of progression assessment and recognition of prior learning which cannot be resolved shall be referred to the Consultative Committee.

The appeals of process for competency assessment shall be as per the Grievance Procedure Clause.

The elimination of demarcations is a fundamental requirement and is achieved by employees being trained and working to the extent of their skills and training.

An employee who has the skills set out hereunder, who is qualified for the position available and at the request of the Company utilises such skills shall be entitled to be paid at the rate applicable to the appropriate level.

The Training Matrices referred to in this Clause are those set out in the Company's Training Matrix and relate in each case to the respective Levels referred to in this Clause. An employee undertaking training under the Company's Training Matrix so as to progress to the next skill level may, as part of the training requirements, undertake work using the skills of a higher level. Such employees shall continue to be paid the rate of their designated skill level whilst undertaking such training and until a position is available and the candidate is successful accessed.

The existing Matrix points will be monitored and endorsed by the Consultative.

Wage Rate Review

The operative date regarding rates of pay as per Clause 14 is effective from the first full pay period on or after 7 June 1998.

N.B. This agreement is applicable from first full pay period on or after date of certification by the Western Australian Industrial Relations Commission and shall remain in force for 3 years. Six monthly wage adjustments operate from commencement.

First Full Pay Period

on or after 6/6/98 = 0 %

| Level | 1 | 2 | 3 | 4 |
|-------|---------|---------|---------|---------|
| Rate | 12.69/H | 15.05/H | 15.70/H | 17.12/H |

First Six Month Period

after W.A.I.R.C ratification = 2 %

| Level | 1 | 2 | 3 | 4 |
|-------|---------|---------|---------|---------|
| Rate | 12.94/H | 15.35/H | 16.01/H | 17.46/H |

Second Six Month Period

after W.A.I.R.C ratification = 2 %

| Level | 1 | 2 | 3 | 4 |
|-------|---------|---------|---------|---------|
| Rate | 13.20/H | 15.65/H | 16.33/H | 17.81/H |

Third Six Month Period

after W.A.I.R.C ratification = 2 %

| Level | 1 | 2 | 3 | 4 |
|-------|---------|---------|---------|---------|
| Rate | 13.45/H | 15.95/H | 16.64/H | 18.15/H |

Fourth Six Month Period

after W.A.I.R.C ratification = 2 %

| Level | 1 | 2 | 3 | 4 |
|-------|---------|---------|---------|---------|
| Rate | 13.71/H | 16.25/H | 16.96/H | 18.49/H |

Fifth Six Month Period

after W.A.I.R.C ratification = 2 %

| Level | 1 | 2 | 3 | 4 |
|-------|---------|---------|---------|---------|
| Rate | 13.96/H | 16.56/H | 17.27/H | 18.83/H |

Site Agreements

Where a site agreement applies to employees covered by this Agreement having rates and conditions superior to this Agreement, then their additional rates and conditions shall apply to employees for the period those employees are working on that site.

Fares and Travel

Employees shall be entitled to a Fares and Travel Allowance of \$17.95 for every day they attend for work.

15.—SUPERANNUATION

The Company shall for the life of this Agreement, make superannuation contributions in accordance with Schedule B – Superannuation of the Industrial Spraypainting and Sandblasting Award A33/87 for each employee of at least \$50 per week and at least \$60 per week in the third year of this Agreement.

Notwithstanding anything contained in Schedule B—Superannuation of the Industrial Spraypainting and Sandblasting Award A33/87 which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30th June 1998—

- Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless—
 - the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
 - under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
- The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;
- The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- A nomination or notification of the type referred to in paragraphs (2) and (3) of this Clause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- The employee and employer shall be bound by the nomination of the employee unless the employee and

employer agree to change the complying superannuation fund or scheme to which contributions are to be made;

6. The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by an employee;

Provided that on and from the 30th June 1998 and until an employee thereafter nominates a complying superannuation fund or scheme—

7. if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer.

or

8. if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

16.—CONSULTATIVE COMMITTEE

A Consultative Committee shall be formed to assist management in the implementation of Best Practice initiatives consistent with the Intent of this Agreement.

The Consultative Committee shall consist of two (2) representatives of the workforce, elected by the workforce, and two (2) representatives of management who shall meet as frequently as the committee determines is necessary. It is intended that the members of the Committee would be from a cross section of the workforce.

The Consultative Committee shall be required to keep minutes of meetings and to provide an agenda for each meeting.

Scope of Tasks of the Consultative Committee

Tasks undertaken by the Consultative Committee shall include the quality and task execution of the Enterprise, consistent with the intent of this Agreement. The tasks to be undertaken shall include, but shall not necessarily be limited to the following—

- The Skills Enhancement Training Program content and evaluation criteria for each Classification Level to suit the requirements of the business.
- Contribute to the development and flexibility of shift and work rosters.
- Contribute to the development of Best Practice initiatives for the Contract.
- Create feasible work methods and task redesign to enhance productivity and efficiency.
- Contribute to the Total Quality Management System development.
- Develop and monitor concepts for productivity and efficiency improvements associated with the contract.
- Develop an open, participative and co-operative management approach.
- Promote team base work methods where applicable.
- Assist with communication, participation and training programs particularly as they relate to safety and skills enhancement.

17.—LONG SERVICE LEAVE

Long Service Leave is payable in accordance with the WAIRC General order relating to Long Service Leave.

18.—PROTECTIVE CLOTHING

All employees shall be issued with safety footwear and protective clothing under the following terms—

- All employees must wear the footwear and clothing (as supplied) at all times.
- Clothing issued may be identified by a Company name or logo.
- No agreement will be entered into to pay cash in lieu or for an employee to purchase their own protective clothing and seek reimbursement.

Such protective clothing shall be replaced on a fair wear and tear basis.

19.—SAFETY

The Company is committed to attain high levels of safety and seeks to minimise the occurrence of injuries/accidents. Particular emphasis will be placed upon the provisions and correct use of Personal Protective Equipment. The Company shall comply with the provisions of the Occupational Health and Safety Legislation with particular emphasis on when employees are dealing with hazardous chemicals or working with obnoxious materials.

A **Safety Committee** has been established to assist the Company in achieving higher safety standards. The current role of the Safety Committee is as follows—

1. Consultation and co-operation to be facilitated between the management and employees.
2. To keep informed on health and safety standards in workplaces and to make recommendations on house rules and procedures relating to health and safety in accordance with the Occupational Health and Safety legislation.
3. To discuss and recommend safety programs to the Company and the employees.
4. To keep information at hand regarding hazards in the workplace.
5. To consider changes which may effect the health and safety of employees.
6. To assist the Company and employees by actively encouraging, via health and safety representatives, full and complete use at all times where appropriate of all personal protective equipment provided, without exception.
7. To assist the Company and employees via the Health and Safety Representatives by conducting regular inspections of the workplace, reporting and rectifying any hazards, poor work practices or other matters of concern.
8. To assist in developing a safety culture in all individuals and to reduce Lost Time Frequency rates during the life of this Agreement.
9. To assist to resolve "bona fide" safety issues that may arise in accordance with the Occupational Health and Safety legislation.

During periods of excessive heat the existing Dockyard procedures will be implemented, if in accordance with the procedures areas are found to exceed levels contained in the procedure, employees will be relocated to other areas or rest breaks will be provided. Employees must remain on site.

20.—SHIFT WORK

Notwithstanding anything contained in the parent award, Day Workers may be transferred by mutual agreement to shiftwork by 48 hours (by the clock) notice given by the Company to employees, where this is necessary the Company will take into account legitimate family concerns of the employee or in cases where sudden or unforeseen circumstances make the change necessary, by 24 hours notice.

21.—SHOP STEWARDS

An employee appointed as Shop Steward, shall upon notification thereof to the Company, be recognised as the accredited representative of the union to which they belong.

As the official of the union the accredited Shop Steward shall be allowed the necessary time during working hours to interview the Company on matters affecting employees they represent.

Duly accredited union officials will be given every assistance to enter the Worksite to interview the Company and/or their members, as long as they do not unduly interfere with the work being performed by any employee during working time, and provided they present themselves with their authority to a representative of management prior to pursuing their union duties.

22.—COMMUNICATION MEETINGS

Communication meeting will be held with employees on a regular basis. Meeting will involve equal time being available to the Company and Union representatives, 30 minutes per month will be paid time exclusive to the union representative.

23.—DISCIPLINARY PROCEDURES

Written warnings issued to employees will expire after a period of two years from date of issue.

24.—ACCIDENT INSURANCE POLICY

The Company agrees to take out an agreed Accident Insurance Policy for all employees engaged by Transfield Coatings, Kwinana covered by this Agreement. The policy will cover 100% of normal income 24 hour per day, with a seven day minimum waiting period of each claim. The parties have agreed to have this policy implemented by 6 December 1998 or earlier if appropriate. It is further agreed that should the policy come into form before 6 December then the premium will be funded out of increase agreed between the parties that took effect on 6 June 1998.

25.—SIGNATORIES

The Western Australia Builders' Labourers, Painters and Plasterers Union of Workers

(Signed) _____ Signature

(Signed) _____ Witness

Dated this 17th day of September 1998.

Construction, Mining, Energy, Timberyards, Sawmillers and Woodworkers Union of Australia—Western Australia Branch

(Signed) _____ Signature

(Signed) _____ Witness

Dated this 17th day of September 1998.

Transfield Pty Ltd

(Signed) _____ Signature

(Signed) _____ Witness

Dated this 7th day of September 1998.

**WA SPORTS CENTRE TRUST ENTERPRISE
AGREEMENT 1998.
No. PSG AG 11 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Chief Executive Officer

Western Australian Sports Centre Trust

and

The Civil Service Association of Western Australia
Incorporated

and

The Australian Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous Workers Division, Western
Australian Branch

and

The Media, Entertainment & Arts Alliance of Western
Australia (Union of Employees).

No. PSG AG 11 of 1998.

WA Sports Centre Trust Enterprise Agreement 1998.

3 December 1998.

Order.

HAVING heard Mr C Vawser on behalf of the Western Australian Sports Centre Trust, Ms J van den Herik on behalf of The Civil Service Association of Western Australia Incorporated, Ms D MacTiernan on behalf of The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, and Ms J Testar on behalf of The Media, Entertainment & Arts Alliance of Western Australia (Union of Employees) now therefore, I the undersigned, pursuant to the powers conferred under the Industrial Relations Act, 1979 do hereby order—

1. THAT the agreement to be known as the "WA Sports Centre Trust Enterprise Agreement 1998" reflected in the schedule to this order shall be and is registered with effect on the 23rd day of November 1998.

2. THAT the WA Sports Centre Trust Enterprise Agreement 1998 shall replace the WA Sports Centre Trust Enterprise Agreement 1996 with effect on the 23rd day of November 1998.

[L.S.] (Sgd.) S.A. CAWLEY,
Public Service Arbitrator.

Schedule.

1.—TITLE

This Agreement shall be known as the "WA Sports Centre Trust Enterprise Agreement 1998" and replaces the WA Sports Centre Trust Enterprise Agreement 1996.

At the time of registration this Agreement covers 59 Employees.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Vision
 4. Mission
 5. Aim of Agreement
 6. Parties to Agreement
 7. Relationship to Parent Awards
 8. Duration Renewal and Continuation of Agreement
 9. No Further Claims
 10. Single Bargaining Unit
 11. Dispute Settlement Procedures
 12. Copies of the Agreement
 13. Performance and Reward System—Staged Salary Payments
 14. Bonus Pay Arrangements
 15. Contract of Employment
 16. Redeployment and Redundancy
 17. Salary and Associated Payments
 18. Flexible Working Arrangements and Hours of Work
 19. Overtime and Shift Loadings
 20. Public Holidays
 21. Annual Leave
 22. Long Service Leave
 23. Parental Leave
 24. Personal/Carers Leave
 25. Bereavement Leave
 26. Leave Without Pay
 27. Jury and Witness Leave
 28. Other Leave
 29. Effects of Periods of Leave on Entitlements
- Appendix 1—Salary Rates
Appendix 2—Application of Key Performance Indicators
Appendix 3—Motor Vehicle Allowance
Appendix 4—Travel Allowance

3.—VISION

The WA Sports Centre Trust has a vision for the organisation.

Our facilities to be recognised as Australia's premier sport, recreation and entertainment venues.

Progress towards this vision is dependent upon our employees' commitment to excellence.

4.—MISSION

This Agreement recognises the WA Sports Centre Trust ("the Trust") Mission—

To manage and promote major state owned sporting, recreation and entertainment facilities for the benefit of all West Australians by delivering excellence in venue presentation, customer service and financial management.

5.—AIM OF AGREEMENT

- (1) The aim of this Agreement is—
 - (a) To introduce continuous improvement initiatives and to establish and support customer oriented attitudes and behaviour leading to—
 - (i) Customer satisfaction
 - (ii) Optimal usage of all facilities, and
 - (iii) Generation of an optimal commercial return

- (b) To provide employment terms and conditions that attract and retain employees and enhance their opportunities to advance through the Trust.

(2) This will be achieved by meeting the following objectives—

- (a) To establish a whole of organisation focus for the Trust.
- (b) To facilitate all venues operating as world class facilities at world class standards.
- (c) To provide a focus for continuous improvements; in particular, customer service and ongoing productivity improvements.
- (d) To provide opportunities for all employees to develop careers.
- (e) To provide recognition of employee performance based on meeting overall Trust objectives.
- (f) To optimise revenue and profit levels at Trust, venue, and departmental or business unit level.

(3) The Trust's success is dependent upon—

- (a) Development of an integrated, skilled and efficient work force through training and where appropriate the opportunity to work across the various venues of the Trust.
- (b) Continuous improvements to operational and work force flexibility to support services provided 364 days of the year.
- (c) Employees recognition that they are responsible for productive and efficient operation and standards of customer service.
- (d) Employee participation in an effective performance and reward system which links the individual to achievement of Trust goals providing for staged salary increases during the life of this Agreement.
- (e) Recognition of all employees' contribution to excellence in overall Trust financial performance through arrangements which provide for employees to share in the benefits when Trust financial performance exceeds targets set.

6.—PARTIES TO AGREEMENT

The WA Sports Centre Trust Enterprise Agreement 1998 is binding upon—

- (1) The Western Australian Sports Centre Trust ("the Trust");
- (2) Civil Service Association of Western Australia Incorporated ("CSA");
- (3) Media, Entertainment and Arts Alliance of Western Australia (Union of Employees) ("MEAA");
- (4) Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch ("ALHMWU").

7.—RELATIONSHIP TO PARENT AWARDS

While it is in force, this Agreement overrides the Theatrical Employees Entertainment, Sporting and Amusement Facilities (Western Australian Government) Award 1987 and the Restaurant, Tearoom and Catering Award 1979 so far as these awards apply to employees of the Trust.

For employees who are eligible to be members of the CSA only, the Government Officers Salaries and Allowances Award 1989 (GOSAC) shall be read in conjunction with this Agreement. In the case of any inconsistencies with that Award, this Agreement shall have precedence to the extent of any inconsistencies and where this Agreement is silent the Award shall apply.

8.—DURATION RENEWAL AND CONTINUATION OF AGREEMENT

(1) This Agreement shall apply from the date of registration for a term of two years. However, should the bonus payment allowable under Clause 14.—Bonus Pay Arrangements of this Agreement be paid then the term of the agreement shall be extended by a further two months.

(2) This Agreement shall apply to employees of the Trust, eligible for membership of the CSA, MEAA and ALHMWU.

(3) No later than six months prior to expiry of this Agreement, the parties are to meet to develop and register a new agreement.

(4) Upon expiration of this Agreement, the provisions of this Agreement shall continue to apply until replaced by a new Agreement.

9.—NO FURTHER CLAIMS

(1) It is a condition of this Agreement that there shall be no further salary or wages increases for the life of the Agreement except for those provided under the terms of this Agreement.

(2) The parties to the Agreement shall be bound by the terms of the Agreement for its duration.

(3) The parties to the Agreement shall oppose any application by other parties to be joined to this Agreement.

(4) No provision of this Agreement shall operate to cause any employees a reduction in ordinary time earnings, or to cause departure from the standards of the Western Australian Industrial Relations Commission in regard to hours of work, annual leave or long service leave.

10.—SINGLE BARGAINING UNIT

(1) This Agreement was negotiated by union representatives of the CSA, MEAA and ALHMWU, and management representatives of the Trust, as a single bargaining unit.

(2) The process established to develop this Agreement involved employee meetings with relevant unions, staff briefings, meetings and employee focus groups conducted by management.

11.—DISPUTE SETTLEMENT PROCEDURES

(1) Preamble

The following procedures shall apply for the purpose of dealing with any question or dispute that arises between an employee and the employer about the meaning and effect of this Agreement which cannot be resolved by discussion between the parties.

(2) Procedures

An employee shall have the right for a grievance to be heard through all levels of the Trust management as follows—

- (a) In the first instance, the matter shall be discussed between the employee and the employee's Manager, and resolved, if possible, within three working days.
- (b) If the grievance remains unresolved, then the matter shall be referred to the Human Resources Manager and resolved, if possible, within an additional three working days.
- (c) If the grievance is still unresolved, the matter shall be referred to the Chief Executive Officer and resolved, if possible, within an additional three working days.

(3) At the employee's request, a union representative may be present and may represent the employee, at any meeting arranged between Trust management and the employee for the purposes of resolving a grievance in accordance with the foregoing process.

(4) At the conclusion of the foregoing process, and at the request of either party, the matter may be referred to the Western Australian Industrial Relations Commission for conciliation and/or decision, which shall be accepted by the parties as ending the matter.

(5) Except where the grievance involves a bona fide health and safety issue, work shall continue normally and service to customers shall not be affected while the procedure outlined above is followed.

12.—COPIES OF THE AGREEMENT

All employees covered by this Agreement shall be given a copy of this Agreement.

13.—PERFORMANCE AND REWARD SYSTEM—STAGED SALARY PAYMENTS

(1) An initial payment of 3% will be applied to any employee's base rate of pay from commencement of this Agreement. This payment reflects improvements in performance from productivity and related initiatives which were achieved prior to registration of the Agreement.

(2) Employees covered by this Agreement will participate in a performance and reward system which will provide staged pay increases over the life of this Agreement, subject to the Trust as a whole, achieving defined levels of performance or targets. These percentage pay increases determined will be applied to all employees' base rate of pay and are detailed in Appendix 1.

(3) Key Performance Indicators ("KPIs"), performance targets and the relationship to salary increases are detailed in Appendix 2.

(4) Key Performance Indicators have been established to monitor progress toward the achievement of critical business goals of the Trust.

(5) KPI performance data will be reviewed regularly by the parties to assess achievement of performance targets. Outcomes from this review and subsequent changes will form part of the ongoing process of continuous improvement. A summary of KPI performance data will be provided to all employees.

(6) Employee objectives and outcomes related to the KPI's will be incorporated into the Employee Personal Development Plans (PDP).

(7) Changes to future KPIs will be based on the Trust's business needs.

(8) The KPIs to apply cover the following priority issues—

- (a) Increased efficiency and effectiveness for all activities within the Trust which directly impact on customers.
- (b) Optimal repeat business.
- (c) Management of Human Resources.
- (d) Optimum usage of facilities and venues.
- (e) Budget, and in particular, revenue targets.
- (f) Marketing performance.

(9) Both Trust Management and employees acknowledge that the agreed performance indicators are capable of achievement. Trust Management acknowledges that achievement of these KPIs may require the provision of appropriate technology, resources and training in a timely manner.

(10) An employee covered by this Agreement will actively work towards the achievement of all indicators.

(11) Each of the KPIs have an equal weighting and taken together shall form the basis for the salary increase to apply on 1st July 1999. In the event of any KPI not being achieved at the target level, the corresponding salary adjustment for all employees covered by the workplace agreement shall be reduced by a proportionate amount, based on the actual level achieved.

(12) In the event of a change of circumstances which are beyond the control of the parties to the Agreement and impact on the outcome of the KPIs, the parties shall confer to consider whether the measures/indicators should be changed.

14.—BONUS PAY ARRANGEMENTS

(1) The Trust anticipates that improvements in organisational performance achieved through a focus on continuous improvement initiatives will result in improved budgetary performance and, in particular, increases to revenue from higher usage of venues and facilities. The Trust acknowledges that this will only be possible if all departments work together as one team to improve performance and provide excellence in all aspects of customer service.

(2) Full time, part time and casual employees, covered by this Agreement who have worked a minimum of 782 hours during the 98/99 financial year, will receive a share of increased revenue payable in September 1999 as follows—

(a) Calculated—

33% of revenue earned by Trust, over and above target net revenue, for the 98/99 financial year (will be pooled and distributed to employees as a one-off bonus payment). This payment will not be added to the employee's base rate of pay nor will it form part of salary for any purpose.

The remaining net revenue earned, over and above target revenue, will be returned on the basis of 33% to the customer in the form of improved facilities and services and 33% to Government (to be held by

the Trust and utilised with approval by Government on one-off major capital projects and/or on promoting and hosting of major national or international sporting events).

(b) Payments—

Bonus will be up to a maximum of 2.5% of an employee's annual salary (percentage may be lower if insufficient funds in pool but if lower, same percentage applies to all employees) discounted on a proportionate basis to reflect less than full time hours worked.

15.—CONTRACT OF EMPLOYMENT

(1) Employment Categories

- (a) "Permanent employee" shall mean any person engaged on a full time or part time basis for an indefinite period.
- (b) "Full time employee" shall mean any person employed to work 100% of standard hours.
- (c) "Part time employee" is an employee employed on a permanent basis who works a minimum of 7½ hours per week but works less than the standard full time hours.
- (d) A part time position shall be one which has discrete functions and responsibilities, but arranged in such a way as to be consistent with job redesign and multi-skilling.
- (e) "Fixed term employee" shall mean any person engaged on a full time or part time basis for a specific period of time up to a maximum of five years.
- (f) Fixed term appointments shall be limited to use to cover for permanent employees who are on extended leave or for specific projects. In general such employment shall not be for periods greater than twelve months. This clause shall not apply to fixed term appointments existing on the date of registration.
- (g) "Casual Employee" shall mean a person employed at an hourly rate—
 - (i) with standard hours of less than 7.5 hours a week; or
 - (ii) to work on events, functions, programmes or other Trust services where staffing levels are determined by customer demand; or
 - (iii) to relieve permanent staff on a temporary basis.

(2) Classifications Scale

The parties shall classify all positions by formal assessment of internal and external relativities and other approved job evaluation tools as appropriate.

Classification Descriptors are to be established during the term of the Agreement by the parties and once finalised will be used as a tool to classify positions.

(3) Rates of Pay

- (a) An employee will be appointed to the first increment of the appropriate salary range, unless he/she has prior relevant experience at a commensurate level.
- (b) Employees engaged on a training contract (e.g. apprenticeship, traineeship) shall be paid in accordance with the National Training Wage Award or other prescribed Award.
- (c) Junior employees shall be paid the following percentage for the appropriate classification—

| | |
|-----------------------|------|
| Under 17 years of age | 50% |
| 17 years of age | 60% |
| 18 years of age | 70% |
| 19 years of age | 80% |
| 20 years of age | 90% |
| 21 years of age | 100% |

(4) Progression Between Levels

Progression to a higher level will be dependent upon availability of a vacant position and successful application through a merit selection process, with the exception that—

- (a) An employee appointed or promoted to Level 3 may, subject to satisfactorily meeting performance criteria, progress to Level 4.

- (b) If a position is reclassified and the substantive occupant has had 12 months doing the higher level of work in the position, he/she shall be reclassified with the position.

(5) Letter of Appointment

All full-time and part-time employees shall receive a letter of appointment detailing—

- (a) the agreed period of the arrangement;
- (b) ordinary span of hours and days to be worked, including starting and finishing times;
- (c) the minimum hours to be worked in a four week period;
- (d) rates of pay and terms and conditions.

(6) Minimum Attendance

All part-time employees shall be employed for a minimum attendance on any day of three hours.

(7) Casual Agreement

- (a) Casual employees shall receive a loading of 30% shall apply in addition to the normal salary rate for all work performed. This loading will be in lieu of all leave, allowances, loadings, public holidays, and overtime rates which may apply to other employees as specified within this Agreement.
- (b) Casual employees shall be employed for a minimum attendance of two hours except that—
 - (i) Aquatic employees shall be employed for minimum attendance of three hours;
 - (ii) Employees required to take fitness sessions may be paid the agreed rate for all work associated with the session and the minimum attendance provisions of this Agreement shall not apply.
- (c) The contract of employment may be terminated by either party giving one hour's notice or payment in lieu of notice.
- (d) After six months continuous service, the status of casual employees who regularly work 10 or more hours a week shall be reviewed by the parties.

(8) Part Time Agreement

- (a) Employees may, where mutually agreed in writing between the employee and management, revert from full-time to part-time status and from part-time to full-time status.
- (b) A part time employee shall be entitled to the same leave and conditions prescribed in this Agreement as for full time employees, with payments proportionate to the hours worked.
- (c) Additional hours worked by part-time employees up to a total of 150 hours in a four week cycle, shall be paid at the normal rate of pay.
- (d) Salary payments and leave entitlements for part-time employees shall be calculated on a pro-rata basis except for long service leave where the calculation shall be based on the average number of ordinary hours worked per fortnight in the last 12 months of the qualifying period unless it is requested that the calculation be based on the average number of hours worked per fortnight over the whole qualifying period
- (e) Sick leave and any other paid leave shall be at the current salary, but only for those hours or days that would normally have been worked.

(9) Employment Arrangements for Events, Functions and Special Circumstances

- (a) Full time and part time employees who are given approval by the Manager to work on an event or function, or to assist or relieve staff in order to maintain services in exceptional circumstances, in a position other than their normal position (in addition to normal duties), shall be paid at the casual rate for the position performed.
- (b) For the purposes of staging international events; the Trust may, with agreement of the employee, modify the employment arrangements and work conditions

as contained within this Agreement to meet particular operating requirements of an event.

(10) Probationary Period

- (a) A maximum period of four months probation will apply to all full time and part time employees upon commencement of employment.
- (b) During probation an employee shall be provided with a performance assessment. If there is a perceived problem then the employee shall be given appropriate opportunity to meet the required standard.
- (c) Within the probationary period, employment may be terminated by 1 week's notice on either side or by the payment, or forfeiture, as the case may be, of 1 week's rate of pay. A lesser period of notice may apply where both parties agree.
- (d) At the completion of the probationary period the Trust will conduct a performance review. As a result of this review the employee will either be granted a permanent or fixed term position in accordance with their letter of appointment or have their employment terminated.

(11) Termination of Employment

- (a) Employment of a full time or part time employee (including fixed term employee) may be terminated by either the Trust or the employee by written advice. If termination (based on reasons other than serious misconduct) is to occur, the following minimum notice periods apply to both the employee and the Trust.
 - (i) During first year of service—1 week.
 - (ii) More than one but less than three years service—two (2) weeks.
 - (iii) More than three but less than five years service—3 weeks.
 - (iv) Over five years service—4 weeks.
- * Note: If over 45 years of age and at least two years of service—the employer shall add one week to the above.
- (b) These may be substituted for payment by the Trust based on the employee's rate of pay—
 - (i) During first year of service—1 week.
 - (ii) More than one but less than three years service—two (2) weeks.
 - (iii) More than three but less than five years service—3 weeks.
 - (iv) Over five years service—4 weeks.
- (c) Payment made by the Trust in lieu of the notice period must equal the amount the employee would have received had he or she worked until the end of the notice period except where the Trust and the employee agree to reduce this period.
- (d) Where an employee is unable to provide the above period of notice there will be a forfeiture of an equivalent monetary amount against any outstanding credits.

16.—REDEPLOYMENT AND REDUNDANCY

Where any action by the Trust is likely to have a 'significant effect' on the employee or make the employee's position redundant the employee will be informed as soon as possible after a decision to make the changes has been made. "Significant effect" includes termination of employment; major changes to either the composition of the work force or the operations carried out within the workplace; the elimination or termination of job tenure; the alteration of hours at work; changes in the roles and responsibilities of the employee; the need for re-training or transfer to other work or locations and the restructuring of the position.

The regulations of the Public Sector Management Act 1994, covering redeployment, retraining and redundancy will apply to employees covered by this Agreement.

17.—SALARY AND ASSOCIATED PAYMENTS

(1) Salaries

- (a) The applicable salary prescribed in Appendix 1—Salary Rates, of this Agreement shall be paid to an employee covered by this Agreement.
- (b) Subject to the outcomes of the Trust's overall performance as determined in accordance with the Trust Performance and Reward System, a further salary increase shall apply on 1st July 1999 to all staff, as detailed in Appendix 1—Salary Rates, of this Agreement.

- (c) Employees engaged on a training contract (e.g. apprenticeship, traineeship) shall be paid in accordance with the National Training Wage Award or other prescribed Award.

(2) Annual Increments

- (a) Subject to—
 - (i) The employee accumulating 12 months of continuous service with the public sector last receiving a salary increment, and
 - (ii) Subject to a satisfactory report in respect of the employee's level of performance, efficiency and conduct.
- (b) The employee shall qualify for a further increment in his/her salary level if one is available. Such an increment can be deferred or withheld if an employee's performance is considered substandard.
- (c) Should the report be of an adverse nature then the report shall be brought to the notice of the employee at least one month prior to the due increment and shall be initialled by the employee.
- (d) If the employee desires to give an explanation or give any reason for disagreeing with the report the employee shall put the explanation or reasons in writing, and the employee may invoke the dispute setting procedure at Clause 11.—Dispute Settlement Procedures, of the agreement.
- (e) The non-payment of an increase shall not change the normal anniversary date of any further increase due to the officer.

(3) Motor Vehicle Allowance

An employee who is required to use his/her own vehicle for Trust business approved by the Trust shall be reimbursed in accordance with the rates set in Appendix 3—Motor Vehicle Allowance of this Agreement.

(4) Travelling Allowance

An employee who travels outside Perth metropolitan area on official business approved by the Trust shall be reimbursed accommodation, meal expenses, and where applicable incidentals, in accordance with the rates set in Appendix 4—Travelling Allowance of this Agreement.

In addition, the Trust shall reimburse employees expenses such as taxi fares and telephone calls.

(5) Adjustment of Allowances

The rates or specification for allowances expressed in clauses or schedules to this agreement shall, unless specified otherwise, be varied in line with adjustments made to the Government Officers' Salaries, Allowances and Conditions Award 1989 with the same operative date.

(6) Higher Duties

An employee directed by the Trust to act in a position which is classified higher than his/her own position for a period exceeding five consecutive working days, inclusive of Rostered Days Off, shall be paid a higher duties allowance. This minimum period shall apply in all circumstances except where continued or advertised services to customers are threatened. In such circumstances an employee may be directed to perform the duties of a higher position for the duration or part duration of the employee's normal shift or hours of work on a day and shall be paid a higher duties allowance for any such work performed.

(7) Salary Packaging

- (a) An employee may, by agreement with the Trust, enter into a salary packaging arrangement in accordance with the WA Sports Centre Trust Flexible Remuneration Package or any similar packaging arrangements offered by the Trust.
- (b) Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.
- (c) For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

The TEC for the purposes of salary packaging, is calculated by adding—

- (i) The base salary;
 - (ii) Other cash allowances, eg annual leave loading;
 - (iii) Non cash benefits, eg superannuation, motor vehicles etc;
 - (iv) Any Fringe Benefit Tax liabilities currently paid; and
 - (v) Any variable components, eg performance based incentives.
- (d) Where an employee enters into a salary packaging arrangement they will be required to enter into a separate written agreement with the Trust that sets out the terms and conditions of the arrangement.
 - (e) The salary packaging arrangement must be cost neutral in relation to the total cost to the Trust.
 - (f) The salary packaging arrangement must comply with relevant taxation laws and the Trust will not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
 - (g) In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of Trust benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.
 - (h) In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement.
 - (i) The cancellation of salary packaging will not cancel or otherwise affect the operation of this Agreement.
 - (j) The Trust shall not unreasonably withhold agreement to salary packaging on request from an employee.
 - (k) The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause. Where such a dispute is not resolved, the matter may be referred by either party to the Western Australian Industrial Relations Commission.

18.—FLEXIBLE WORKING ARRANGEMENTS AND HOURS OF WORK

(1) Flexible Working Arrangements

- (a) Flexible working arrangements will apply within the concept of employees being required to work, on average, 150 hours over a four week period. Employees will not be required, or permitted, to work in excess of 12 hours (inclusive of meal breaks) in one day unless special circumstances prevail and there is mutual agreement between the employer and employee. Employees shall be entitled to an unpaid meal break of not less than 30 minutes to be taken between five (5) to six (6) hours after commencement of work.
- (b) No employee shall be required to recommence work until at least 10 hours have elapsed from the time the previous work ceased, or by agreement of the employee and employer eight (8) hours can apply in exceptional circumstances by agreement. This provision shall not apply where an employee has worked less than 7 hours and 30 minutes on completion of the previous work in the same 24 hour period.
- (c) The maximum number of hours that can be carried over from one work period (four weeks) to another is 22.5.
- (d) Attendance times will be based on meeting operational requirements and in some areas of the Trust this may involve more than one attendance or shift in a day. No more than two attendances or shifts are to occur in one day. This however shall be limited by
 - (i) There being no more than two attendances in any day.
 - (ii) No more than 12 hours worked in any 24 hour period.

(iii) The commencement of each shift to be no greater than 12 hours apart.

(2) Hours of Work

Ordinary hours shall be worked between the following times—

| | |
|--|------------------------------------|
| Aquatic, Fitness, Creche and Reception | 4.45am-10.00pm Monday-Sunday |
| Arena, Facilities, Programmes, Food & Beverage and Maintenance | 6.00am-12.00midnight Monday-Sunday |
| All other employees | 7.00am-7.00pm Monday-Friday |

(3) Rosters

- (a) In accordance with subclause (2) of this clause employees may be rostered to work the Flexible Working Arrangements.
- (b) It is a principle of this Agreement that where rosters are utilised, employees will be advised of rostered working hours at least seven (7) days prior to rosters coming into operation and the roster period, where possible, will cover a minimum period of two (2) weeks.
- (c) Standard rosters may be altered to cater for unforeseen operational requirements, provided that, where practicable—
 - (i) An employee is given 72 hours notice of a requirement to work;
 - (ii) An employee is given 24 hours notice where a shift is varied.

Where such notice is not given, the employee shall be paid overtime for the duration of the changed shift. This shall not apply when an employee has instigated the changed shift.

- (d) An employee may be required to attend for work or work rostered shifts for more than one period on the same day and this shall be in accordance with paragraph (d) of subclause (1) of this clause.

19.—OVERTIME AND SHIFT LOADING

(1) Overtime

- (a) Employees shall be compensated for all work undertaken outside ordinary hours prescribed in clause 18.2 for call out attendance and for all overtime work undertaken over and above normal hours (150) worked in a four week work period at the rate of time and a half for the first three (3) hours and double time thereafter.
- (b) Unless otherwise determined by the Manager, an employee shall be allowed time-in-lieu at the rate prescribed in paragraph (a) of this subclause.
- (c) Upon agreement between the Manager and employee, regular overtime may be paid as a commuted overtime allowance.

(2) Shift Loading

- (a) Where a shift employee (except a casual employee) is required to work regular rostered shifts which involve commencing prior to 6.00am (early shift) or finishing on or after 8.30pm (late shift), or weekend shifts, a loading of 20% shall apply for the duration of the shift.
- (b) Shift employees shall be entitled to 1 week additional leave per annum, except that those shift employees who are rostered to work regularly on Sundays and Public Holidays (at least 12 times a year) shall be entitled to two (2) weeks additional leave per annum.
- (c) The Trust may introduce alternative shift loading arrangements to support improvements to the standard of customer service and improve operational efficiency.
- (d) In such cases, where a seven (7) day per week rotating roster can be utilised, an Averaged Shift Loading (which must be less than 20%), may be applied for all hours worked on all shifts, including day shifts, in lieu of any other shift loading applying. The cost

of applying an Averaged Shift Loading shall not exceed existing costs associated with applying the 20% shift loading to relevant early and late shifts. An employee working under these arrangements shall be paid an annualised salary.

20.—PUBLIC HOLIDAYS

(1) This Agreement recognises that the Trust operates every day of the year except on Christmas Day, when it is closed.

(2) The following days shall be allowed as holidays with pay—

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(3) Whenever any of the above days mentioned falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or Monday, the holiday shall be observed on the next succeeding Tuesday. In each case the Substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

(4) In addition, where an employee is required to work on the above days as approved by the Manager, a day in lieu or payment for a day in lieu will be made.

(5) Should an employee be required to work on Christmas Day, the employee shall be paid at the rate of time and a half for hours actually worked in addition to their entitlement for a day in lieu or payment for a day in lieu.

(6) Two days leave per annum, in lieu of the New Year and Easter Public Service Holiday entitlements, shall be taken between New Year and Christmas. An employee who is required to work during this period will be entitled to take the additional leave at a mutually convenient time within the next 12 months.

21.—ANNUAL LEAVE

(1) An employee shall be entitled to four weeks annual leave and 17.5% leave loading on four weeks upon completion of 12 months continuous service. Should the employment of this Agreement cease prior to the employee completing 12 months service, the employee shall be entitled to a pro rata portion of four weeks determined by the length of service as against 12 months.

(2) An employee may accrue annual leave up to a maximum equivalent to two years entitlement. At that time an employee must take at least such annual leave to ensure that the employee at no time has in excess of two years annual leave entitlement. Provided that more than two year's annual leave entitlement may be accrued by agreement between the parties.

(3) An employee shall endeavour to give eight (8) weeks notice of commencement of annual leave, unless otherwise agreed between the employee and the Trust.

(4) Annual leave shall be taken at a time mutually agreed by the Trust and the employee.

(5) An employee who, as a result of illness or incapacity is unfit during annual leave to perform the employee's normal duties for at least seven consecutive, and furnishes a satisfactory certificate from a qualified medical practitioner to that effect, shall be entitled to be given and to take substitute leave for a period equivalent to such ordinary working day at a time convenient to the employee and the Trust.

Leave under this subclause shall be subject to the employee having, at the time of such illness or injury, an adequate entitlement to paid sick leave. Under this clause sick leave shall be deducted from the employee's entitlement for the substituted leave.

(6) Annual leave shall be given and taken in consecutive weeks or in lesser periods if the Trust and the employee so agree.

(7) Employees must take a minimum of two (2) weeks annual leave during each period of 12 months commencing from operation of this Agreement, unless approval is granted by the Trust to carry leave over.

(8) Where an employee's employment terminates and the employee has become entitled to annual leave, the Trust shall pay to the employee, in addition to all other amounts due to the employee, the wages for the period of leave due plus leave

loading as set out in subclause (1) of Clause 19.—Overtime and Shift Loading of this Agreement.

(9) The process for rostering annual leave will be as detailed below—

- (a) Where possible annual leave will be taken at times mutually agreed between the employer and the employee and subject to operational requirements.
- (b) To assist operational requirements a roster for leave will be developed at the beginning of each year. Employees will be able to make an application for leave detailing dates required for such leave and must submit it two weeks prior to the end of the year for the ensuing year. All leave requests will attempt to be accommodated, however, applications for dates will be treated on a first come first served basis. The employer will then post a roster annually showing the names of the employees, and the dates on which leave is to be taken.
- (c) The employer may require employees to take leave at times other than set out in paragraph (b) above, subject to agreement with the employee concerned.
- (d) Should an employee need to alter their rostered leave, they shall notify the employer at least four (4) weeks in advance and subject to operational requirements such leave will be granted.

(10) Employee Funded Extra Leave

- (a) By agreement between an individual employee and the employer, an employee is entitled to receive 48 or 50 weeks pay spread over a full 52 week period. Employees will be recompensed for the reduction in their pay by an extra four (4) or two (2) weeks leave respectively.
- (b) The extra four (4) or two (2) weeks leave per year will not accrue and must be taken within the 52 week period. Employee Funded Leave can only be taken in addition to and following the taking of four (4) weeks annual leave within the 52 week period. In the event that the employee does not take the Employee Funded extra leave, his/her salary will be adjusted at the completion of the 52 week period to take account of the time worked during the period that was not included in salary.
- (c) Superannuation arrangements and taxation effects will be fully discussed between the employee and employer.
- (d) Higher Duties Allowance is not payable during Employee Funded Leave.
- (e) Employee Funded Leave can be taken in conjunction with all other leave.

22.—LONG SERVICE LEAVE

(1) For each period of seven (7) years of continuous service an employee shall be entitled to thirteen weeks long service leave on full pay. By agreement with the Trust, the employee may take this leave on full pay or half pay or any variation thereof.

(2) For each subsequent period of seven (7) years service an officer shall be entitled to an additional 13 weeks long service leave.

(3) Continuous service shall include periods during which the employee is absent on full pay or part pay but does not include periods the employee is on leave without pay, maternity leave or long service leave.

(4) Accrued long service leave must be cleared within three (3) years from the date that it is credited. If it is not cleared within three years, the employer may direct the employee to clear that portion of accrued long service leave.

(5) On termination, employees with seven (7) or more years continuous service shall receive a lump sum payment for accrued and pro rata long service leave.

23.—PARENTAL LEAVE

(1) Definitions

For the purposes of this clause—

- (a) “Employee” includes full time, part time, permanent and fixed term contract employees.

- (b) “Replacement Employee” is an employee specifically engaged to replace an employee on parental leave.
- (c) “Parental Leave” shall be unpaid leave except where accrued annual leave and/or long service leave is utilised.
- (d) “Adoption”, in relation to a child, is a reference to a child who—
 - (i) Is not the natural child or step-child of the employee or the employee’s spouse.
 - (ii) Is less than five (5) years of age; and
 - (iii) Has not lived continuously with the employee for six (6) months or longer.

(2) Entitlement to Parental Leave

- (a) An employee is entitled to a period of up to fifty two (52) consecutive weeks parental leave in respect of the birth of a child to employee or employee’s spouse/partner.
- (b) An employee is entitled to parental leave only after he or she has given the employer at least ten (10) weeks written notice of his or her intention to take the leave and stating the proposed period of leave to be taken supported by a certificate from a medical practitioner confirming the pregnancy.
- (c) An employee is not entitled to take parental leave at the same time as the employee’s spouse but this does not apply to one (1) weeks parental leave—
 - (i) Taken by the parent immediately after the birth of the child, or
 - (ii) Taken by the employee and the employee’s spouse immediately after a child has been placed with them with a view to their adoption of the child.
- (d) An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave for the employee to attend interviews or examinations as required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to one (1) additional days leave. The employee may take any paid leave entitlement in lieu of this leave.
- (e) An employee seeking to adopt a child under the age of five (5) years shall be entitled to three (3) weeks parental leave at the placement of the child and a further period of parental leave up to a maximum of fifty two (52) weeks.
- (f) Subject to paragraph (c) of this subclause where both partners are employed by the employer, the leave shall not be taken concurrently except for special circumstances and with the approval of the employer.
- (g) The employer may require confirmation of the adoption from the appropriate authority.

(3) Other Leave Entitlements

- (a) An employee proceeding on parental leave may elect to utilise any accrued leave or accrued long service leave for the whole or part of the period of parental leave or extended the period of parental leave with such leave.
- (b) An employee may extend the maximum period of parental leave without pay subject to the employer’s approval.
- (c) An employee on parental leave is not entitled to paid sick leave and other paid agreement absences.
- (d) Where the pregnancy of an employee terminates, other than by birth of a living child, then the employee shall be entitled to such a period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner.

(4) Notice and Variation

- (a) The minimum period of absences on maternity leave shall commence six (6) weeks before the expected date of birth and end six (6) weeks after the day on which the birth has taken place. However, an employee may apply to the employer to vary this period provided her application is supported by a certificate from a registered medical practitioner indicating

that the employee is fit to continue or resume duty within this minimum period.

- (b) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period of leave elect to reduce or extend the stated period in the original application provided four (4) weeks notice is provided.
- (5) Transfer to a Safe Job
- (a) Where illness or risks arising out of a pregnancy or hazards connected with work assigned to the employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position of the same classification until the commencement of parental leave.
 - (b) If the transfer to a safe job is unworkable, the employee may elect, or the employer may require the employee to commence parental leave as is certified necessary by a registered medical practitioner. Any disagreement regarding transfer to a safe job is to be resolved in accordance with the Dispute Settlement Procedures of this Agreement.
- (6) Replacement Employee

Prior to engaging in a replacement employee the employer shall inform the person of the temporary nature of the employment and the entitlements relating to return to work of the employee on parental leave.

- (7) Return to Work
- (a) An employee shall confirm the intention to return to work by notice in writing to the employer not less than four (4) weeks prior to the expiration of the period of parental leave.
 - (b) An employee on return from parental leave shall be entitled to the position which the employee occupied immediately prior to proceeding on parental leave. Where an employee was transferred to a safe job pursuant to subclause (5) of this clause the employee is entitled to return to the position occupied immediately prior to the transfer.
 - (c) An employee may return, subject to the approval of the employer, on a part-time basis to the same position occupied prior to the commencement of leave or to a different position of the same classification level on a part-time basis in accordance with the part-time provision of this Agreement.
 - (d) Where the position occupied by the employee no longer exists the employee shall be entitled to a position of the same classification level with duties similar to that of the abolished position.

(8) Effect of Leave on Employment Contract

- (a) Fixed Term Contract

An employee for a fixed term shall be entitled to parental leave, for a period not extending beyond the term of the contract.
- (b) Continuous Service

An employee's continuity of service shall not be broken by the period of unpaid parental leave, however, unpaid parental leave shall not be taken into account in calculating the period of service for any purpose under the relevant award or this Agreement.
- (c) Termination of Employment

An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with this Agreement.
- (d) Absence on parental leave does not break the continuity of service of an employee and is not to be taken into account when determining the period of service for the purpose of calculating leave entitlements in accordance with this Agreement.
- (e) Subject to Government policy, paid parental leave of six (6) weeks may be negotiated between the parties.

24.—PERSONAL/CARERS LEAVE

(1) An employee who is unable to work as a result of personal ill health or injury is entitled to be paid for up to twelve

(12) working days each year (90 hours). An employee may claim sick leave when caring for a dependent spouse, child or parent who is sick or injured.

(2) Entitlement to sick leave shall be credited as follows—

- (a) Six days on the employee's date of appointment.
- (b) Six days on completion of six months continuous service.
- (c) 12 days on completion of 12 months continuous service and each 12 months thereafter.

(3) Unused sick leave accumulates from one year to the next.

(4) To claim sick leave an employee shall, as soon as reasonably practicable, advise the employer of his/her inability to attend work and the estimated duration of absence.

(5) An application for sick leave exceeding two (2) consecutive working days, or five (5) days in one year, shall be supported by the certificate of a registered medical practitioner, dentist, physiotherapist or chiropractor; or a statutory declaration.

(6) Where an employee is ill during a period of annual leave for a period of at least seven (7) consecutive days, or long service leave for a period of at least 14 consecutive days, the employer may grant sick leave for the period of illness and reinstate the equivalent amount of annual leave or long service leave.

(7) The provisions of this subclause with respect to payment do not apply to employees—

- (a) Who are entitled to payment under the Workers Compensation and Assistance Act 1981; or
- (b) Whose injury or illness is the result of the employee's serious or wilful misconduct in the course of his or her employment.

(8) Where a claim for Workers' Compensation is decided in favour of the employee, any sick leave credits deducted during the claim period shall be reinstated.

(9) The Trust retains the right to seek proof of eligibility for personal/carers leave from any employee.

25.—BEREAVEMENT LEAVE

(1) An Employee is entitled to be paid 2 days bereavement leave on each occasion, on the death of a family member or a very close friend. The two (2) days need not be consecutive.

(2) Payment in respect of bereavement leave is to be made only where the employee would have otherwise been on duty.

26.—LEAVE WITHOUT PAY

(1) The Trust may approve requests for leave without pay for any period, provided that operational needs of the Trust are not compromised and all other leave credits of the employee are exhausted.

(2) Approval for leave without pay may include but will not be limited to approvals relating to serious illness which results in the employee's absence for a continual period of three (3) months or more. Such leave may be granted prior to the employee exhausting paid leave other than personal/carers leave.

27.—JURY SERVICE AND WITNESS LEAVE

(1) An employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify their manager/supervisor.

(2) Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee shall be granted leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated. The employee is not entitled to be paid any witness fees but is entitled to travelling expenses.

(3) An employee subpoenaed or called as a witness on behalf of the Crown, not in an official capacity, shall be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to be paid any witness fees but is entitled to travelling expenses.

(4) An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses (2) and (3) of this clause shall be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with this agreement.

(5) An employee required to serve on a jury shall, as soon as practicable after being summoned to serve, notify their supervisor/manager.

(6) An employee required to serve on a jury shall be granted leave of absence on full pay, but only for such period as is required to enable the employee to carry out their duties as a juror.

(7) An employee granted leave of absence on full pay as prescribed in subclause (6) of this clause is not entitled to be paid any juror's fees but is entitled to travelling expenses.

28.—OTHER LEAVE

The Chief Executive Officer may grant leave for study purposes, international and interstate sporting events, personal or family emergencies, ceremonial/cultural or other special purposes.

The employee must submit a request for such leave and the Trust will consider the request having regard to the benefits to the organisation for study leave, the operations of the organisation and the employee's personal circumstances.

29.—EFFECTS OF PERIODS OF LEAVE ON ENTITLEMENTS

The following shall not be considered as qualifying service for leave entitlements and salary increments—

- (1) All periods of leave without pay.
- (2) All periods of parental leave.
- (3) Continuous sick leave in excess of 13 weeks.
- (4) Workers' compensation in excess of 26 weeks.

APPENDIX 1—SALARY RATES

| | Existing Annual | EBA Commencement Date (+ 3%) | | | 01/07/1999 (+ 3.3%max) | | |
|------------|-----------------|------------------------------|------------|---------|------------------------|------------|---------|
| | | Annual | F/N | Hourly | Annual | F/N | Hourly |
| Level 1 | | | | | | | |
| Level 2.1 | \$19,682 | \$20,272 | \$777.22 | \$10.36 | \$20,941 | \$802.87 | \$10.70 |
| 2.2 | \$20,267 | \$20,875 | \$800.32 | \$10.67 | \$21,564 | \$826.73 | \$11.02 |
| 2.3 | \$20,772 | \$21,395 | \$820.26 | \$10.94 | \$22,101 | \$847.33 | \$11.30 |
| 2.4 | \$21,292 | \$21,931 | \$840.80 | \$11.21 | \$22,654 | \$868.54 | \$11.58 |
| 2.5 | \$21,826 | \$22,481 | \$861.88 | \$11.49 | \$23,223 | \$890.33 | \$11.87 |
| Level 3.1 | \$22,676 | \$23,356 | \$895.45 | \$11.94 | \$24,127 | \$925.00 | \$12.33 |
| 3.2 | \$23,375 | \$24,076 | \$923.05 | \$12.31 | \$24,871 | \$953.51 | \$12.71 |
| 3.3 | \$24,072 | \$24,794 | \$950.58 | \$12.67 | \$25,612 | \$981.95 | \$13.09 |
| 3.4 | \$24,766 | \$25,509 | \$977.98 | \$13.04 | \$26,351 | \$1,010.25 | \$13.47 |
| 3.5 | \$25,463 | \$26,227 | \$1,005.51 | \$13.41 | \$27,092 | \$1,038.69 | \$13.85 |
| Level 4.1 | \$26,161 | \$26,946 | \$1,033.07 | \$13.77 | \$27,835 | \$1,067.16 | \$14.23 |
| 4.2 | \$26,963 | \$27,772 | \$1,064.74 | \$14.20 | \$28,688 | \$1,099.87 | \$14.66 |
| 4.3 | \$27,518 | \$28,344 | \$1,086.65 | \$14.49 | \$29,279 | \$1,122.51 | \$14.97 |
| 4.4 | \$28,339 | \$29,189 | \$1,119.08 | \$14.92 | \$30,152 | \$1,156.00 | \$15.41 |
| Level 5.1 | \$29,321 | \$30,201 | \$1,157.85 | \$15.44 | \$31,197 | \$1,196.06 | \$15.95 |
| 5.2 | \$30,074 | \$30,976 | \$1,187.59 | \$15.83 | \$31,998 | \$1,226.78 | \$16.36 |
| 5.3 | \$30,866 | \$31,792 | \$1,218.86 | \$16.25 | \$32,841 | \$1,259.09 | \$16.79 |
| 5.4 | \$31,703 | \$32,654 | \$1,251.92 | \$16.69 | \$33,732 | \$1,293.23 | \$17.24 |
| 5.5 | \$32,578 | \$33,555 | \$1,286.47 | \$17.15 | \$34,663 | \$1,328.92 | \$17.72 |
| Level 6.1 | \$33,781 | \$34,794 | \$1,333.97 | \$17.79 | \$35,943 | \$1,377.99 | \$18.37 |
| 6.2 | \$34,719 | \$35,761 | \$1,371.01 | \$18.28 | \$36,941 | \$1,416.26 | \$18.88 |
| 6.3 | \$35,685 | \$36,756 | \$1,409.16 | \$18.79 | \$37,968 | \$1,455.66 | \$19.41 |
| 6.4 | \$36,678 | \$37,778 | \$1,448.37 | \$19.31 | \$39,025 | \$1,496.17 | \$19.95 |
| Level 7.1 | \$38,038 | \$39,179 | \$1,502.08 | \$20.03 | \$40,472 | \$1,551.65 | \$20.69 |
| 7.2 | \$39,104 | \$40,277 | \$1,544.17 | \$20.59 | \$41,606 | \$1,595.13 | \$21.27 |
| 7.3 | \$40,201 | \$41,407 | \$1,587.49 | \$21.17 | \$42,773 | \$1,639.88 | \$21.87 |
| Level 8.1 | \$42,314 | \$43,583 | \$1,670.93 | \$22.28 | \$45,022 | \$1,726.07 | \$23.01 |
| 8.2 | \$43,742 | \$45,054 | \$1,727.32 | \$23.03 | \$46,541 | \$1,784.32 | \$23.79 |
| 8.3 | \$45,226 | \$46,583 | \$1,785.92 | \$23.81 | \$48,120 | \$1,844.86 | \$24.60 |
| 8.4 | \$46,766 | \$48,169 | \$1,846.74 | \$24.62 | \$49,759 | \$1,907.68 | \$25.44 |
| Level 9.1 | \$49,242 | \$50,719 | \$1,944.51 | \$25.93 | \$52,393 | \$2,008.68 | \$26.78 |
| 9.2 | \$50,925 | \$52,453 | \$2,010.97 | \$26.81 | \$54,184 | \$2,077.33 | \$27.70 |
| 9.3 | \$52,667 | \$54,247 | \$2,079.76 | \$27.73 | \$56,037 | \$2,148.39 | \$28.65 |
| 9.4 | \$54,527 | \$56,163 | \$2,153.21 | \$28.71 | \$58,016 | \$2,224.27 | \$29.66 |
| Level 10.1 | \$57,379 | \$59,100 | \$2,265.83 | \$30.21 | \$61,051 | \$2,340.60 | \$31.21 |
| 10.2 | \$59,353 | \$61,134 | \$2,343.78 | \$31.25 | \$63,151 | \$2,421.13 | \$32.28 |
| 10.3 | \$62,706 | \$64,587 | \$2,476.19 | \$33.02 | \$66,719 | \$2,557.90 | \$34.11 |
| Level 11.1 | \$64,989 | \$66,939 | \$2,566.34 | \$34.22 | \$69,148 | \$2,651.03 | \$35.35 |
| 11.2 | \$67,489 | \$69,514 | \$2,665.06 | \$35.53 | \$71,808 | \$2,753.01 | \$36.71 |
| 11.3 | \$70,588 | \$72,706 | \$2,787.44 | \$37.17 | \$75,105 | \$2,879.43 | \$38.39 |
| Level 12.1 | \$74,459 | \$76,693 | \$2,940.30 | \$39.20 | \$79,224 | \$3,037.33 | \$40.50 |
| 12.2 | \$77,074 | \$79,386 | \$3,043.57 | \$40.58 | \$82,006 | \$3,144.00 | \$41.92 |
| 12.3 | \$80,057 | \$82,459 | \$3,161.36 | \$42.15 | \$85,180 | \$3,265.69 | \$43.54 |
| Level 13.1 | \$84,122 | \$86,646 | \$3,321.88 | \$44.29 | \$89,505 | \$3,431.50 | \$45.75 |
| 13.2 | \$88,632 | \$91,291 | \$3,499.98 | \$46.67 | \$94,304 | \$3,615.48 | \$48.21 |
| 13.3 | \$93,141 | \$95,935 | \$3,678.03 | \$49.04 | \$99,101 | \$3,799.41 | \$50.66 |
| 13.4 | \$97,651 | \$100,581 | \$3,856.13 | \$51.42 | \$103,900 | \$3,983.38 | \$53.11 |

Note 1 – Junior rates to apply.

Note 2 – Minimum Wage Rate to apply for casual in training for initial 37.5 hours.

Note 3 – The KPI's shall form the basis for the salary increase to apply from 1 July 1999.

In the event of any KPI not being achieved at the target level, the corresponding salary adjustment for all employees covered by the Enterprise Agreement shall be reduced by a proportionate amount, based on the actual level achieved.

APPENDIX 2—APPLICATION OF KEY PERFORMANCE INDICATORS

| KEY PERFORMANCE INDICATORS | BASELINE PERFORMANCE | IMPROVED PERFORMANCE | TARGET PERFORMANCE | ACTUAL PERFORMANCE | % SALARY INCREASE PAYABLE |
|--|--|--|---|--------------------|---------------------------|
| (1) CUSTOMER SERVICE CHALLENGE STADIUM | ≥ -0.87 0.1875 | ≥ -0.77 0.25 | ≥ -0.67 0.29175 | | |
| ARENA JOONDALUP (MAXIMUM ALLOCATION: 0.5835) | ≥ -0.65 0.1875 | ≥ -0.55 0.25 | ≥ -0.45 0.29175 | | |
| (2) MANAGEMENT OF HUMAN RESOURCES | | | | | |
| (a) PERFORMANCE PLANS COMPLETED (MAXIMUM ALLOCATION: 0.1945) | ≥ 80% 0.125 | ≥ 90% 0.17 | ≥ 100% 0.1945 | | |
| (b) TRAINING HOURS PER FTE (MAXIMUM ALLOCATION: 0.1945) | ≥ 11.5 0.125 | ≥ 12.0 (+5%) 0.17 | ≥ 12.5 (+10%) 0.1945 | | |
| (3) REVENUE FOR FINANCIAL YEAR (MAXIMUM ALLOCATION: 0.5835) | ≥ \$4,054,379 0.375 | ≥ \$4,135,466 (+2%) 0.5 | ≥ \$4,226,561 0.5835 | | |
| (4) USAGE OF VENUE (TOTAL NUMBER OF PATRONS) (MAXIMUM ALLOCATION: 0.5835) | ≥ 947,739 0.375 | ≥ 957,216 (+1%) 0.5 | ≥ 966,693 (+2%) 0.5835 | | |
| (5) REPEAT BUSINESS | | | | | |
| (a) RETURN EVENTS (MAXIMUM ALLOCATION: 0.29175) | ≥ 55% 0.1875 | ≥ 60% 0.25 | ≥ 65% 0.29175 | | |
| (b) MEMBERSHIP RENEWALS (MAXIMUM ALLOCATION: 0.29175) | ≥ 35% 0.1875 | ≥ 40% 0.25 | ≥ 45% 0.29175 | | |
| (6) SPONSORSHIP DOLLARS SECURED (MAXIMUM ALLOCATION: 0.5835) | ≥ \$320,920 0.375 | ≥ \$325,920 0.5 | ≥ \$330,920 0.5835 | | |
| OVERALL LEVEL OF PERFORMANCE ACHIEVED AND SALARY INCREASE PAYABLE | IF ALL PERFORMANCE AT BASELINE. MAXIMUM OF 2.125% SALARY INCREASE | IF ALL PERFORMANCE AT IMPROVED LEVEL MAXIMUM OF 2.84% SALARY INCREASE | IF ALL PERFORMANCE AT TARGET LEVEL MAXIMUM OF 3.3% SALARY INCREASE | | |

APPENDIX 3—MOTOR VEHICLE ALLOWANCE

Motor Car

| RATE PER KM | OVER 2600cc | OVER 1600cc- 2600cc | 1600cc & UNDER |
|-----------------------------------|----------------|------------------------|-------------------|
| Metropolitan area | 63.3 cents | 54.9 cents | 48.7 cents |
| South West Land Division | 65.1 cents | 56.5 cents | 50.2 cents |
| North of 23.5 deg. South Latitude | 71.4 cents | 62.3 cents | 55.5 cents |
| Rest of State | 67.3 cents | 58.4 cents | 51.8 cents |

Motor Cycle

RATE PER KM 21.9 cents

APPENDIX 4—TRAVEL ALLOWANCE

ALLOWANCE TO MEET INCIDENTAL EXPENSES

| | \$ Daily Rate |
|---|---------------|
| 1. WA – South of 26 deg. South Latitude | 8.65 |
| 2. WA – North of 26 deg. South Latitude | 10.35 |
| 3. Interstate | 10.35 |

ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL

| | \$ Daily Rate |
|--|---------------|
| 1. WA—Metropolitan Hotel or Motel | 148.20 |
| 2. Locality South of 26 deg. South Latitude | 124.05 |
| 3. Locality North of 26 deg. South Latitude— | |
| Broome | 197.25 |
| Carnarvon | 123.15 |
| Dampier | 146.10 |
| Derby | 157.20 |
| Exmouth | 157.35 |
| Fitzroy Crossing | 160.35 |
| Gascoyne Junction | 118.85 |
| Halls Creek | 166.85 |
| Karratha | 240.10 |
| Kununurra | 154.75 |
| Marble Bar | 125.35 |
| Newman | 190.35 |
| Nullagine | 115.35 |
| Onslow | 101.80 |
| Pannawonica | 126.85 |
| Paraburdoo | 193.35 |
| Port Hedland | 202.75 |
| Roebourne | 133.70 |
| Sandfire | 97.35 |
| Shark Bay | 161.85 |
| Tom Price | 164.85 |
| Turkey Creek | 94.35 |
| Wickham | 130.35 |
| Wyndham | 101.85 |

4. Interstate—Capital City

| | |
|----------------|--------|
| Sydney | 176.90 |
| Melbourne | 166.60 |
| Other Capitals | 153.80 |

5. Interstate—Other than Capital City 124.05

ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL

| | \$ |
|---------------------------------------|-------|
| 6. WA—South of 26 deg. South Latitude | 53.15 |
| 7. WA—North of 26 deg. South latitude | 63.70 |
| 8. Interstate | 63.70 |

TRAVEL NOT INVOLVING AN OVERNIGHT STAY, OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED

| | |
|--|-------|
| 9. WA—South of 26 deg. South Latitude— | |
| —Breakfast | 10.20 |
| —Lunch | 10.20 |
| —Evening Meal | 24.05 |

10. WA—North of 26 deg. South Latitude—

| | |
|---------------|-------|
| —Breakfast | 11.95 |
| —Lunch | 14.75 |
| —Evening Meal | 26.70 |

11. Interstate—

| | |
|---------------|-------|
| \$ | |
| —Breakfast | 11.95 |
| —Lunch | 14.75 |
| —Evening Meal | 26.70 |

WATER CORPORATION AGRICULTURAL REGION LOCAL AGREEMENT 1998.**No. AG 191 of 1998.**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 191 of 1998.

Water Corporation Agricultural Region Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms S Ellery on behalf of The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch, Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, Mr G Sturman on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch and Mr J Murie on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering Electrical Division, WA Branch, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Agricultural Region Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,

[L.S.] Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Agricultural Region Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 LOCAL ARRANGEMENTS
- CLAUSE 13 PERFORMANCE MONITORING
- CLAUSE 14 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 15 INCENTIVE PAYMENTS AND DISTRIBUTION
- CLAUSE 16 SIGNATORIES
- Appendix A Guidelines for the Payment of Performance Incentive Payments
- Appendix B Local Area Results Report—Agricultural Region

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Agricultural Region Local Agreement 1998 during the operation of this Agreement and also applies to and binds the following organisations—

Under Part VI B of the Workplace Relations Act 1996 in respect of—

- THE AUSTRALIAN LIQUOR, HOSPITALITY AND MISCELLANEOUS WORKERS UNION, MISCELLANEOUS DIVISION, WA BRANCH; AND
- THE AUSTRALIAN WORKERS UNION, FOR THOSE CLASSIFICATIONS PRESCRIBED IN CLAUSE 1.3 OF THE WATER CORPORATION PAY AND ALLOWANCES AGREEMENT 1997.

Under Section 41 of the Industrial Relations Act 1979 in respect of—

- THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA (INC); AND
- THE AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION OF WORKERS, WESTERN AUSTRALIAN BRANCH; AND
- THE COMMUNICATIONS, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION, POSTAL, PLUMBING AND ALLIED WORKERS UNION OF AUSTRALIA, ENGINEERING & ELECTRICAL DIVISION, WESTERN AUSTRALIAN BRANCH; AND
- THE AUSTRALIAN LIQUOR, HOSPITALITY AND MISCELLANEOUS WORKERS UNION, MISCELLANEOUS DIVISION, WA BRANCH FOR CLASSIFICATIONS PRESCRIBED IN CLAUSE 1.3—PARTIES BOUND OF THE WATER CORPORATION PAY AND ALLOWANCES AGREEMENT 1997.

This Agreement will cover an estimated **168** employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered / certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed this Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) it has the approval of the Local Area General Manager, and
- (b) the potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- (d) ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Agricultural Region Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

The Agricultural Region's Mission is to—

To conduct a successful business providing quality water and wastewater services to customers within the Agricultural areas, to enhance their lifestyle and to support the future development of the Region.

Our Region's objectives are to —

- Achieve excellence in customer service.
- Attain superior commercial performance
- Deliver business development and growth
- Maintain a safe and fulfilling working environment for our people.
- Maintain the delivery of employee training and development to provide an efficient workplace.
- Maintain effective environmental performance

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Values are

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

| | INDICATOR | MEASURE | CURRENT PERFORMANCE | LONG TERM TARGET (YEAR 3) | YEAR 1 CAP | YEAR 1 TARGET | THRES-HOLD | WEIGHT -ING |
|---|--|---|---|---------------------------|-------------------------|---------------------|--------------------------------------|-------------|
| 1 | Customer Satisfaction <i>(See Note 1)</i> | % of customers extremely, very or quite satisfied <i>(For Questions appropriate to the Regions 'area of influence')</i> | From May 1998 Market Equity Customer Contact Survey | 90% | <i>(See Note 1)</i> | <i>(See Note 1)</i> | May 98 Survey <i>(See Note 1)</i> | 20 |
| 2 | Financial Performance | The total of Operating, Support and Reimbursement Expenditure, less Reimbursement Revenue, compared to the approved budget <i>(See Note 2)</i> | 100% | 97% | 99% | 100% | 100% | 20 |
| 3 | Capital Investment Planning Performance - Minor Capital Projects | Expenditure vs. Budget Performance against final 98/99 approved budget of Minor Capital Projects managed by the Region (as at October 1998). Must include 80% of original projects <i>(See Note 4)</i> | ±20% | ±5% | +3% to -5% | +5% to -10% | +10% to -20% | 15 |
| 4 | Business Growth/Improvement <i>(See Note 5)</i> | No of ideas for new business and business improvements accepted for further consideration by the Region Committee | 10 | 23 | 23 | 20 | 15 | 15 |
| 5 | Safety Performance | Worksafe Plan Audit. % compliance in the 5 Key Elements | From April 1998 audit <i>(50.4 % for April 98 audit)</i> | 80% | 72% | 65% | 60% | 20 |
| 6 | Development & Improvement Matrix (Process Management) - <i>(See Note 6)</i> | Independently audited assessment of Stage reached | Confirmed by an external auditor | Stage 6 | 20% achieved next Stage | 2 Stage shift | Current Stage | 10 |

• In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Agricultural Region to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.
 • Strategies for achieving the Performance Measures And Targets contained in this Clause are prescribed in Clause 11, Strategies

Note 1—Customer Satisfaction

- The **Threshold** will be our baseline score as at May 98.
- The **Target** will be—
 baseline plus 7% (if baseline is ≤60).
 baseline plus 6% (if baseline is 61 to 70).
 baseline plus 5% (if baseline is 71 to 80).
 baseline plus 3% (if baseline is 81 to 90).
 baseline plus 1% (if baseline is > 90).
- The **Cap** will be—
 baseline plus 8% (if baseline is ≤60).
 baseline plus 7% (if baseline is 61 to 70).
 baseline plus 6% (if baseline is 71 to 80).
 baseline plus 4% (if baseline is 81 to 90).
 baseline plus 1% (if baseline is > 90).

Note 2—Financial Performance

- Excluded from this measure are—
 — Main Conduit pumping power.
 — initiatives, cost of accounting practices imposed on the Region and not allowed for in the approved budget. (ie. outside the control of the Region).
 — costs attributed to significant abnormal or unforeseen major incidents of an operational nature, such as failure of major assets
 — expenditure on extraordinary items not included in the approved budget.

All exclusions are to be determined at the end of the period of the agreement, based on documented evidence and agreed by the General Manager

Note 3—Capital Investment Program (CIP) Performance—Year 1 Target

The Region has deliberately chosen a sub-set of the CIP Programme (ie. the 900 Series) as these works still represent a considerable programme and include projects for which a large % of resources in the Region contribute. The indicator is specifically set to focus on vital process improvement in the Region. Being a programme of small projects, the targets are considered appropriate.

Note 4—Capital Investment Program (CIP) Performance—Year 1 Target

The \$ Program and the number of projects only include the combination of—

1. Common, water and wastewater minor works—C63.920AA, W63.920AA, S63.920AA
2. Common depots and offices—C63.925AA
3. Water and wastewater mains improvements—W63.914AA, S63.914AA

The following developer driven projects are not included—

1. Water and wastewater subdivisions—W63.902AA, W63.904AA, W63.906AA, S63.906AA
2. Water and wastewater mains extensions—W63.910AA, S63.910AA
3. Water service connections—W63.912AA

Note 5—Business Growth/Improvement

The proposed process is as Attachment 1
 In reviewing Business Growth and Improvement ideas, the Region New Business & Business Improvements Committee will assess the potential of the ideas using guidelines that will require that the idea generated must have the potential to improve the Regions profitability, prior to being accepted.

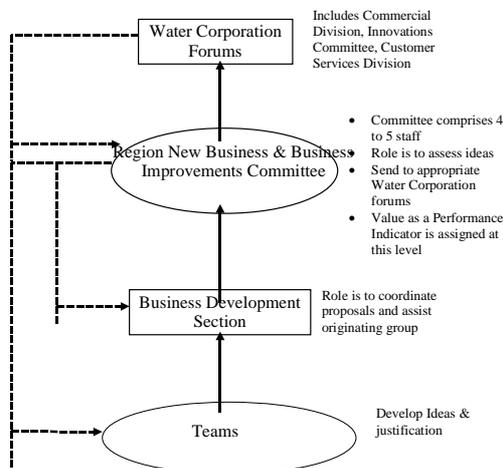
Note 6—Development & Improvement Matrix

Development And Improvement Matrix—Column 7 Process Management—Refer to Attachment 2

Attachment 1

Note 5

BUSINESS IMPROVEMENT STRATEGY
 Process for
 Developing Ideas for New Business and
 Business Improvement



Notes: 1. An idea may start and proceed from any point
 2. Feedback to Region Committee and originating group (Team, Business Development Section, Region Committee)

WATER CORPORATION DEVELOPMENT AND IMPROVEMENT MATRIX

| BUSINESS IMPERATIVE STAGES | 1 | 2 | 3 | 4 | 5 | | 6 | 7 | 8 |
|--|--|--|--|---|--|--|---|--|--|
| | CUSTOMER FOCUS | BUSINESS ALLIANCES | COMMERCIAL PERFORMANCE | PLANNING | VALUING OUR PEOPLE | | MANAGEMENT BY INFORMATION & KNOWLEDGE | PROCESS MANAGEMENT | PERSONAL LEADERSHIP |
| | | | | | LEARNING & SKILL ATTAINMENT | WORK ENVIRONMENT | | | |
| 7 EXCELLENCE | Our customers are advocates of our organisation. We constantly focus on our customers & their customers. We work together as partners. | Partnerships with contractors, suppliers & internal groups enhance organisational performance in meeting customer expectations. | Our whole Corporate culture & performance is defined & measured by the achievement of commercial objectives. | Our planning is relevant, timely and facilitates action that delivers exceptional performance. The process of improvement is systematic and regular activities are carried out at all levels. | Our people are active advocates of our learning organisation. | Our people are committed to our vision & are working in an environment which supports & empowers them to continuously improve our processes, products/services. | All decisions are made based on knowledge and information to ensure business success. | Achieving incremental and breakthrough improvement are part of everyday work. Our systems are recognised as capable of achieving our objectives. | I am recognised as a leader through modelling values, inspiring shared vision and aligning personal & organisational goals. |
| 6 SEEKING EXCELLENCE | Customers express delight because we have anticipated and influenced their wants. | Long term mutually beneficial relationships are in place with our preferred partners. | We consistently seek to establish competitive advantage, gain market share and foster innovation. | All activities contribute the Vision and Objectives of the Organisation. Performance is monitored and rewarded appropriately. | Individuals are equipped with necessary skills, competencies and knowledge to make decisions with confidence & act independently. | Quality of work life is actioned throughout the organisation. Questioning & challenging assumptions by individuals & team is a core part of the way we work. | Data is used to predict performance and guide decision making. Monitoring and analysis of data continuously occurs for all key processes. | We enhance & standardise our systems through continuous improvement of processes to achieve alignment to our vision. | I create sustainable change and impact on the business through my leadership. |
| 5 HIGH PERFORMANCE | Customers are willing to participate in service delivery planning. We are adaptive to customers' changing needs. | A win win approach exists with our partners. Partners achieve improvements that deliver mutual benefits. | Our benchmarked performance & formal customer feedback indicates that we are adding value to the overall business. | People at all levels and external parties have input into the planning process. Resource allocation is fully integrated into the planning process. | Recruitment, induction & education systems are proactive & reflect strategic local workforce plans. Self improvement is undertaken, promoted & supported. | Quality of work life of people is accepted as a key component of management. Improvement ideas are actively sought & teams are empowered to improve processes. | Performance is continuously analysed, reported & communicated. Performance indicators are used to drive improvement. | We are continuously involved in & achieve cross functional improvements & standardise best known methods. We establish a management system for our key processes. | I work with others to create business opportunities, possibilities for learning and foster a quality working environment. |
| 4 VISIBLE IMPROVEMENT OF RECOGNITION OF EFFORTS | Customers begin to tell us of noticeable service improvements. | Choice of partners and contractors is based on value of the products and services not price tag alone. Formal partnering is practised. | We focus constantly on achieving high level results & discontinue non-value adding activities. | The planning process influences decisions regarding business improvements and resource allocation. Performance is measured and built into individual performance agreements. | We actively encourage a continual learning environment. We action plans which allow for succession planning, career / personal development with links to workforce plans. | Creation of a healthy work environment becomes synonymous with our productivity. Our procedures & our leaders maximise opportunity for individual & team contribution. | We improve our performance by reducing variation, accessing knowledge & utilising data obtained from customers. | We are recognised as improving our processes. All key processes have standard procedures implemented. We use the Business Process structure to align & design processes. | I adopt a leadership role in the way I work with people & do business. I develop others as leaders through coaching & mentorship. |
| 3 PLANNED ACTION | We seek out and act upon our customers' perceptions. | Mutually acceptable processes are being established to measure performance of suppliers, contractors & partners. | Our commercial objectives are set, reviewed and reflected at a Divisional or Regional level. | People responsible for processes are consulted with respect to planned improvements and required responses. | We value learning through skill / competency based programs, developed to meet identified needs which have been planned for. We plan for future team skill / knowledge requirements. | We begin to create a healthy work environment, valuing diverse skills of our people. Collaboration in teamwork & continuous improvement is supported at all levels. | Processes are developed for timely performance measurement, reporting & communication. We collect, manage & access relevant data. | We meet with customers to monitor performance. A program for developing standard procedures is actioned. We establish how we are to examine our processes. | I examine the personal implications for myself & my team. I begin to consciously practice leading by example. |
| 2 UNDERSTANDING AD HOC ACTION | We understand and measure the contribution we make in satisfying our customers' needs. | Our suppliers, contractors & partners agree that the quality of their products & services will meet our needs & expectations. | We have an agreed set of commercial objectives which align with the Corporation's direction. | We have some input into the planning process and understand how the Organisation's Vision & Objectives link to our activities. | Development needs are reviewed against skill / requirements & are discussed and documented during performance agreements. | We begin to address quality of workplace issues. Through formation of workplace teams we involve our people in joint decision making & problem solving. | Employees begin to gain the knowledge & skills to analyse & interpret information for decision making and problem solving. | We determine customers & resources for major processes. We understand who is responsible for major corporate processes. | I understand concepts of effective leadership. I create a collaborative team environment & create opportunities to apply newly gained knowledge. |
| 1 AWARENESS INITIAL DEVELOPMENT | Our customers are aware and information is gathered on their needs. | We communicate with our suppliers, contractors & partners & they are aware of our needs & expectations. | We are gaining an understanding of what commercial performance means to our business. | We are familiar with the planning cycle. We understand that the organisation's planning cycle influences our work. | Frameworks for people development are agreed to begin to align with corporate direction. | Quality of life is considered to be important. We foster the concept of involving all our people in teamwork. | Managers & employees are aware of the need for relevant & accurate data to support decisions & to measure processes. | We identify & begin to document major processes, products & services. | I seek knowledge & explore the possibilities of actions I can take. I begin to adopt a supportive team environment. |
| 0 | We talk about being customer focused. | Minimal communication with suppliers, contractors & partners exists. | We acknowledge the importance of commercial objectives and performance. | Business activities & plans are remote from each other. Most activity is reactive & ad hoc. | Development of skills, competencies & knowledge in our people is ad hoc. | The organisation talks about valuing its people. | Data is not recognised as an asset that needs to be managed. Decisions are based on influence. | We haphazardly undertake process improvement. | I have no personal commitment to effective leadership. |

CLAUSE 11—STRATEGIES

The following Strategies support the Performance Measures and Targets prescribed in Clause 10.

Strategy 1— Customer Satisfaction

(Excellence in Customer Service)

(Custodian—Manager Service Delivery)

| No | Aim | Actions | Timeframe for Implementation |
|-----|---|--|--|
| 1.1 | • Explain what the Performance Indicator and Target are based on. | • Brief Operations Managers and Team Leaders across all sections using previous surveys and explain Customer Satisfaction Survey and Customer Contact Survey processes - (may use Market Equity). • Brief all employees using same process. (during Ballot process). | • By 22/05/98 |
| 1.2 | • Most recent Customer Satisfaction Survey and Customer Contact Survey results presented to teams (Market Equity). • Identify specific areas to be targeted. • Develop local team strategies to address relevant target areas. • Provide training and work instructions. | • Presentations to all teams. • Facilitation of teams. • Facilitation of teams. • Developed by teams with assistance provided through appropriate support areas. | • By 31/07/98 • By 31/07/98 • By 31/07/98 |
| 1.3 | • Share positive feedback and opportunities for improvement from customers. | • Use Nonconformance /Opportunity Log to record Customer feedback highlight through team meetings and team brief. • Teams to meet with their Major Customers to identify improvement opportunities. • Positive feedback published through team brief, Flowing On and On Tap. | • Ongoing at least 3 monthly. |
| 1.4 | • Customer Contact Survey to be conducted 4 monthly. • Conduct Local Survey to gauge effectiveness of strategies if main survey is not conducted regularly. | • Raise with Customer Services Division Board of Management. • Utilise consultant and Budget to conduct surveys | • By 31/07/98 • Three months prior to next Water Corporation Survey |

Strategy 2— Financial Performance

(Promoting a Culture of Business Ownership)

(Custodian—Manager Finance and Administration)

| No | Aim | Actions | Timeframe for Implementation |
|-----|--|---|---|
| 2.1 | • Explain what the Performance Indicator and Target are based on. | • Brief Operations Managers and Team Leaders across all sections. • Brief all employees using same process. (during Ballot process). | • By 22/05/98 • By 22/05/98 |
| 2.2 | • Develop and deliver Commercial Focus Education Package tailored to Water Corporation Region Business | • Develop package in consultation with Mid West Region. • Delivered by Region Finance Team | • Commence by 30/09/98 and ongoing |
| 2.3 | • Conduct Zodiac Financial awareness training for selected employees. | • Implement package | • Commence 31/03/98 and complete by 30/09/98 |
| 2.4 | • Provide financial information down to Work Planning area and provide support to field operatives. • Provide Finance help desk service and ongoing advice. | • Distribution of Smart Stream budgeting reports. • Training in use SAP • Publish Help Directory and schedule to provide more visible field support | • By 01/09/98 • Ongoing to 01/11/98 • By 31/07/98 |
| 2.5 | • Provide the opportunity for greater input of field staff in budget process | • Formally document potential work identification process including criteria and provide for feedback to field staff. Use Nonconformance /Opportunity Log to record feedback. | • By 01/09/98 |
| 2.6 | • Prepare budget and monitoring timetable | • Liaise with Management Accounting and ODS to determine timelines. • Document and communicate to Section Leaders and OMs | • By 31/07/98 |
| 2.7 | • Communicate the financial performance of the Team/District/Region. | • Provide Information through Team Brief and Flowing On - Enter on Watermet for Team Access. | • By 31/07/98 |

Strategy 3—Capital Investment Planning Performance
(Managing Our Minor Capital Projects)
(Custodian—Manager Projects)

| No | Aim. | Actions | Timeframe for Implementation |
|-----|---|--|--|
| 3.1 | <ul style="list-style-type: none"> Explain what the Performance Indicator and Target are based on. | <ul style="list-style-type: none"> Brief Operations Managers and Team Leaders across all sections Brief all employees using same process. (during Ballot process) | <ul style="list-style-type: none"> By 22/05/98 By 22/05/98 |
| 3.2 | <ul style="list-style-type: none"> Develop Minor Capital Investment Process | <ul style="list-style-type: none"> Document flowchart Define and document roles and responsibilities, including Team responsibilities. Identify year 1 projects Nominate Client Representative and Project Manager and advise Teams. Specify project scope and constraints in an Activation Report and advise Teams. Prepare detailed budget for each project and advise Teams. Measure ongoing performance and advise Teams. | <ul style="list-style-type: none"> By 31/07/98 |
| 3.3 | <ul style="list-style-type: none"> Develop Communications Plan | <ul style="list-style-type: none"> Issue program master sheet to Teams. Provide frequent updates on \$ target achievement to Teams through Team Brief and Flowing On - Enter on Waternet for Team Access. Use Micro Soft Project to manage information | <ul style="list-style-type: none"> By 31/07/98 |
| 3.4 | <ul style="list-style-type: none"> Develop Training Program | <ul style="list-style-type: none"> Prepare training package for Project Managers to include Project Management skills (scope, time, cost and procedures) Schedule in Region Training Plan. Conduct training - Explain Capital versus Operating activities | <ul style="list-style-type: none"> By 31/07/98 By 30/09/98 |

Strategy 4— Business Growth/Improvement
(Developing New Business and Improvement Ideas)
(Custodian—Manager Business Development)

| No | Aim. | Actions | Timeframe for Implementation |
|-----|---|---|---|
| 4.1 | <ul style="list-style-type: none"> Explain what the Performance Indicator and Target are based on. | <ul style="list-style-type: none"> Brief Operations Managers and Team Leaders across all sections. | <ul style="list-style-type: none"> By 22/05/98 |
| 4.2 | <ul style="list-style-type: none"> Identify members of the Region New Business & Business Improvement Committee. | <ul style="list-style-type: none"> Establish Region New Business & Business Improvement Committee at briefing at 4.1. | <ul style="list-style-type: none"> By 22/05/98 |
| 4.3 | <ul style="list-style-type: none"> Committee to establish guidelines and communicate to all employees. | <ul style="list-style-type: none"> Briefing sessions provided to all employees (during Ballot process) | <ul style="list-style-type: none"> By 31/07/98 |
| 4.4 | <ul style="list-style-type: none"> Monitoring and reporting of ideas and opportunities. | <ul style="list-style-type: none"> By Region New Business & Business Improvement Committee. Promote in Team Brief and Flowing On - Enter on Waternet for Team Access. | <ul style="list-style-type: none"> Ongoing |

Strategy 5— Safety Performance
(Improving Our Safe and Healthy Work Environment)
(Custodian—Manager Human Resources)

| No | Aim. | Actions | Timeframe for Implementation |
|-----|---|---|--|
| 5.1 | <ul style="list-style-type: none"> Explain what the Performance Indicator and Target are based on. | <ul style="list-style-type: none"> Brief Operations Managers and Team Leaders across all sections using previous Safety Audits and explain Audit process. Brief all employees using same process. (during Ballot process). | <ul style="list-style-type: none"> By 22/05/98 By 22/05/98 |
| 5.2 | <ul style="list-style-type: none"> Most recent Safety Audit results presented to teams Identify specific areas to be targeted. Develop local team strategies to address relevant target areas Provide training and work instructions. | <ul style="list-style-type: none"> Presentations to all teams. Facilitation of teams - including recommendations from Regional Occupational Safety & Health Committee. Facilitation of teams Developed by teams with assistance provided through appropriate support areas. | <ul style="list-style-type: none"> By 31/07/98 By 31/07/98 By 31/07/98 By 31/07/98 |
| 5.3 | <ul style="list-style-type: none"> Monitor Occupational Safety & Health Action Plan. | <ul style="list-style-type: none"> Regular Regional Support Team Meetings. Occupational Safety & Health Committee Meetings. Internal Audits (external to Region) | <ul style="list-style-type: none"> Quarterly Bimonthly 30/06/98 and 31/03/99 |
| 5.4 | <ul style="list-style-type: none"> Communicate progress to employees. | <ul style="list-style-type: none"> Promote in Team Brief and Flowing On - Enter on Waternet for Team Access. | <ul style="list-style-type: none"> Ongoing |

Strategy 6— Development & Improvement Matrix— Column 7—Process Management
(Improving Our Work Processes)
(Custodian—Business Planner)

| No | Aim. | Actions | Timeframe for Implementation |
|-----|--|---|--|
| 6.1 | <ul style="list-style-type: none"> Explain what the Performance Indicator and Target are based on. | <ul style="list-style-type: none"> Brief Operations Managers and Team Leaders across all sections explain the Development & Improvement Matrix and assessment tool. Brief all employees using same process. (during Ballot process) | <ul style="list-style-type: none"> By 22/05/98 By 22/05/98 |
| 6.2 | <ul style="list-style-type: none"> Provide Facilitator Training in Development & Improvement Matrix Assessment Process | <ul style="list-style-type: none"> Engage trainer external to Region - 1 Day session to include Quality Assurance Officer and Team Supports | <ul style="list-style-type: none"> By 31/07/98 |
| 6.3 | <ul style="list-style-type: none"> Teams to carry out initial self assessment and develop strategies/actions | <ul style="list-style-type: none"> Trained Facilitator to assist Teams | <ul style="list-style-type: none"> By 31/08/98 |
| 6.4 | <ul style="list-style-type: none"> Teams current performance determined by external audit | <ul style="list-style-type: none"> Auditor external to Region to conduct audit. | <ul style="list-style-type: none"> 30/09/98 and 31/05/99 |
| 6.5 | <ul style="list-style-type: none"> Audit results presented to teams Identify specific areas to be targeted and develop local team strategies to address relevant target areas. | <ul style="list-style-type: none"> Presentations to all teams Facilitation of teams - developed by teams with assistance provided through appropriate support areas and the D&I P.C. Tool. | <ul style="list-style-type: none"> By 15/10/98 By 31/10/98 |
| 6.6 | <ul style="list-style-type: none"> Teams carry out ongoing self assessment | <ul style="list-style-type: none"> Using the Development & Improvement Assessment Tool and Process. | <ul style="list-style-type: none"> Ongoing |
| 6.7 | <ul style="list-style-type: none"> Team progress monitored regularly and information shared | <ul style="list-style-type: none"> Promote in Team Brief and Flowing On - Enter on Waternet for Team Access | <ul style="list-style-type: none"> Ongoing |

CLAUSE 12—LOCAL ARRANGEMENTS

Employees and Management undertake to explore local work arrangements which enable the Agricultural Region to conduct a successful business providing water and wastewater services to customers and provide excellent service to customers and improve job satisfaction.

The following items have been identified by Agricultural Region employees, as issues that warrant investigation —

- Flexible working hours.
- Time in Lieu—more flexibility with accrued time.
- Arrangements to work from home.
- Sharing of resources across the Region.
- Job sharing/ Part-time working arrangements.

The parties to this Agreement undertake to explore items a), b) and c), in accordance with the provisions of Clause 2.1 Hours and item e) under Clause 1.10, Part Time Employment of the Water Corporation Conditions Agreement 1997, during the life of this agreement. Any changes to working arrangements will be mutually agreed by the parties to this agreement and treated on their merits in relation to the business case.

All employees will be expected to actively participate in teams, to achieve the objectives of this agreement.

CLAUSE 13—PERFORMANCE MONITORING

Performance against the Targets in Clause 10 shall be monitored by the Region Support Team, comprising executive managers, and each Workplace Team, comprising all employees of the Region, on a regular basis. Employees and the unions shall have access to a copy of this Agreement and any documents relating to Performance Monitoring.

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6 Dispute Resolution Procedure.

CLAUSE 15—INCENTIVE PAYMENTS AND DISTRIBUTION

The Incentive Payment available to Agricultural Region employees covered by this Agreement under the provisions of Clause 3.11, Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement, 1997, shall be distributed on the basis of equal shares to each employee provided that the guidelines attached at Appendix A will be applied where employees are engaged Part Time or who start and finish during the term of the Agreement.

The amount for the Local Area component of the Employee Incentive Payment shall be calculated using the Local Area Results Report table attached at (Appendix B).

CLAUSE 16—SIGNATORIES STATE

Signed for and on behalf of the Water Corporation.

..Signed.....

Acting Chief Executive Officer

Dated: 22/7/98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

..Signed.....*Common Seal*

General Secretary

Dated: 23/7/98

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union (Miscellaneous Workers WA Branch).

..Signed..... *Common Seal*

Dated: 24/7/98

Signed for and on behalf of the Australian Workers Union.

...Signed.....

Dated: 24/7/98

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch.

..Signed..... *Common Seal*.

Dated: 16/9/98

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch.

..Signed..... *Common Seal*

Dated: 17/9/98

APPENDIX A

GUIDELINES FOR THE PAYMENT OF PERFORMANCE INCENTIVE PAYMENTS PRESCRIBED UNDER THE CORPORATION CONDITIONS AGREEMENT 1997

These Guidelines apply equally to all Corporation Employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

Application of these Guidelines is not mandatory, as Local Agreements may provide for different arrangements for entitlements to the incentive payments.

PERFORMANCE LINKED INCENTIVE PAYMENTS

- The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for two 12 month periods ending 30, June 1999 and June 30, 2000.
- Each annual incentive payment comprises two components, one for the achievement of Corporate Targets and the other for the achievement of Local Area Targets.
- Entitlement to these payments may be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.
- The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

ENTITLEMENT

- Employees engaged full-time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees who start or finish during the term of a Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees absent from duty on, leave without pay, parental leave, seconded to external agency shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.
- Categories not entitled to incentive payments include—
Corporation employees on contract in, as defined in Clause 3 Parties Bound
people working under a contract for service, eg an agency
vocational (student) employees
employees of other organisations seconded into the Corporation*
*Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.

(APPENDIX B)

| Local Area Results Report - Agricultural Region | | | | | | | | Corporate Performance Measures | |
|---|---|-----------------------|---|-----------------------------|---------------------|---------------------------------|--|--------------------------------|--|
| Local Performance Measures | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 | | | |
| | Customer Satisfaction | Financial Performance | Capital Investment Planning Performance | Business Growth/Improvement | Safety Performance | D&I Matrix - Process Management | | | |
| Long Term Target 3 year | 90% | 97% | ±5% | 23 | 80% | Stage 6 | | | |
| Cap (110%) | See Note 1 Clause 5 | 99% | +3% to -5% | 23 | 72% | 20% next Stage | | | |
| Year One Target (100%) | See Note 1 Clause 5 | 100% | +5% to -10% | 20 | 65% | 2 Stage shift | | | |
| Threshold (0%) | May 98 Survey | 100% | +10% to -20% | 15 | 60% | Current Stage | | | |
| Past Performance | May 98 Survey | 100% | ±20% | 10 | 50.4 April 98 Audit | Audited Stage | | | |
| Year One Performance | | | | | | | | | |
| Achievement % | | | | | | | | | |
| Weighting | 20 | 20 | 15 | 15 | 20 | 10 | | | |
| TOTAL Achievement % | | | | | | | | | |
| | Total Score for Local Area: = | | | | | % | | | |
| | Maximum Local Area Incentive = | | | | \$785 | | | | |
| | <i>Local Area Component</i> of Incentive Payment: = | | | | \$ | | | | |
| | TOTAL INCENTIVE FOR LOCAL AREA = | | | | \$ | | | | |

| | |
|-------------------------------|-------|
| Corporate Score = | % |
| Maximum Corporate Incentive = | \$785 |
| Corporate Component = | \$ |

• Performance Achieved That Is Between The Threshold And Target And The Target And Cap Will Be Reflected Proportionally In The Achievement Score

**WATER CORPORATION BULK WATER &
WASTEWATER DIVISION LOCAL AGREEMENT
1998.**

No. AG 187 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Australian Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous Workers Division, Western
Australian Branch and Others.

No. AG 187 of 1998.

Water Corporation Bulk Water & Wastewater Division
Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms S Ellery on behalf of The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch, Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, Mr G Sturman on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Bulk Water & Wastewater Division Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Bulk Water & Wastewater Division Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 LOCAL ARRANGEMENTS
- CLAUSE 13 PERFORMANCE MONITORING
- CLAUSE 14 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 15 INCENTIVE DISTRIBUTION
- CLAUSE 16 SIGNATORIES—STATE
- CLAUSE 17 SIGNATORIES—FEDERAL
- APPENDIX A: RESULTS REPORT
- APPENDIX B: GUIDELINES FOR INCENTIVE PAYMENT
- APPENDIX C: LOCAL ARRANGEMENTS FOR WATER DISTRIBUTION SECTION

CLAUSE 3—PARTIES BOUND

This Agreement is an agreement made under Part VI B of the Workplace Relations Act 1996 in respect of—

- the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch.

This Agreement is an agreement made under Section 41 of the Industrial Relations Act 1979 in respect of—

- the Community and Public Sector Union, WA Branch, the Civil Service Association of Western Australia (Inc); and
- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch; and
- the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch for classifications prescribed in Clause 1.3—Parties Bound of the Water Corporation Pay and Allowances Agreement 1997.

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Bulk Water & Wastewater Division during the operation of this Agreement and also applies to and binds the following organisations—

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION, MISCELLANEOUS DIVISION, WA BRANCH (ALHMWU)

CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA (INC) (CSA)

AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION OF WORKERS, WESTERN AUSTRALIAN BRANCH (AMWU)

This Agreement will cover an estimated 210 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered or certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from 1 July 1998 until 30 June 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Bulk Water & Wastewater Division Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Division Mission is to provide quality bulk water & wastewater utility services and catchment management services to our customers.

Our Division Objectives are to —

- operate in a commercial manner using best management and operating practices while having regard to Government policies.
- provide cost effective services at minimum long term cost.
- meet all regulatory and reporting obligations.
- secure and support new business initiatives and expand existing regulated business.
- actively fulfil our environmental commitment with the Corporation's Environmental Policy.
- foster an equitable, safe and healthy work environment.

- support and encourage employees' personal contributions and growth.
- retain motivated and skilled employees.

(**Key Result Areas Supported by these objectives:** Excellence in Customer Service, Superior Commercial Performance, Business Development and Growth, Effective Environmental Performance. **Key Support Areas:** People, Assets, Information).

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation.

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are—

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the *Bulk Water & Wastewater Division* to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed. Strategies for achieving the Performance Targets contained in this clause are prescribed in Clause 11: STRATEGIES.

MEASURES BULK WATER & WASTEWATER DIVISIONAL AGREEMENT

| AREA | OBJECTIVE | MEASURE | WEIGHT | CURRENT PERFORM. | TARGET | THRESHOLD | CAP |
|----------------------------------|--|---|--------|-----------------------------|--|-------------------------------------|--------------------|
| 1. Financial | Complete planned activities within approved operational budget | $\frac{\text{Expenditure}}{\text{Budget}} \times 100\%$ | 15 | 101.78% (1996/97 Fin. Year) | < / = 99% | 100% | 98.5% |
| 2. Core Business - Water | Achievement of nominated performance measures (Refer page 8) | $\frac{\text{Actual av achievement of KPI's}}{\text{Target av. Achievement}}$ | 20 | See attached | 90% | 0% (Individual thresholds attached) | 100% |
| 3. Core Business - Wastewater | Achievement of nominated performance measures (Refer page 9) | $\frac{\text{Actual av achievement of KPI's}}{\text{Target av. Achievement}}$ | 20 | See attached | 90% | 0% (Individual thresholds attached) | 100% |
| 4. People - Safety | Improvement in compliance with Divisional Work Instructions on identification, reporting and close out of accidents, incidents & hazards | $\frac{\text{No. of close outs}}{\text{Total no.}}$ | 20 | 25% | Yr 1 75% Yr 2 85% Yr 3 95% | 65% | 95% |
| 5. Business Development & Growth | Increase revenue to Bulk Water & Wastewater Division from external sources | External dollar revenue | 15 | Actual 97/98 outturn | Yr 1 \$97/98 +\$300,000 Yr 2 \$97/98 +\$600,000 Yr 3 \$97/98 + \$1,000,000 | \$97/98 | \$97/98 +\$400,000 |
| 6. Information | Implement Business Management System | $\frac{\text{No. of actions completed}}{\text{No. of agreed actions}}$ | 10 | n/a | 90% | 80% | 100% |

N.B. An explanation of all measures and supporting data is available from Bulk Water & Wastewater Division, Projects & Planning Branch.

WATER

| AREA | OBJECTIVE | MEASURE | WEIGHT | CURRENT PERFORM. | TARGET | THRESHOLD | NOTES |
|----------------------|---|---|--------|------------------------|----------------------------------|-----------|-------|
| 2.1 Power Usage (A) | To increase the amount of off peak power used at groundwater treatment plants | % off peak power used in ground water treatment plants | 0.143 | 58.3% | Yr 1 61% Yr 2 62% Yr 3 63% | Yr 1 59% | |
| 2.2 Power Usage (B) | To improve the energy efficiency of water pumping at groundwater treatment plants | kW/ML produced at groundwater treatment plants | 0.143 | 251.8 kWh/ML (1996/97) | Yr 1 244 Yr 2 242 Yr 3 240 | Yr 1 246 | |
| 2.3 Fluoridation (A) | To improve the accuracy of fluoride dosing | % of samples from the metro retic system between 0.7 & 1.0 mg/L on annual average | 0.143 | 85% | Yr 1 90% Yr 2 93% Yr 3 95% | Yr 1 85% | |
| 2.4 Fluoridation (B) | To improve the fluoride dosing performance | Annual average fluoride concentration in metro retic system | 0.143 | 0.79 mg/L | 0.85 mg/L | 0.80 mg/L | |
| 2.5 Production | To maintain compliance with the metro. water supply plan | % groundwater production against Metro Water Supply Plan | 0.143 | 100% | 100% | 98% | |
| 2.6 Water Quality | To ensure appropriate remedial action is taken for all health related water quality exception reports | % of metro health related water quality exception reports closed out | 0.143 | N/A | Yr 1 95% | Yr 1 85% | (1) |
| 2.7 Payments | To improve payments performance to creditors | % payments within 21 days as annual average | 0.071 | 90.3% | 92% | 91% | |
| 2.8 Training | To ensure competence of operators | $\frac{\text{No. of milestones achieved}}{\text{Agreed no.}}$ | 0.071 | N/A | 90% | 80% | (2) |

Note (1) Exception Reporting only recently introduced hence current performance information not available

Note (2) Training Implementation Project Management Plan and milestones to be agreed with General Manager Bulk Water & Wastewater Division by June 1998

WASTEWATER

| AREA | OBJECTIVE | MEASURE | WEIGHT | CURRENT PERFORM. | TARGET | THRESHOLD | NOTES |
|--|---|--|--------|---------------------|----------------------------|------------------------|---------|
| 3.1 Effluent Suspended Solids | To maintain the current high quality effluent standards | Average % target compliance for three major plants | 0.2 | 100% | 100% | 100% | |
| 3.2 Wastewater Treatment (Beenyup WWTP) | To progressively reduce wastewater treatment cost at Beenyup WWTP | c/kL wastewater treated | 0.2 | Current Performance | Current Performance - 3.0% | Current Perform - 2.5% | (3) (4) |
| 3.3 Wastewater Treatment (Woodman Pt WWTP) | To progressively reduce wastewater treatment cost at Woodman Pt. WWTP | c/kL wastewater treated | 0.2 | Current Performance | Current Performance - 3.0% | Current Perform - 2.5% | (3) (4) |
| 3.4 Biosolids Disposal (Beenyup & Woodman Pt WWTP) | To progressively reduce biosolids disposal cost | <u>Disposal Cost (\$)</u> Tonnes dry solid | 0.2 | 97 | 94 | 97 | |
| 3.5 Payments | To improve payments performance to creditors | % payments within 21 days | 0.1 | 90.3% | 92% | 91% | |
| 3.6 Training | To ensure competence of operators | <u>No. of milestones achieved</u> Agreed no. | 0.1 | N/A | 90% | 80% | (2) |

Note (2) Training Implementation Project Management Plan and milestones to be agreed with General Manager Bulk Water & Wastewater Division by June 1998

Note (3) Targets and thresholds to be amended and agreed by General Manager Bulk Water & Wastewater Division where significant changes to operations occur during the Agreement

Note (4) Current Performance, Targets and Thresholds will be expressed in cents per kL when 1997/98 performance determined

CLAUSE 11—STRATEGIES

The Bulk Water & Wastewater Division is committed to the following strategies for achieving the Performance Targets prescribed in Clause 10—

Strategy 1—

Aim: Complete planned activities within approved operational budget

Actions—

- Ensure awareness of financial responsibilities at all levels
- Use project management practices for key projects
- Divisional Finance & Administration Section to provide Branches / Sections / Teams with timely financial information relevant to them

Strategy 2—

Aim: Achieve nominated performance measures in the Water business

Actions—

- All teams to determine the role of teams and sections in achieving nominated targets
- All teams to identify and record opportunities for improvement

Strategy 3—

Aim: Achieve nominated performance measures in the Wastewater business

Actions—

- All teams to determine the role of teams and sections in achieving nominated targets
- All teams to identify and record opportunities for improvement

Strategy 4—

Aim: Improve compliance with the Divisional Work Instructions on the identification, reporting and close out of accidents, hazards and incidents

Actions—

- Undertake education of all employees on Work Instructions
- Require all Divisional employees to carry out at least 3 Job Safety Analyses through the year
- Record and publish progress by branch / section
- Inter branch / section teams devise strategies for meeting target

Strategy 5—

Aim: Increase revenue to Bulk Water & Wastewater Division from external sources

Actions—

- Undertake awareness sessions of possibilities of business opportunities with sections / teams
- Teams to identify opportunities for increasing revenue

Strategy 6—

Aim: Implement the Divisional Business Management System

Actions—

- Undertake education on Divisional Business Management System

CLAUSE 12—LOCAL ARRANGEMENTS

As part of the Bulk Water & Wastewater Division Local Agreement, a local arrangement has been developed for 12 hour shifts and annualised salaries for shift and relief shift employees within the Water Distribution Section. Full details of the local arrangement have been attached in Appendix C.

CLAUSE 13—PERFORMANCE MONITORING

Monitoring for all Performance Measures will be through existing procedures. Progress will be reported in the Divisional Monthly Performance Report and Monthly Team Briefs, and made available to all employees through the Divisional Briefing process. The sections of the Divisional Monthly Performance Report and Monthly Team Brief specific to the Local Agreement, shall be forwarded to the unions party to this Agreement.

Specifically, Team Leaders will brief teams on the Divisional Performance Measures, and the Water & Wastewater Performance Measures applicable to the team's business. Summary posters of the Current Performance on these measures will be supplied to each work location in the Division at least quarterly.

Employees shall have access to a copy of this Agreement and any documents relating to performance monitoring.

A pro forma for reporting results at the conclusion of this Agreement is included in Appendix A.

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

The procedure prescribed in the Water Corporation Conditions Agreement 1997, Clause 5.6 Dispute Resolution Procedure shall apply to this Agreement.

CLAUSE 15—INCENTIVE DISTRIBUTION

Employees are entitled to a share of an incentive payment according to Clause 3.11 LUMP SUM AND INCENTIVE PAYMENTS of the Water Corporation Conditions Agreement, 1997. The incentive payment available shall be distributed equally as a flat dollar amount amongst all employees covered by the Agreement. Entitlement to the incentive payments shall

be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.

Guidelines are attached in Appendix B to determine the incentive payment for employees who are engaged in part time work, or who start or finish during the term of the Agreement.

CLAUSE 16—SIGNATORIES—STATE

Signed for and on behalf of the Water Corporation.

..Signed.....

Acting Chief Executive Officer

Dated: 22/7/98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

..Signed..... *Common Seal*

General Secretary

Dated: 23/7/98

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union (Miscellaneous Workers WA Branch).

..Signed..... *Common Seal*

Dated: 24/7/98

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch.

..Signed..... *Common Seal*

Dated: 16/9/98

APPENDIX A: RESULTS REPORT

| | Divisional Performance Measures | | | | | | | Corporate Performance Measures | | | |
|-----------------------------|-------------------------------------|-------------------------|------------------------------|------------------------------|----------------------------------|----------------------------|---------------------|--------------------------------|------------------|-------------|--|
| | Improving on ops budget performance | Core Business Water (1) | Core Business Wastewater (1) | Close outs on safety reports | Increase in external revenue (2) | Business Management System | Customer Excellence | Financial Perform. | Business Develop | Environment | |
| Long Term Target | | 100% | 100% | 95% | \$1,000,000 | | | | | | |
| Cap | 110% | 98.5% | 100% | 100% | 95% | +\$400,000 | 100% | | | | |
| Year One Target | 100% | 99% | 90% | 90% | 75% | +\$300,000 | 90% | | | | |
| Threshold | 0% | 100% | 0% | 0% | 65% | \$97/98 | 80% | | | | |
| Past Performance | 101.78 (1996/97) | attached | attached | 25% | Actual 97/98 outturn | N/A | | | | | |
| Year One Performance | | | | | | | | | | | |
| Achievement Weighting | 15 | 20 | 20 | 20 | 15 | 10 | | | | | |
| TOTAL Achievement | | | | | | | | | | | |

| | |
|---|--|
| Total Score for Div. Area = | |
| Maximum Div Area Incentive = | |
| <i>Div Area Component of Incentive Payment:</i> = | |
| Total Incentive for Div. Area = | |

(1) see details in Clause 5
 (2) all amounts are in addition to 97/98 actual outturn

APPENDIX B

GUIDELINES FOR THE PAYMENT OF PERFORMANCE INCENTIVE PAYMENTS PRESCRIBED UNDER THE CORPORATION ENTERPRISE AGREEMENT 1997.

These Guidelines apply equally to all Corporation Employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

PERFORMANCE LINKED INCENTIVE PAYMENTS

The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for the 12 month period ending 30 June 1999.

The annual incentive payment comprises two components, one for the achievement of Corporate performance targets and the other for the achievement of local area targets.

Entitlement to the payments may be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

Entitlement

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share of the incentive payment based upon time worked in proportion to full time.

- Employees who start or finish during the term of the Local Agreement shall be entitled to a share of the incentive payment based upon time worked in proportion to full time.
- Employees absent from duty on :
 - leave without pay
 - parental leave
 - seconded to external agency
 - other reasons

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments

- Corporation employees on contract as defined in Clause 3: PARTIES BOUND.
- People working under a contract for service eg. an agency
- Vacation (student) employees
- Employees of other organisations seconded in to the Corporation *

* Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.

APPENDIX C

WATER DISTRIBUTION CONTROL—12 HOUR SHIFT AGREEMENT

The local arrangement specified within this appendix is intended to be applied in conjunction with the Water Corporation

Pay and Allowances Agreement 1997 and the Water Corporation Conditions Agreement 1997. Where the terms of a this local arrangement are inconsistent with the terms of this Agreement, this appendix shall prevail to the extent of any such inconsistency.

GENERAL

1. Notwithstanding the provisions of the Water Corporation Enterprise Agreement—1997, the provisions of this Agreement shall apply to Water Distribution and Quality Branch employees engaged on Shift Work in the Water Distribution Control Centre working 12 hour shifts.

2. The Corporation in any part of its operations where it is usual to work shifts may work any employees on shifts, but before doing so shall give 48 hours notice to each employee concerned informing them of the intended starting and finishing times of ordinary working hours of the shifts.

3. The ordinary hours of the employee shall not exceed an average of thirty eight hours per week to be worked in shifts of 11.4 hours per day, exclusive of two meal breaks of thirty minutes and twenty minutes respectively and inclusive of a fifteen minute hand-over period, in accordance with a recognised shift roster cycle.

- (i). A shift employee in circumstances where the shift arrangement prevents the employee leaving the immediate work area for the duration of the meal break shall be paid an allowance for each meal break equal to the length of the break paid at the employees ordinary rate with any loading applicable to that shift.

4. Shifts may be rostered on any seven days of the week but no employee is to be rostered on duty for more than four consecutive days unless by mutual agreement between the employee and the Corporation.

5. Employees will not be rostered for duty until at least 10 hours have elapsed between each shift.

6. A shift starting at or after 6:00pm or before 6:00am shall be deemed a night shift, a shift starting at or after 6.00am and before 6.00pm shall be deemed a day shift.

7. The sequence of shifts shall not be deemed to be broken by a holiday or a rostered day off

8. Shift arrangements may be varied by agreement between the employees directly affected and the corporation. The relevant union shall be advised of any such variation

9. Shift workers are required to make their own arrangements to attend at least one scheduled Water Distribution Control Section Meeting, maximum duration 1.5 hours, each month.

For this attendance each shift employee will be allowed one days leave (11.4 hours) with pay in lieu per year. This day in lieu is to be taken in conjunction with Annual Leave.

SHIFT ALLOWANCES

10. A Water Distribution Control shift employee shall be paid as follows for each night and day shift worked on any day other than a Saturday, Sunday or Public Holiday—

Day Shift—five percent more than the ordinary rate

Night Shift—fifteen percent more than the ordinary rate

11. Where shift employees are not able to rotate day shift with night shift they shall in lieu of the loading prescribed in 9. above be paid 30% on the employee's ordinary rate for each night shift worked, but this provision shall not apply in cases where the employee works night shift for two weeks or less.

12. All work performed on a rostered shift when the major portion of that shift falls on a Saturday, Sunday or Public Holiday shall be paid as follows—

Saturday— at the rate of time and one half

Sunday— at the rate of double time

Public Holidays—at the rate of double time and one half

ANNUAL LEAVE

13. A shift employee who is rostered to work regularly on Sundays and Public Holidays will be allowed 38 hours leave in addition to their normal annual entitlement.

14. An employee engaged for part of the year as a seven day shift employee shall be entitled to have the period of annual leave increased by 0.7308 hours for each week continuously

so engaged, up to a maximum of 38 hours additional leave entitlement.

15. Employees shall take their leave in periods which assist the efficient operation of the twelve hour shift roster.

16. Shift workers when proceeding on annual leave shall be paid

- (a) shift and weekend penalties the employee would have received had the employee not proceeded on annual leave, or—
- (b) a loading equivalent to 20% of the normal pay rate whichever is the greater.

PUBLIC HOLIDAYS

17. When any of the days observed as a holiday falls on a day when a rostered shift employee is rostered on duty the employee shall be paid as per clause 11.

18. When any of the days observed as a holiday falls on a day when a rostered shift employee is rostered off duty and he/she has not been required to work on that day he/she shall be paid for the day, or if he/she agrees, be allowed one days leave with pay in lieu of the holiday at a time mutually acceptable to the Corporation and the employee

OVERTIME

19. The provisions of this clause apply only to continuous shift employees

- (a) Subject as hereinafter provided all time worked in excess of normal shift rostered hours shall be paid for at the rate of double time.
- (b) Provided that the supplementary overtime, other than on a Public Holiday, that an employee is required to work in a roster cycle to effect an efficient roster operation shall be paid at the rate of time and one half for the first 2 hours and at the rate of double time thereafter.

20. An employee required to work overtime without prior notification where the overtime extends beyond a 5 hour period since the last meal break shall be paid the appropriate rate set out in sub clause C3.2(H)(v) of the Water Corporation Enterprise Agreement—1997.

- (i) For the purposes of this clause “without prior notification” for employees not already at work shall mean less than 1.5 hours notification.

EMERGENCY RELIEF ROSTER

21. Shift employee's shall remain at work, up to a maximum of an additional 1.5 hours, to allow a relief to be arranged for an unexpected absence on the following shift. This extra time will be paid at the rate of double time.

22. An authorised emergency relief roster will be maintained by the Shift employee's to guarantee cover for any period of unplanned absence from the normal rostered shift. The relief roster may include other Water Distribution & Quality Branch staff competent to work shift, subject to their availability not adversely impacting their normal work.

23. When available on the roster, employees will be required to:

- (i) keep the current Water Distribution Control shift advised of their contact detail and
- (ii) if for some reason they become unavailable for a period, they must arrange for an alternative employee to be available to cover for that period.
- (iii) attend the Water Distribution Control Centre to work the relevant shift when advised of an unexpected absence

24. When on the relief roster the employee will be paid an allowance of \$1.30 per hour for the period they are available.

PAYMENT OF SALARY & LOADINGS

25. For permanent Shift Workers the payment of the various loadings and allowances will be annualised as a fixed percentage of the employees ordinary rate.

The percentage figure is calculated on the payments listed within this Agreement for day and night shift allowances, Saturday and Sunday allowances, Public Holiday allowances, allowance for staying at work site during meal break and Supplementary shift overtime and based on the standard shift cycle

adopted as part of this Agreement. It does not include the allowance for staffing the Emergency Relief Roster (as per Clause 24) which will be paid separately.

(Calculation sheet for the percentage allowance is attached)

This percentage figure is based on there being a shift rotation involving 4 shift positions, if the number of shift positions changes then this percentage will have to be recalculated based on the new number.

The annualised percentage loadings for the present shift cycle rotation are—

45.1 % —where the shift arrangement is such that the employee is able to leave the immediate work area for the duration of the meal break

52.0 % —where the shift arrangement prevents the employee leaving the immediate work area for the duration of the meal break.

This allowance will be paid every fortnight as a shift allowance separate from the employees ordinary pay rate.

Note: In order for this annual allowance to be implemented no public holiday (off) Day In Lieu will be able to be claimed.

26. Subject to (i) below, Overtime will be paid on an as worked basis.

- (i) Provided that the supplementary overtime, that an employee is required to regularly work in a roster cycle to effect an efficient roster operation is paid as part of the annualised allowance

27. For permanent shift workers the annualised allowance (as prescribed in Clause 25) shall be paid during periods of annual leave in lieu of the leave loading prescribed in the Water Corporation Enterprise Agreement 1997 (refer Clause 16) but will not be paid during any period of other leave.

RELIEVING OFFICER

28. An employee will be required to act as relief for planned leave taken by rostered shift workers.

29. The relieving officer when working on shift

- (i) Will not be required to work more than 4 consecutive 12 hr shifts in a row
- (ii) Will have at least a minimum 2 days break between shift groups
- (iii) Will not work on average more than 8 shifts a fortnight

30. When working on shift the relieving officer will be paid at their ordinary pay rate plus the annualised allowance rate, when not on shift they will be paid at their ordinary pay rate

31. When the relieving officer proceeds on annual leave the leave loading to be paid will be 20 %

REVIEW

32. This work arrangement is valid for the duration of the Bulk Water & Wastewater Local Agreement. Prior to the end of that period this arrangement will be reviewed. If found to be unworkable by either party it may be renegotiated or, if agreement cannot be reached, it will revert to the previous eight hour shift arrangement.

33. Meetings will be held between the parties 3 monthly, or as needed, to discuss the implementation of this work arrangement.

WATER CORPORATION CARNARVON BUSINESS UNIT LOCAL AGREEMENT 1998.

No. AG 193 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 193 of 1998.

Water Corporation Carnarvon Business Unit Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms S Ellery on behalf of The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch, Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, Mr G Sturman on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch and Mr J Murie on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering Electrical Division, WA Branch, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Carnarvon Business Unit Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Carnarvon Business Unit Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
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- CLAUSE 15 INCENTIVE DISTRIBUTION
- CLAUSE 16 SIGNATORIES
- APPENDIX 1 PERFORMANCE INDICATORS

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Carnarvon Business Unit during the operation of this Agreement and also applies to and binds the following organisations—

THE AUSTRALIAN WORKERS UNION,

(AWU)

CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA (INC) (CSA)
AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION OF WORKERS, WESTERN AUSTRALIAN BRANCH (AMWU)

COMMUNICATIONS, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION, POSTAL, PLUMBING AND ALLIED WORKERS UNION OF AUSTRALIA, ENGINEERING & ELECTRICAL DIVISION, WESTERN AUSTRALIAN BRANCH (CEPU)

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION, MISCELLANEOUS DIVISION, WA BRANCH (ALHMWU)

This Agreement will cover an estimated 15 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed this Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) it has the approval of the Local Area General Manager, and
- (b) the potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- (d) ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Carnarvon Business Unit Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

1) The Water Corporation’s Vision is to be recognised as an excellent customer oriented service organisation and a world class manager of water and wastewater services.

2) The Carnarvon Business Unit’s Mission is to—

To be a successful business providing quality water-related services to our customers.

3) Our Objectives are—

- To provide exceptional customer service
- To achieve superior commercial performance
- To deliver business development and growth
- To be an effective environmental manager
- To comply with statutory and regulatory requirements
- To maintain a safe and healthy work environment
- To retain motivated and skilled employees
- To manage within a clear framework of regional values

4) These objectives support the Water Corporation’s Key Result Areas of—

- Excellence in Customer Service
- Superior Financial Performance
- Business Development and Growth
- Effective Environmental Performance

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and shall be adopted by the Carnarvon Business Unit—

- External Focus
- Speed
- Flexibility
- Integration
- Innovation

The Carnarvon Business Unit is committed to the following values which define what is important and shape the way in which we will meet the challenges of a competitive environment—

- We are a professional team. We treat each other with trust and respect.
- We hold that every employee is entitled to a healthy, safe and satisfying work environment.
- We believe quality decisions are based on measurement and fact.
- We foster open communication through honest and fair dealings with our customers, suppliers and each other. We provide accurate and timely information through regular consultation and feedback.
- We recognise that we are all customers and suppliers to those with whom we work. We have a right to expect good work from others and an obligation to contribute quality work.
- We encourage initiative and support individuals in making decisions in their work area.
- We value each others efforts and skills and recognise the contribution each makes to the achievement of our business goals. Our future depends on fostering self-improvement through continued learning.
- We recognise and value the role families play in the general well being of our employees.
- We value our integrity and conduct our business in a manner that is socially and ethically responsible.

The above values support the Water Corporation’s values of—

- Satisfy our customers
- Respect people
- Always do better
- Act with integrity
- Respect the environment

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

1) The indicators, measures and targets outlined in Table 1 below prescribe how it is intended to evaluate the performance of this Agreement.

2) The first three indicators have been established to reflect progress against the Corporation’s Key Result Areas.

- Excellence in Customer Service—Customer Satisfaction
- Superior Financial Performance—Financial Performance
- Business Development & Growth—Business Development

3) The remaining indicators reflect on key support areas which significantly influence the overall performance of the business unit.

4) Appendix 1 of this Agreement prescribes guidelines on the selection, sourcing and calculation of the performance indicators.

5) In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Carnarvon Business Unit to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.

6) Strategies for achieving the performance measures and targets contained in this clause are prescribed in Clause 11—Strategies.

Table 1: Performance Indicators, Measures & Targets

| INDICATOR | MEASURE | CURRENT PERFORMANCE (Baseline) | YEAR 1 CAP | YEAR 1 TARGET | YEAR 1 THRESHOLD | WEIGHTING |
|-----------------------|---|--------------------------------|-------------|---------------|------------------|-----------|
| Customer Satisfaction | Customer Contact Surveys (%) | % | % | % | % | 20% |
| Financial Performance | Performance v Budget $\frac{\text{Expenditure}}{\text{Budget}} \times 100$ | | 99% | 100% | 100% | 20% |
| Business Development | Value of diversified revenue | n/a | \$50,000.00 | \$40,000.00 | \$30,000.00 | 20% |
| Safety Performance | Worksafe Audit (%) | 48.9% | 70% | 67% | 65% | 20% |
| Water Use Efficiency | System Water Loss | 30% | 20% | 22% | 25% | 20% |

CLAUSE 11—STRATEGIES

The following tables outline the strategies and activities the Carnarvon Business Unit will undertake to support the achievement of the performance measures and targets prescribed in Clause 10—Performance Measures and Targets.

Table 2—

| PERFORMANCE INDICATOR: Customer Satisfaction | | |
|--|--|--------------|
| Strategy | Actions / Milestones | Target Dates |
| Understand our customers | a. Influence the customer areas consulted quarterly b. Respond to quarterly customer survey results c. Review services and procedures and institute changes d. monitor improvements and changes | On-going |
| Improve delivery of service and products | a. Train and implement changes in systems and procedures b. Undertake pro-active promotion/information of services provided c. Manage activities of change and customer reactions | On-going |

Table 3—

| PERFORMANCE INDICATOR: Financial Performance | | |
|---|---|--|
| Strategy | Actions / Milestones | Target Dates |
| Develop best practice for operations and maintenance procedures | a. Up-grade operations and maintenance plans b. Develop resource plans/ delivery of plans | July 1998 |
| Review and improve the total cost per service | a. Review energy management b. Review overhead costs and apply economies c. Implement monthly managers review d. Audit/Access/Dispose asset base e. Dispose of unwanted assets to reduce unnecessary maintenance cost and reduce depreciation and cost of capital | August 1998 September 1998 September 1998 June 1999 |
| Revenue improvements | a. Reduce costs and overheads increasing surplus on revenue b. Monitor bad debts and institute recovery strategies c. Reduce outside costs and increase surplus ie power supply | September 1998 On-going June 1999 |

Table 4—

| PERFORMANCE INDICATOR: Business Development | | |
|---|---|---|
| Strategy | Actions / Milestones | Target Dates |
| Establish business development strategies | a. Develop business development plan b. Develop systems and skill base c. Train resources | August 1998 August 1998 On-going |
| Establish new business contacts | a. Consultancy / Project Management b. Operations and Maintenance contracts c. New products Water Conservation d. New association with Government bodies | July 1998 December 1998 March 1999 July 1999 |
| Create new business opportunities | a. Promote innovation b. Provide planning and infrastructure to the private sector c. Provide planning and infrastructure to the public sector | On-going On-going On-going |

Table 5—

| PERFORMANCE INDICATOR: Water Use Efficiency | | |
|---|---|--|
| Strategy | Actions / Milestones | Target Dates |
| Identify water loss causes | a. Investigate program to detect water loss b. Cost and analysis program c. Estimate cost/result analysis | September 1998 November 1998 February 1999 |
| Initiate water loss correction program | a. Gather data from program b. Analysis data from program c. Recommend and act on findings | March 1999 April 1999 May 1999 |

Table 6—

| PERFORMANCE INDICATOR: Safety Performance | | |
|---|---|--|
| Strategy | Actions / Milestones | Target Dates |
| Initiate Silver Safety rating process | Audit Report on audit Analysis of audit | May 1998 September 1998 September 1998 |
| Achieve Silver Safety rating | Act on recommendation of audit Training and amend systems Audit to achieve Silver Safety rating | December 1998 March 1999 May 1999 |

CLAUSE 12—LOCAL ARRANGEMENTS

1) The Parties to this Agreement undertake to explore work issues with a view to implementing mutually acceptable local arrangements during the life of this Agreement which enable the Carnarvon Business Unit to achieve its stated business objectives .

2) Each proposal will be treated on its merit in relation to the business case presented. Changes to local working arrangements will be under the provisions of the Water Corporation Conditions Agreement 1997 and should be designed to enhance service to customers, assist in achieving targets, and be consistent with business objectives, critical success factors and values.

CLAUSE 13—PERFORMANCE MONITORING

1) The Carnarvon Business Unit shall monitor its performance against the targets established in Clause 10—Performance Measures and Targets, of this Agreement. It will also monitor the progress of the strategies and actions set down in Clause 11—Strategies.

2) Performance shall be calculated using the measurement criteria and information sources established for the indicators in Clause 10—Performance Measures and Targets.

3) A responsible officer(s), designated by the Manager, Carnarvon Business Unit, shall ensure that performance data is collected and reported as required. Performance results shall be distributed to members of the workplace team on a regular basis (at least quarterly).

4) Employees of the Carnarvon Business Unit and the relevant unions shall have access to this Agreement and any documents relating to performance monitoring.

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure prescribed in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure.

CLAUSE 15—INCENTIVE DISTRIBUTION

1) Clause 3.11—Lump Sum and Incentive Payments, of the Water Corporation Conditions Agreement 1997, describes the performance linked incentive scheme available to Corporation employees for the 1998/99 and 1999/2000 financial years.

2) The incentive payment awarded to the Carnarvon Business Unit is to be distributed equally among the employees of the Carnarvon Business Unit in proportion to the amount of ordinary time worked during the term of this Agreement.

3) The following guidelines will apply to employee entitlement to incentive payments—

- a) Employees engaged full time during the full term of this Agreement are entitled to a full share of the incentive payment earned.
- b) Employees engaged part time will be paid in proportion to service over the term of this Agreement.

- c) Employees who start or finish during the term of this Agreement to be paid in proportion to their service.
- d) Employees absent from duty on leave without pay, parental leave or secondment to external agency, to have the period of absence deducted from service over the term of this Agreement. Service will only be deducted when the period of absence is continuous and in excess of 3 months.
- e) Categories not entitled to incentive payments—
 - Corporation employees on contract as defined in Clause 3—Parties Bound, of the Agreement.
 - Persons working under a contract for service (eg. an agency)
 - Vacational (student) employees
 - Employees of other organisations seconded into the Corporation.

CLAUSE 16—SIGNATORIES

Signed for and on behalf of the Water Corporation
 ..Signed.....

Acting Chief Executive Officer
 Dated: 22/7/98

General Secretary, Civil Service Association of Western Australia Incorporated.

..Signed..... *Common Seal*
 Dated: 23/7/98

Signed for and on behalf of the Australian Workers Union.

..Signed.....
 Dated: 24/7/98

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch.

...Signed..... *Common Seal*
 Dated: 16/9/98

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch.

.....Signed..... *Common Seal*
 Dated: 17/9/98

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union (Miscellaneous Workers WA Branch).

...Signed..... *Common Seal*
 Dated: 24/7/98

APPENDIX 1—PERFORMANCE INDICATORS

The following guidelines will apply to the calculation of the Business Units' Local Agreement performance indicators—

a) Customer Satisfaction

Measured by using customer contact surveys conducted quarterly by the Carnarvon Business Unit. The baseline for this Agreement will be established from the May 1998 survey results for the Midwest Region.

The target for this Agreement shall be calculated in accordance with the following agreed formula for the Customer Service Division—

- The threshold will be the baseline score as at May 98
- The target will be baseline plus 7% (if baseline is ≤60)
baseline plus 6% (if baseline is 61 to 70)
baseline plus 5% (if baseline is 71 to 80)
baseline plus 3% (if baseline is 81 to 90)
baseline plus 1% (if baseline is > 90)
- The cap will be baseline plus 8% (if baseline is ≤60)
baseline plus 7% (if baseline is 61 to 70)
baseline plus 6% (if baseline is 71 to 80)
baseline plus 4% (if baseline is 81 to 90)
baseline plus 1% (if baseline is > 90)

Performance shall be measured by the percentage above the baseline as at May 1999, based on the sum of positive responses and determined by an aggregate of the questions appropriate to the Unit's "areas of influence".

b) Financial Performance

Measure is defined as "the total of operating, support and reimbursement expenditure, less reimbursement revenue, compared to the corresponding approved budget". Baseline performance is derived from Likely-End-Of-Year (LEOY) outturn for 1997/98. The General Ledger will be used for sourcing performance data and the regional Contribution Statement for calculating performance.

Excluded from this measure are the following—

- new initiatives
- the effect of a material accounting changes on the measured amounts imposed on the region and not allowed for in the approved budget (eg. a change in accounting capitalisation rules whereby more expenses are charged to operational and not to capital)
- costs attributed to significant abnormal or unforeseen major incidents of an operational nature (eg. failure of a major asset)
- expenditure on power and alarm lines

All exclusions are to be determined at the end of the period of the Agreement, based on the documented evidence and agreed by the General Manager.

c) Business Development

To be measured by the level of income generated (actual or accrued) from diversified business over the 1998/99 financial year. Diversified business income for the purpose of this indicator relates to income derived by the Business Unit from activities which include, but are not limited to, the following: operations & maintenance contracts for "other" schemes, external consultancy, special agreements (eg. effluent reuse), property and facilities leasing (eg. rents and hire), miscellaneous revenue.

d) Environmental Performance

Water use efficiency measures the efficient use of water consumed as a percentage of total water produced from the Carnarvon borefield (refers to scheme water only and excludes water taken from Basin A). Includes both potable (drinking) and non-potable (irrigation) water. The data sources used are (i) Grange management information reports and (ii) water production figures maintained in local manual system.

e) Safety Performance

The WorkSafe Plan tool will be used as a comprehensive approach to assessing the Unit's Occupational Safety and Health management system. It will be used to assess the region's Occupational Safety and Health performance in five key elements. The Unit has targeted the "Silver Certificate of Achievement" for a satisfactory performance, which requires a rating of between 60% to 84% in all key elements. Baseline established from August 1997 Worksafe Audit.

An independent Worksafe Audit to be conducted in May 1999 will assess the Region's level of compliance/performance.

—————

**WATER CORPORATION COMMERCIAL DIVISION
LOCAL AGREEMENT 1998.
No. AG 216 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia
Incorporated.

No. AG 216 of 1998.

Water Corporation Commercial Division Local Agreement
1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Commercial Division
Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

—————

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Commercial Division Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

| | |
|-------------|----------------------------------|
| CLAUSE 1 | TITLE |
| CLAUSE 2 | ARRANGEMENT |
| CLAUSE 3 | PARTIES BOUND |
| CLAUSE 4 | PRECEDENCE OVER AGREEMENTS |
| CLAUSE 5 | TERM OF AGREEMENT |
| CLAUSE 6 | NO FURTHER CLAIMS |
| CLAUSE 7 | DEFINITIONS |
| CLAUSE 8 | MISSION AND OBJECTIVES |
| CLAUSE 9 | CRITICAL SUCCESS FACTORS |
| CLAUSE 10 | PERFORMANCE MEASURES AND TARGETS |
| CLAUSE 11 | STRATEGIES |
| CLAUSE 12 | PERFORMANCE MONITORING |
| CLAUSE 13 | DISPUTE RESOLUTION PROCEDURE |
| CLAUSE 14 | INCENTIVE DISTRIBUTION |
| CLAUSE 15 | SIGNATORIES |
| APPENDIX A: | LOCAL AREA RESULTS REPORT |
| APPENDIX B | |

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or

become parties to common law contracts) who are attached to the Corporation's Commercial Division during the operation of this Agreement and also applies to and binds the following organisations—

Civil Service Association of Western Australia (Inc) (csa)

This Agreement will cover an estimated 10 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from 1 July 1998 until 30 June 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“Agreement” means the Water Corporation Commercial Division Local Agreement 1998.

“Corporation” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Division mission is to—

“Recognise and exploit the best commercial opportunities, driving the Water Corporation in its development of profitable, long term business”.

Our Division Objectives are to —

- Improve the commercial performance of the Corporation in its entirety
- Maximise the value to shareholders
- Grow the business
- Actively pursue leading edge technology
- Ensure commercial awareness and cultural change is instilled throughout the organisation
- Protect and ensure the future of the Corporation
- Retain and motivate good people.

Our work is directly supportive of the Key Result Areas of Business Development and Growth and Superior Financial Performance.

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- *External focus*
- *Speed*
- *Flexibility*
- *Integration*
- *Innovation.*

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are—

- *Satisfy our customers*
- *Respect People*
- *Always do better*
- *Act with integrity*
- *Respect the environment*

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Commercial Division to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed. Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11: Strategies.

| Performance Areas | Key Measures | Past Performance | Threshold | Target | Cap |
|---|---|--|---------------------|---------------------|---------------------|
| New Business | \$ Other sales and services Corporate Target | \$ 50 million | \$ 50 million | \$ 57 million | \$ 58 million |
| New Business • Outside Western Australia | “Sales funnel” score (EOI = 10, Tender = 40, Win = 100) | 270 | 270 | 500 | 600 |
| Investment Reviews | Number OR \$ Reviewed | 60 / \$410 million | 63 / \$ 430 million | 66 / \$ 451 million | 69 / \$ 473 million |
| Corporate Projects | Completion of specific corporate projects | <ul style="list-style-type: none"> • Woodman Point Delivery Options • Marsden & Jacobs Review • Hurdle Rate I • Hourly Charge Out Rates • Ord Stage II Positioning Evaluation | 4 projects | 6 projects | 8 projects |

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10.

Performance Area Strategies

- New Business**
 - Establish formal framework of divisional business development representatives to improve co-ordination and strategy formulation
 - Clearly define the role and actions of each individual in achieving the target
 - Develop standard modules for input into proposals (e.g.: CVs, capability statements etc.)
 - Develop promotional materials
- Investment Reviews**
 - Review the marketing strategy
 - Participate in CIP review
 - Review and modify internal practices in light of review
- Corporate Projects**
 - Develop a more interactive approach within the group to key projects

CLAUSE 12—PERFORMANCE MONITORING

Performance will be monitored monthly and distributed to all employees as part of the Divisional reporting pack. All employees will contribute to data collection as required. Employees shall have access to a copy of the Agreement and any documents relating to performance monitoring. The sections of the Divisional reporting pack specific to the Agreement, shall be forwarded to all unions party to the Agreement.

A pro forma for reporting results at the conclusion of this Agreement is included in Appendix A.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6.

CLAUSE 14—INCENTIVE DISTRIBUTION

Employees are entitled to a share of an incentive payment according to Clause 3.11 LUMP SUM AND INCENTIVE PAYMENTS of the Water Corporation Conditions Agreement, 1997. The incentive payment shall be distributed equally to employees covered by this Agreement as a flat dollar share, in proportion to ordinary hours worked during the year. A proportion of the incentive payment shall be distributed for employees engaged part time or who start and finish during the term of the Agreement, according to the guidelines contained in Appendix B.

CLAUSE 15—SIGNATORIES

Signed for and on behalf of the Water Corporation.

.....signed.....

Acting Chief Executive Officer

Dated: 22/7/98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

.....signed.....

Common Seal

General Secretary

Dated: 23/7/98

APPENDIX A—LOCAL AREA RESULTS REPORT

| | Local Performance Measures | | | | Corporate Performance Measures | | | |
|--|----------------------------|---------------------------|---------------------------|--------------------|----------------------------------|--------------------|------------------|-------------|
| | New Business Growth | New Business (outside WA) | Investment Reviews | Corporate Projects | Customer Excellence | Financial Perform. | Business Develop | Environment |
| Cap | \$58 million | 600 | 69 / \$473 million | 8 projects | | | | |
| Year One Target | \$57 million | 500 | 66 / \$451 million | 6 projects | | | | |
| Threshold | \$50 million | 270 | 63 / \$430 million | 4 projects | | | | |
| Past Performance | \$ 50 million | 270 | 60 / \$410 million | 5 projects | | | | |
| Year One Performance | | | | | | | | |
| Achievement | | | | | | | | |
| Weighting | 25% | 25% | 25% | 25% | | | | |
| TOTAL Achievement | | | | | | | | |
| Total Score for Local Area = | | | | | Total Incentive for Local Area = | | | |
| Maximum Local Area Incentive = | | | | | | | | |
| <i>Local Area Component of Incentive Payment</i> = | | | | | | | | |

APPENDIX B

GUIDELINES FOR THE PAYMENT OF PERFORMANCE INCENTIVE PAYMENTS PRESCRIBED UNDER THE CORPORATION ENTERPRISE AGREEMENT 1997.

These Guidelines apply equally to all Corporation Employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

PERFORMANCE LINKED INCENTIVE PAYMENTS

The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for the 12 month period ending 30 June 1999.

The annual incentive payment comprises two components, one for the achievement of Corporate performance targets and the other for the achievement of local area targets.

Entitlement to the payments may be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

Entitlement

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share of the incentive payment based upon time worked in proportion to full time.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share of

the incentive payment based upon time worked in proportion to full time.

- Employees absent from duty on—
 - leave without pay
 - parental leave
 - seconded to external agency
 - other reasons

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments

- Corporation employees on contract as defined in Clause 3: PARTIES BOUND.
- People working under a contract for service eg. an agency
- Vacation (student) employees
- Employees of other organisations seconded in to the Corporation *

* *Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.*

**WATER CORPORATION CONSTRUCTION
BRANCH LOCAL AGREEMENT 1998.
No. AG 189 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Australian Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous Workers Division, Western
Australian Branch and Others.

No. AG 189 of 1998.

Water Corporation Construction Branch Local Agreement
1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms S Ellery on behalf of The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch, Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, Mr G Sturman on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Construction Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,

[L.S.]

Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Construction Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 LOCAL ARRANGEMENTS
- CLAUSE 13 PERFORMANCE MONITORING
- CLAUSE 14 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 15 INCENTIVE DISTRIBUTION
- CLAUSE 16 SIGNATORIES

CLAUSE 3—PARTIES BOUND

This Agreement is an agreement made under Part VI B of the Workplace Relations Act 1996 in respect of—

- the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch; and

This Agreement is an agreement made under Section 41 of the Industrial Relations Act 1979 in respect of—

- the Civil Service Association of Western Australia (Inc); and
- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch; and
- the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch for classifications prescribed in Clause 1.3—Parties Bound of the Water Corporation Pay and Allowances Agreement 1997.

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Construction Branch during the operation of this Agreement and also applies to and binds the following organisations—

- AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION, MISCELLANEOUS DIVISION, WA BRANCH (ALHMWU)
- CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA (INC) (CSA)
- AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION OF WORKERS, WESTERN AUSTRALIAN BRANCH (AMWU)

This Agreement will cover an estimated 94 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered / certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

The term of this Agreement shall operate for 1 year, commencing on July 1, 1998 until June 30, 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Construction Branch Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**Branch Consultative Committee**” is a Representative Group of employee elected employees who together with the Branch Manager and the Union Official meet to progress the strategies. It consists of the Consultative Committee as defined in the Construction Branch OSH manual at the time of ratification of this Agreement together with additional employee representatives where required to progress particular issues.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Branch Mission is to—

Be a commercially competitive organisation completing total quality construction contracts which exceed our customers’ expectations while utilising safe work practices.

Our Branch Objectives are to—

- Be our customers first choice for civil construction services.
- Be recognised as a progressive and innovative group.
- Provide quality assets which enhance the Water Corporations business performance.

(Key Result Areas Supported by these objectives—
Customer Service, Business Development, Superior Financial Performance.

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are—

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us, as a local area group contributing to the total organisation and these factors and values are central to the Branch’s objectives in how it goes about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Construction Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this Clause are prescribed in Clause 11. Strategies.

| Performance Areas | Key Measures | Past Performance | Threshold | Target Year 1 | Cap | Long Term Target | Weighting |
|----------------------------------|--|---|----------------|------------------------------|-------------------------------|---------------------------|-----------|
| 1.) Business Development | Revenue per Employee | 1997/98 Out-turn | 1998/99 Budget | 1998/99 Budget plus \$5,000 | 1998/99 Budget plus \$8,000 | 1997/98 Out-turn plus 20% | 25 |
| 2.) Financial Management | Gross Profit Margin \$. | 1997/98 Out-turn | 1998/99 Budget | 1998/99 Budget plus \$50,000 | 1998/99 Budget plus \$100,000 | 10% of Revenue | 25 |
| 3.) Customer Service | Project performance on at least 75% of completed projects. | 85% customer survey by project questions rated “Good or Excellent”. | 75% | 80% | 85% | 90% | 25 |
| 4.) Work Processes and Practices | Work Safe Plan Audit Results - Average overall score | Audit Results of 35.4% | 55% | 60% | 65% | 75% | 25 |

Note: Customer Service past performance result is from a 29% return of surveys of completed projects, the proposed measure (threshold, target and cap) requires a survey return of 75% of completed projects.

10.1 Performance Measures—Definitions

Revenue per Employee

Revenue is the income of the Branch during the measurement period from both internal and external sources.

The number of employees is the average number of employees including Contract of Service employees over the measurement period. This will equate to FTE’s shown in HURMIS plus any other staff who worked full time for the Branch during the period. (eg Graduates on loan from Infill Sewerage)

The “revenue” is as reported in the Engineering & Contracts Division monthly Business Performance Report (C-Pack).

Gross Profit Margin

Gross profit margin is the revenue as defined above less direct expenses including Branch overheads.

The “gross profit” is as reported in the Engineering & Contracts Division monthly Business Performance Report (C-Pack).

Customer Service Project Performance

This is the performance of the Branch as measured by Project Managers on the Construction Branch Customer

Satisfaction Questionnaire. The measure is: For those criteria judged critical or important by the respondent, the percentage for which the performance was good or excellent. The Branch must measure at least 75% of projects completed or extending beyond 4 months duration during the measurement period.

Worksafe Plan Audit Results

This is the average of the scores for the 5 elements of the Worksafe Plan, namely—

- management commitment
- policy plans and procedures
- consultation
- hazard identification, risk assessment and control
- training

Provided all elements have a score, equal to or greater than 50%.

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10.

Strategy 1. Business Development**Aim—**

Increase the gross annual revenue of the branch above the approved budget by \$5,000 per FTE employed in the branch.

Actions—

- Move the Branch from a role of subcontractor to main contractor on projects with significant mechanical and electrical content or other major subcontract works beyond the capacity of Construction Branch direct labour.
- Increase Branch annual project capability through flexible gang arrangements which enable Branch employees to supervise a larger number of gangs consisting of a lesser proportion of Construction Branch labour. The training and higher duties will be monitored and reviewed through the Branch Consultative Committee on a project by project basis.
- Influence Water Corporation Project Managers to award contracts to Construction Branch through appropriate marketing strategies
- Identify potential markets in the resource sector, land development and major road works projects and implement appropriate marketing strategies for these markets.

Timeframe for Implementation—

- The Branch has tendered for Beenyp WWTP as the main contractor. If the tender is successful this project will occupy a significant proportion of the Branch's labour for much of the period of this Local Agreement.
- Identify and tender on similar projects both within and outside the Water Corporation on an ongoing basis.
- Identify and train additional employees as supervisors by December 1998. Negotiate flexible acting arrangements through the Branch Consultative Committee by December 1998. Implement arrangements as contracts permit and employees are developed.

Strategy 2. Financial Management**Aim—**

To achieve a business gross profit margin of \$50,000 above the agreed budget gross contribution during the term of this Local Agreement.

Actions—

- Improve financial management of individual contracts.
- Reduce costs such as private plant hire which are related to project duration, by the use of project based incentives for early project completion.
- Reduce cost of consumable items on projects eg. gloves, handcleaner, helmets, minor tools etc. without compromising the legitimate use of such items.
- Minimise overheads by continual review of support structure and costs.
- Ensure most cost effective means of carrying out all work through the correct mix of direct labour and contracted services.

Timeframe for Implementation

Following due consideration and agreement by the Branch Consultative Committee,

- Introduce standard estimating and costing processes to all projects by January 1999.
- Ensure SAP supports Branch estimating and costing requirements by November 1998.
- Trial project based incentives on at least one project by September 1998. Develop processes for introducing to all appropriate projects by December 1998.
- Carry out a detail review of the provision of road restoration and grano work on projects by October 1998. Implement on projects where shown to be cost efficiencies.
- Identify other areas to review, identify and implement cost saving measures throughout the period of this agreement.

Strategy 3 Customer Service**Aim—**

Improve customer satisfaction to the highest possible level in order to maximise preferred supplier work.

Actions

- Carry out a customer survey at the completion of all projects or at intervals of four months on long term projects.
- Ensure customers' critical expectations are understood and communicated at project start up to all those involved in the project.
- Assess surveys in the context of other project success factors such as profit and determine specific and general remedial or other action required to improve customer satisfaction.

Timeframe for Implementation

- Follow up client Project Managers to increase return of surveys to 80% by September 1998.
- Ensure project start up meetings with Project Engineer, Supervisors, and all employees and support staff involved on the project occur on 100% of projects by August 1998, and that Customer Requirements is a standard item on the agenda..
- Include customer feedback as a standing agenda item on Toolbox, Project, Branch Lead Team, QMS Management Review and Branch Consultative Committee meetings with action oriented minutes and close out of actions. By December 1998.

Strategy 4 Work Processes and Practices**Aim**

To achieve an average of 60% over all elements of the Worksafe Plan in an audit of the Branch in June 1999.

Actions—

- Improve project planning for OSH.
- Implement already agreed strategy to address audit shortcomings and monitor progress and revise strategy as appropriate.

Timeframe for Implementation—

- Ensure project start up meetings with Project Engineer, Supervisors, and all employees and support staff involved on the project occur on 100% of projects by August 1998, and that planning for project safety is a standard item on the agenda.
- Conduct regular audits of all relevant projects against their project specific OSH Plans by November 1998.
- Develop and introduce improved processes for hazard identification and control by March 1999.
- Develop and introduce improved processes for injury management and rehabilitation by March 1999.
- Undertake formal Worksafe Plan audit in August 1998, informal audit in March 1999 and formal audit in June 1999.
- Review the existing strategy following the audit in August 1998 and produce a revised strategy by November 1998. Address key issues identified in informal audit by April 1999.

CLAUSE 12—LOCAL ARRANGEMENTS

For the purpose of this agreement the following variations apply to the Water Corporation Conditions Agreement 1997 and Water Corporation Pay and Allowances Agreement 1997.

1. Hours (Nine Day Fortnight)

This clause shall normally apply to work performed outside the Metropolitan area; provided that where the parties agree this clause shall apply to work within the Metropolitan area.

Subject to taking into account the interests of the customer, the business and the employee, the ordinary hours of work shall be 76 hours per fortnight worked over 9 days, Monday to Friday. In such cases—

- (a) Ordinary hours shall be 8.5 hours on 8 days with 1 day of 8 hours.
- (b) Employees shall be granted 1 Rostered Day Off each fortnight.

- (c) Employees shall be credited with time in lieu at single time if required to work during normal hours on a Rostered Day Off.
- (d) Accrued time is to be taken at a time mutually agreed between the employee and the Corporation; provided where an employee's accrued Rostered Days Off exceed 5 days the Corporation may, with a minimum of 2 weeks notice, direct the employee to clear no less than 5 days.
- (e) Credits for Rostered Days Off may be paid at single time where mutually agreed between the employee and the Corporation; provided that payment can only apply where it is requested within 6 months of the credit accruing.
- (f) Employees are entitled to 1 day in lieu if a Public Holiday falls on a Rostered Day Off.

Provided that the 9 day fortnight shall continue to operate unless, as a result of changed circumstances it is agreed by the parties, or determined by the relevant industrial relations tribunal, that it is no longer in the best interests of the customer or the business or the employees.

2. Employees Paid in Accordance with Clause 2.2—Rates of Pay Tables (B), (C) and (D) of the Water Corporation Pay and Allowances Agreement 1997—

- (i) An employee required by the Corporation to carry out the duties and responsibilities of a higher level job ranked at WIW Level 3 or C 10 and above shall be paid the higher rate for the whole day or shift during which such duties and skills are being exercised. Provided that an employee so engaged for less than 2 hours shall be paid for the time actually worked.
- (ii) These arrangements shall apply where an individual is covering a position vacant as a result of such things as sickness, annual leave, long service leave, special leave, vacant because the normal occupant is in another position on acting duty arrangements or a position is temporarily created on a specific project basis.
- (iii) Where a position that is vacant and is required to be covered by an employee that will receive a higher rate than their permanent classification rate for an extended period of time greater than 3 months, the arrangement is to be reviewed by the Branch Consultative Committee every 3 months and shall not extend beyond 6 months without the agreement of that committee.
- (iv) An employee who proceeds on annual leave shall be paid at the rate the employee has received for the greatest portion of the calendar month prior to taking the leave.
- (v) An employee who has been employed in one or more positions each of which carries a higher rate than the employee's permanent classification rate for a continuous period of 12 months ending not earlier than 2 weeks before the day on which the employee commences long service leave or is paid pro rata long service leave in accordance with Clause 2.4 of the Water Corporation Conditions Agreement 1997, the rate which the employee has received for the greatest portion of that 12 month period shall be the rate at which the long service leave is paid.

CLAUSE 13—PERFORMANCE MONITORING

All performance data will be calculated based on the same information sources and formula as the baseline data. Detailed working papers will be retained to substantiate all reporting.

Where applicable employees of the local area will be individually responsible for collecting and reporting performance in accordance with the processes developed and agreed to by the Branch Consultative Committee during the year.

The balanced "Local Area Results Report" will be updated within ten days of the close of each quarter and posted on area notice boards and site office notice boards.

All parties to this Agreement shall have access to a copy of this Agreement and any document(s) relating to performance monitoring.

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6. Dispute Resolution Procedure.

CLAUSE 15—INCENTIVE DISTRIBUTION

The incentive payment available to employees under the provision of Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997 and awarded to this Local Area is to be distributed equally among employees party to this Agreement in proportion to Ordinary Hours worked as defined in the Water Corporation Conditions Agreement 1997 during the term of this Agreement.

Entitlements—

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local agreement shall be entitled to a share based on ordinary hours worked in proportion to full time ordinary hours.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share based on ordinary hours worked proportional to full time ordinary hours for the term of the Agreement.
- Employees absent from duty on
 - leave without pay
 - parental leave
 - secondment to an external agency
 - other reasons

shall have the period of absence deducted from service over the time of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of three months.

Categories not entitled to incentive payments—

- Corporation people on contract as defined in Clause 3 Parties Bound.
- People working under a contract for service, eg. an agency.
- Vocational (student) employees.
- Employees of other organisations seconded into the Corporation.

CLAUSE 16—SIGNATORIES

Signed for and on behalf of the Water Corporation.

...Signed.....

Acting Chief Executive Officer

Dated: 22/7/98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

...Signed..... **Common Seal**

General Secretary

Dated: 23/7/98

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union (Miscellaneous Workers WA Branch).

...Signed..... **Common Seal**

Dated: 24/7/98

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch.

...Signed..... **Common Seal**

Dated: 16/9/98

**WATER CORPORATION CONTRACTS AND LAND
MANAGEMENT SERVICES BRANCH LOCAL
AGREEMENT 1998.**

No. AG 213 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia
Incorporated.

No. AG 213 of 1998.

Water Corporation Contracts and Land Management
Services Branch Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Contracts and Land Management Services Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Contracts and Land Management Services Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

| | |
|-----------|----------------------------------|
| CLAUSE 1 | TITLE |
| CLAUSE 2 | ARRANGEMENT |
| CLAUSE 3 | PARTIES BOUND |
| CLAUSE 4 | PRECEDENCE OVER AGREEMENTS |
| CLAUSE 5 | TERM OF AGREEMENT |
| CLAUSE 6 | NO FURTHER CLAIMS |
| CLAUSE 7 | DEFINITIONS |
| CLAUSE 8 | MISSION AND OBJECTIVES |
| CLAUSE 9 | CRITICAL SUCCESS FACTORS |
| CLAUSE 10 | PERFORMANCE MEASURES AND TARGETS |
| CLAUSE 11 | STRATEGIES |
| CLAUSE 12 | LOCAL ARRANGEMENTS |
| CLAUSE 13 | PERFORMANCE MONITORING |
| CLAUSE 14 | DISPUTE RESOLUTION PROCEDURE |
| CLAUSE 15 | INCENTIVE DISTRIBUTION |
| CLAUSE 16 | SIGNATORIES |

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Contracts and Land Management Branch during the operation of this Agreement and also applies to and binds the following organisation—

Civil Service Association of Western Australia (Inc)
(CSA)

This Agreement will cover an estimated 30 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered / certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from July 1, 1998 until June 30, 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“Agreement” means the Water Corporation Contracts and Land Management Services Branch Local Agreement 1998.

“Corporation” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Branch Mission is to—

Provide professional consultancy services, quality systems and commercial expertise in the Procurement, Contracts and Property Disciplines, by exceeding our customers expectations while minimising the Corporation's Business risk.

Our Branch Objectives are to —

- respond to customers' requirements within agreed time frames;
- maximise and protect the interests and assets of the Corporation;
- support the Corporation's vision to continually develop our relationships with contractors and suppliers;
- continually review and refine processes to ensure maximum efficiency;
- manage commercial properties efficiently to achieve maximum return; and
- ensure the Corporation uses quality products which will help reduce inventory costs, standardise products, provide value for money and streamline the purchasing process.

(Key Result Areas Supported: Customer Service, Business Development and Superior Financial Performance).

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are—

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity

- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment. They are also important to us as a Local Area contributing to the total organisation.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Contracts and Land Management Services Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this Clause are prescribed in Clause 11, Strategies.

| Performance Areas | Key Measures | Past Performance | Threshold | Target | Cap | L/Term Target | Weighting |
|---|---|---|-----------|----------|----------|-------------------------------------|-----------|
| 1.) Commercial Performance (Procurement) | Implementation of Period Supply Contracts | 5 renewed Period Supply Contracts awarded by Procurement section in 12 months | 8 | 16 | 20 | All identifiable items on Contracts | 25 |
| 2.) Work Processes (Contract Development & Review) | Improve the Turnaround Times for Commercial Vets to within 3 working days and Award Administration to within 4.5 working days | Commercial Vets - 29 % Award Administration - 77% Average - 53% | Ave 70 % | Ave 80 % | Ave 85 % | Ave 90 % | 25 |
| 3.) Customer Satisfaction (Land & Property) | Improvement in meeting Turnaround Times for issue of instructions to solicitors from time required action confirmed | Turnaround Time within 5 working days - 60% of actionable items. | 65% | 70% | 80% | 85% | 10 |
| 4.) Business Development Process Management (Contract Management) | Complete Contract Audits of Outsourced, Supply and Strategic Contracts | 9 contracts audited in 1997 calendar year | 19 | 22 | 24 | | 25 |
| 5.) Commercial Performance (Branch Financial) | Expenditure as a % of approved budget for non-CSUs | 99.33% of budget in 96/97 financial year | 100% | 99% | 98% | 97% | 15 |

CLAUSE 11—STRATEGIES

The Branch is committed to the following strategies for improving its performance in those areas in which current performance is below the agreed target levels.

Strategy 1. Commercial Performance (Procurement)

Aim—

All identified items to be on Period Supply Contracts.

Actions—

- To streamline the Supply Contract Tender Process by reviewing current procedures and developing new procedures where necessary.
- Supply Officers to identify and allocate all associated IINs under a common Tender Group.
- Update Technical Specifications to comply with the latest Australian and AWAQAN standards.

Timeframe for implementation—

- Review processes to streamline the Supply Contract Tender Process by the 1st August 1998.
- To have current tender groups identified by 1st August 1998 and the associated IINs to be monitored on an ongoing basis.
- Update Technical Specifications on an ongoing basis in anticipation of Period Supply Contracts being implemented.

Strategy 2. Work Processes (Contract Development & Review)

Aim—

Improve turnaround times for Commercial Vets and Award Administration undertaken.

Actions—

- Review system to ensure files are promptly registered and passed on to Manager for allocation.
- Where practicable Manager will ensure that Commercial Vets are undertaken by the same Contract Consultant who initially prepared the tender documents.
- Access database to be utilised by Manager to improve monitoring of workload.
- Significant delays to be promptly referred to Manager to enable workload to be re-prioritised or re-allocated to alternative Contracts Consultant.

- Develop and implement use of standard letters, memos, forms etc. by section.

Timeframe for implementation—

- Access database to be used in the monitoring of performance will be fully functional by the 31st July 1998.
- Standard format of letters, memos, forms etc. to be reviewed and in use by 31st July 1998.

Strategy 3. Customer Satisfaction (Land and Property)

Aim—

Increase customer satisfaction by improving turnaround times for legal documentation.

Actions—

Draft work procedures for inclusion in a Work Scheduling System.

Timeframe for implementation—

Work Scheduling System to be implemented by 31st July 1998, a spreadsheet will be used in the interim until Work Scheduling System is operational.

Strategy 4. Business Development/Process Management (Contract Management)

Aim—

Increase number of audits undertaken and completed on time.

Actions—

- Forward planning and identification of audits to be undertaken.
- Identification of resources to monitor audits.
- Standardise the methodology and common procedures to conduct audits for the introduction of templates.
- Templates to be written for specific audits
- Staff training in the methodology and procedure of auditing.

Timeframe for implementation—

- Identification of resources to monitor audits to be finalised by 1st August 1998.
- Standardisation of methodology and procedures by 1st September 1998.
- Templates to be written by 1st September 1998.

- Staff training and continuous improvement sessions on an ongoing basis.

Strategy 5. Commercial Performance (Branch Financial)

Aim—

Section managers of non-CSUs to effectively and efficiently manage and operate their areas below agreed section budgets.

Actions—

- Implement Variance Reporting tool to identify and highlight areas which vary significantly from the budget.
- To provide timely and accurate expenditure reports to the respective Section Managers.
- Service Level Agreements to be established with respective Contract Managers prior to requesting work to be carried out on their behalf.

Timeframe for implementation—

- Variance Reporting Tool implemented by 31st August 1998.
- Expenditure reports to be distributed to the Section Managers 2 working days after the close of General Ledger.

CLAUSE 12—LOCAL ARRANGEMENTS

In accordance with the Water Corporation Conditions Agreement 1997.

CLAUSE 13—PERFORMANCE MONITORING

Performance against the targets set out in Clause 10 shall be reviewed quarterly by the Local Agreement Reference Group. Reports on performance against targets will be provided by the Contracts and Land Management Reference Group.

All performance data will be calculated based on the same information sources and formulas as the baseline data. Detailed working papers will be retained to substantiate all reporting. All parties to this Agreement shall have access to a copy of this Agreement and any document(s) relating to performance monitoring.

Where applicable, employees of the local area will be individually responsible for collecting and reporting performance in accordance with the process developed and agreed to by the Local Area Reference Group during the year.

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6 Dispute Resolution Procedure.

CLAUSE 15—INCENTIVE DISTRIBUTION

The incentive payment available to employees under the provisions of Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997 and awarded to this Local Area is to be distributed equally between employees party to this Agreement in proportion to Ordinary Hours, as defined in the Water Corporation Conditions Agreement 1997, worked during the term of this Agreement.

Entitled employees to incentive payments—

- Employees engaged full-time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share based on ordinary hours worked proportional to full time ordinary hours.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share based on ordinary hours worked proportional to full time ordinary hours for the term of the Agreement.
- Employees absent from duty on—
 - leave without pay
 - parental leave
 - seconded to external agency
 - other reason

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments—

- Corporation employees on contract as defined in Clause 3 Parties Bound.
- People working under a contract for service, eg an agency.
- Vacational (student) employees.
- Employees of other organisations seconded into the Corporation.

CLAUSE 16—SIGNATORIES

Signed for and on behalf of the Water Corporation.

.....Signed.....

Acting Chief Executive Officer

Dated: 22/7/98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

.....Signed..... *Common Seal*

General Secretary

Dated: 23/7/98

WATER CORPORATION CORPORATE AFFAIRS BRANCH LOCAL AGREEMENT 1998.

No. AG 197 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia Incorporated.

No. AG 197 of 1998.

Water Corporation Corporate Affairs Branch Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Corporate Affairs Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,

Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Corporate Affairs Branch Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS

CLAUSE 10 PERFORMANCE MEASURES AND TARGETS

CLAUSE 11 STRATEGIES

CLAUSE 12 PERFORMANCE MONITORING

CLAUSE 13 DISPUTE RESOLUTION PROCEDURE

CLAUSE 14 INCENTIVE DISTRIBUTION

CLAUSE 15 SIGNATORIES

APPENDIX A: LOCAL AREA RESULTS REPORT

APPENDIX B:

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Corporate Affairs Branch during the operation of this Agreement and also applies to and binds the following organisations—

CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA (INC) (CSA)

This Agreement will cover an estimated 6 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from 1 July 1998 until 30 June 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Corporate Affairs Branch Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Branch mission is to provide high quality communication services to our customers.

Our Branch objectives are to—

- gain recognition for the corporation as an excellent, customer-oriented service organisation
- promote the Corporation's image as a world-class manager of water and wastewater services
- gain recognition and acceptance of the Corporation's need to operate commercially
- have the Corporation recognised as a member of the Western Australian business community
- promote the Corporation's image as an environmentally-conscious organisation
- ensure staff communications are informative, timely and relevant and contribute to high morale within the Corporation

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation.

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment.

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Corporate Affairs Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed. Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11: Strategies.

| Performance Areas | Key Measures | Threshold | Target | Cap | Weighting |
|---|-------------------------------------|-----------|--------|-------|-----------|
| Financial | Cost of providing Branch's services | 100% | 98.5% | 97.5% | 25% |
| Core Business - Internal Customer Satisfaction Survey | Bi-annual survey | 78.88% | 81% | 83% | 25% |
| Core Business - Increase number of Waterwise Schools | Number Of Schools | 5 | 10 | 12 | 25% |
| Core Business - Increase favourable media coverage | Monitor media clippings monthly | 25 | 50 | 55 | 25% |

Categories not entitled to incentive payments

- Corporation employees on contract as defined in Clause 3: PARTIES BOUND.
- People working under a contract for service eg. an agency
- Vacation (student) employees
- Employees of other organisations seconded in to the Corporation *

* *Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.*

**WATER CORPORATION CORPORATE
INFORMATION SUPPORT BRANCH LOCAL
AGREEMENT 1998.**

No. AG 198 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Civil Service Association of Western Australia
Incorporated.

No. AG 198 of 1998.

Water Corporation Corporate Information Support Branch
Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Corporate Information Support Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,

[L.S.] Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Corporate Information Support Branch Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

| | |
|-----------|----------------------------------|
| CLAUSE 1 | TITLE |
| CLAUSE 2 | ARRANGEMENT |
| CLAUSE 3 | PARTIES BOUND |
| CLAUSE 4 | PRECEDENCE OVER AGREEMENTS |
| CLAUSE 5 | TERM OF AGREEMENT |
| CLAUSE 6 | NO FURTHER CLAIMS |
| CLAUSE 7 | DEFINITIONS |
| CLAUSE 8 | MISSION AND OBJECTIVES |
| CLAUSE 9 | CRITICAL SUCCESS FACTORS |
| CLAUSE 10 | PERFORMANCE MEASURES AND TARGETS |
| CLAUSE 11 | STRATEGIES |

| | |
|------------|--------------------------------------|
| CLAUSE 12 | PERFORMANCE MONITORING |
| CLAUSE 13 | DISPUTE RESOLUTION PROCEDURE |
| CLAUSE 14 | INCENTIVE DISTRIBUTION |
| CLAUSE 15 | SIGNATORIES |
| APPENDIX A | GUIDELINES ON INCENTIVE DISTRIBUTION |
| APPENDIX B | LOCAL AREA RESULTS REPORT |

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Corporate Information Support Branch during the operation of this Agreement and also applies to and binds the following organisations—

Civil Service Association of Western Australia (Inc) (CSA)

This Agreement will cover an estimated 23 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed the Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) It has the approval of the Local Area General Manager, and
- (b) The potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) Agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- (d) Ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“Agreement” means the Water Corporation Corporate Information Support Branch Local Agreement 1998.

“Corporation” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“GECITS” means General Electric Capital Information Technology Solutions.

“CISB” means Corporate Information Support Branch.

“ISU” means Internal Service Unit

“IT” means Information Technology

“CWP” means the Capital Works Program.

“SOE” means standard operating environment.

“SAP” means Systems and Applications Products.

“WaterNet” means Water Corporation Intranet

“GE” means General Electric also known as GECITS see above definition

“CIMS” means Corporate Information Management Strategy

“ISS” means Information Support Services

“Priority One Enquiries” includes correspondence prepared by employees in response to enquiries (either written or verbal) from the Minister, the Managing Director, the Chairman and the Board Directors, the State Ombudsman and Office of Water Regulation and information prepared in response to Briefing Note requests, Parliamentary Questions and Cabinet Comment Sheets.

“Priority Two Enquiries” are actions required by the Managing Director or General Manager which do not fit into the Priority One category eg (Board papers, responses in the General Manager’s name).

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation’s Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Branch Mission is to—

Contribute to the achievement of the Water Corporation’s strategic business objectives by ensuring the provision of high quality information support to both the corporation and its customers.

Our Branch Objectives are to —

- Satisfy the needs of our customers & stakeholders.
- Strive for excellence.
- Work to further strengthen our partnerships with external service providers.

- Encourage & foster teamwork throughout the branch
(*Key Result Area Supported by these objectives: Superior Financial Performance*)

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are—

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

| Performance Areas | Key Measures | Frequency | Past Performance | Thres-hold | Target | Cap | Weight-ing |
|--|--|--|--|------------|--------|--------|------------|
| 1. Customer Satisfaction | GECITS Customer Satisfaction Survey | Survey is issued quarterly. Final result will be average of whole year. | 2 nd quarter 1997/98 78% | 70% | 80% | 85% | 18% |
| 2. Library & Records Service Performance | Library customer satisfaction survey – percentage of ratings “Very Satisfied”. (Average of rating areas taken) | Average over year. Quarterly surveys. | June 1997 survey result: 39% “Very Satisfied” (note that 88% were “satisfied” and above) | 39% | 42% | 45% | 18% |
| 3. Budget Management | CISB Operational Budget – (For budget lines specified in baseline data). Not ISU budget. | Monitored monthly. Average over year. | Result for the 1996/1997 Financial year was 98.5% | 100% | 99% | 98% | 18% |
| 4. ISU Management | ISU Financial Management ((Revenue - Cost)/Cost)x 100 | Monitored monthly, average over year | February 1998 result 1.4 % | +/- 5% | +/- 2% | +/- 1% | 18% |
| 5. Program Management | Information Technology Program Budget | Progress measured incrementally each month. Final result at end of year. | Result for 1996/97 financial year was 101% (based on CWP 9/7/97) | 105% | 100% | 95% | 18% |
| 6. Customer Response | Response to Priority One & Two Enquiries, % responded to on time. | Continuous, review every 3 months. Average taken at end of year. | 1997/98 Year to date CISB has 93% on time response to priority one and two enquiries. Numbers are around 30 per year | 90% | 95% | 100% | 10% |

In the event of a change of circumstances which is likely to have a significant negative or positive impact on the ability of the Corporate Information Support Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/ or target should be changed or deleted and whether the relative weightings should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11 – Strategies.

CLAUSE 11—STRATEGIES

The Local Area is committed to the following strategies for achieving performance targets. The following strategies support the Performance Measures and Targets prescribed in Clause 10 – Performance Measures and Targets.

Strategy 1.—Customer Satisfaction

Aim: Maintain customer satisfaction survey results of 80% satisfaction during a year when significant changes to the IT environment are taking place, including SOE rollout and SAP implementation.

Description of the change/s to be implemented.

- Implement pro-active communications process between CISB, GECITS and customers.
- Introduce process for recording & dealing with customer issues & feedback between surveys.
- Introduce account management strategy for key customers.

Major steps in introducing change.

- Work with GECITS to devise a new process for proactive communications. The resulting process will advise customers of the status of requests submitted to CISB or GE. Key processes will be agreed and will include those related to equipment requests, software requests, and project initiation activities.
- Identify method by which customer issues can be tracked on an ongoing basis between surveys. Implement process to resolve issues raised in a timely fashion.
- Define account management process as part of Client Services role.

Timeframe for implementation

- Pro-active communications process to be implemented by 30 September 1998
- Ongoing issues monitoring to be implemented by 31 October 1998

- Account Management to be in place for key customers by 31 October 1998

Strategy 2.—Library and Records Service Performance

Aim: Improve library survey results for “Very Satisfied” category from 39% to 45%. (Note: satisfaction rate for June 97 was 88% including “satisfied” and “very satisfied”)

Description of the change/s to be implemented.

- Implement a program of Customer Service training for library staff
- Implement a program of Library Technology training for library staff
- Improve accuracy and ease of access to library catalog.

Major steps in introducing change.

- Staff Training—identify courses/training materials and schedule the training program.
- Library catalog accuracy & access—
- Perform stocktake
- Determine if catalog can be made available on the WaterNet, and implement if so.

Timeframe for implementation

- Staff training program *plan* complete and in place by 31 July 1998 Stocktake complete by 31 August 1998
- Feasibility of putting Catalog on Waternet determine by 31 August 1998
- Plan for implementation of catalog on Waternet, if feasible, by 30 September 1998
- Implementation of catalog on Waternet, if feasible, by planned date.

Strategy 3.—Budget Management

Aim: Actively manage the CISB spending to be 2% below budget on agreed budget lines.

Description of the change/s to be implemented.

- Introduce process to manage unbudgeted expenditure
- Set targets for major cost drivers for the branch

Major steps in introducing change.

- Identify historical sources of unbudgeted expenditure, and develop required process.
- Identify major cost drivers and explore opportunities for reducing expenditure for those drivers. Then set reduced targets for those key areas of expenditure, and put in place required action plan.

Timeframe for implementation

- Unbudgeted expenditure process in place by 31 July 1998.
- Process to identify opportunities to reduce expenditure implemented by 31 August 1998.

Strategy 4.—Internal Service Unit Management

Aim: To anticipate and manage changes to the Water Corporation demand for ISU services so that the IT revenue is within 2% of cost (budget).

Description of the change/s to be implemented.

- Improve forecasting of cost trends
- Set targets for major cost drivers for the ISU budget

Major steps in introducing change.

- Examine historical cost trends, and major planned system implementations, and incorporate this in the process for forecasting.
- Identify major cost drivers and explore opportunities for reducing expenditure for those drivers. Then set reduced targets for those key areas of expenditure, and put in place required action plan.

Timeframe for implementation

- Forecasting process documented & in place by 31 July 1998.
- Process to identify opportunities to reduce expenditure implemented by 31 August 1998.

Strategy 5.—Program Management

Aim: To improve key IT planning and management processes so as to deliver the agreed IT Program on budget.

Description of the change/s to be implemented.

- Improve/streamline justification of projects, therefore improving planning according to business justification and increasing efficiency in producing business cases.
- Build a better working relationship with IT Project Managers & improve their skills. This will facilitate effective project management.
- Increase the Water Corporation understanding of Water Corporation data, processes and systems. This will facilitate both well planned individual projects, and a well constructed IT Plan (CIMS). The result will be a more stable IT Program with better defined projects with a reduced risk of overrun.

Major steps in introducing change.

- Implement a Business Case Standard & Guideline for use by CISB and IT Project Managers.
- Develop a guidance pack for new Project Managers which covers recommended Project Management training, and an overview relevant processes for CISB Business Services, Information Projects and Information Services (ISS Contract).
- Implement Corporate Metadata project.

Timeframe for implementation

- Business Case standard in place by 31 August 1998
- Project Manager guidance pack created by 30 September 1998
- Corporate Metadata feasibility study complete by 31 December 1998
- Corporate Metadata implemented & available by 31 May 1999

Strategy 6.—Customer Response

Aim: To ensure we can reliably respond to Priority One/Two enquiries within required timeframe.

Description of the change/s to be implemented.

- Put a monitoring system in place within CISB for Priority One/Two enquiries
- Implement standards & content requirements, and CISB process for response.

Major steps in introducing change.

- Put a monitoring system in place for Priority One/Two enquiries
- Develop standards for response, including layout and content requirements, and a branch process for response.

Timeframe for implementation

- Monitoring system in place by 31 July 1998.
- Standard & process in place by 31 July 1998

CLAUSE 12—PERFORMANCE MONITORING

All performance data will be calculated using the same information sources and methodology as per the baseline data. The background data will be retained to substantiate the calculations.

The frequency of each measure is also stated in the supporting baseline information. The lowest frequency is quarterly.

Responsibility for collecting and reporting performance on the various measures will be performed by or delegated by the following members of the local area—

- GE Customer Satisfaction Survey: Manager, Information Services
- Library Customer Satisfaction Survey: Information Resource Co-ordinator
- CISB Operational Budget: Manager, Business Services
- ISU Financial Management: Manager, Information Services
- IT Program Budget: Manager Information Projects
- Response to priority one & two enquiries: CISB Branch Manager

The CISB Business Administrator will keep a list of who is currently responsible for each measure.

The Local Area Results Report attached at Appendix B will be updated by the CISB Business Administrator within 10 days of the close of each month and will be made available to all members of the local area.

The supporting data for each month will be collected and filed by the CISB Business Administrator each month.

A copy of the Agreement and all documentation regarding performance shall be made available to employees and union parties.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6 Dispute Resolution Procedure.

CLAUSE 14—INCENTIVE PAYMENTS & DISTRIBUTION

- (A) The total Water Corporation Incentive Pool is determined by the methodology prescribed in Clause 3.11 Lump Sum and Incentives Payments of the Water Corporation Conditions Agreement 1997.
- (B) Employees share of the Incentive Pool provided for in paragraph A) is subject to the achievement of targets prescribed in Clause 10 Performance Measures and Targets and Clause 11 Strategies, of this Agreement.
- (C) The incentive payments will be distributed so that each member of staff is allocated the same amount after the marginal tax rate appropriate to their Water Corporation salary is taken into account. Incentive payments cannot be distributed in advance of the final calculations for each financial year. The guidelines attached at Appendix A will be applied where employees are engaged part time or who start and finish during the term of the Agreement.

CLAUSE 15—SIGNATORIES

.....signed.....
 Acting Chief Executive Officer, Water Corporation
 Dated: 22/7/98
signed..... *Common Seal*
 General Secretary
 Civil Service Association of Western Australia
 Incorporated.
 Dated: 23/7/98

APPENDIX A

GUIDELINES FOR THE PAYMENT OF PERFORMANCE INCENTIVE PAYMENTS PRESCRIBED UNDER THE CORPORATION CONDITIONS AGREEMENT 1997

These Guidelines apply equally to all Corporation Employees and are intended to ensure that entitlement to incentive payments are fair and equitable.

Application of these Guidelines is not mandatory, as Local Agreements may provide for different arrangements for entitlements to the incentive payments.

PERFORMANCE LINKED INCENTIVE PAYMENTS

The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for two 12 month periods ending 30 June 1999 and 30 June 2000.

Each annual incentive payment comprises two components, one for the achievement of Corporate Targets and the other for the achievement of local area targets.

Entitlement to these payments may be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

ENTITLEMENT

- Employee engaged full-time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees who start or finish during the term of a Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees absent from duty on—
 - leave without pay
 - parental leave
 - seconded to external agency

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments—

- Corporation employees on contract as defined in Clause 3 Parties Bound.
- People working under a contract for service, e.g. an agency.
- Vacational (student) employees
- Employees of other organisations seconded into the Corporation. *

* Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.

Local Area Results Report

| Local Performance Measures | | | | | | | Corporate Performance Measures | | | |
|---|--------------------------|-------------------------------|------------------------|--------------------|-----------------|---------------------------------|--------------------------------|--------------------|------------------|-------------|
| | GE Customer Satisfaction | Library Customer Satisfaction | CISB Budget Management | ISU Financial Mgmt | IT Program Mgmt | Response to Priority ½ Requests | Customer Excellence | Financial Perform. | Business Develop | Environment |
| Long Term Target | | | | | | | | | | |
| Cap | 85% | 45% | 98% | +/-1% | 95% | 100% | | | | |
| Year One Target | 80% | 42% | 99% | +/-2% | 100% | 95% | | | | |
| Threshold | 70% | 39% | 100% | +/-5% | 105% | 90% | | | | |
| Past Performance | 78% | 39% | 98.5% | 1.4% | 101% | 93% | | | | |
| Year One Performance | | | | | | | | | | |
| Achievement | | | | | | | | | | |
| Weighting | 18% | 18% | 18% | 18% | 18% | 10% | | | | |
| TOTAL Achievement | | | | | | | | | | |
| Total Score for Local Area: = | | | | | | | [] | | | |
| Maximum Local Area Incentive = | | | | | | | [] | | | |
| Local Area Component of Incentive Payment: = | | | | | | | [] | | | |
| Total Incentive for Local Area = | | | | | | | [] | | | |

**WATER CORPORATION CUSTOMER CENTRE
CUSTOMER SERVICES DIVISION LOCAL
AGREEMENT 1998.
No. AG 210 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

Water Corporation
and

The Civil Service Association of Western Australia
Incorporated.

No. AG 210 of 1998.

Water Corporation Customer Centre Customer Services
Division Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Customer Centre Customer Services Division Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water (Customer Centre, Customer Services Division) Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 LOCAL ARRANGEMENTS
- CLAUSE 13 PERFORMANCE MONITORING
- CLAUSE 14 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 15 INCENTIVE DISTRIBUTION
- CLAUSE 16 SIGNATORIES
- APPENDIX A BUSINESS DEVELOPMENT INDEX FOR CUSTOMER CENTRE
- APPENDIX B CALCULATION OF LOADINGS FOR 12 HOUR SHIFT—CALL CENTRE

CLAUSE 3—PARTIES BOUND

This Agreement is an agreement made under Section 41 of the Industrial Relations Act 1979 in respect of—

- the Civil Service Association of Western Australia Incorporated, and

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's (Customer Centre, Customer Services Division) during the operation of this Agreement and also applies to and binds the following organisations—

CIVIL SERVICE ASSOCIATION OF WESTERN
AUSTRALIA INCORPORATED

(CSA)

This Agreement will cover an estimated 200 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from 1 July 1998 until 30 June 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation (Customer Centre, Customer Services Division) Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

The Customer Centre's Vision is to be recognised internally and externally as a world class Customer Centre, projecting the Corporation into the community and business market as an excellent service provider.

The Customer Centre's Purpose Statement is *to provide the key point of contact and resolution for customers with the Corporation, and to contribute to the Corporation's profitability and sustained growth by the effective management of retail customer sales, billing and payment services.*

The Customer Centre's Objectives are to—

- Achieve World Class operation status
- Key driver of cultural change and customer focus
- Adopt Best Practice approach
- Promote business growth and profitability
- Integrate and utilise new technology to achieve process improvement and competitive advantage
- Achieve preferred employer status

Key Result Areas Supported by these objectives: Excellence in Customer Service, Business Development and Growth, Superior Financial Performance and the Key Support Areas of People and Information

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

| Performance Areas | Key Measures | Past Performance | Threshold | Target | Cap | Weight |
|-----------------------------------|---|---|-------------------------------|-------------------------------------|-------------------------------------|--------|
| 1. CUSTOMER SERVICE | Percentage above baseline to be determined by Customer Contact Survey conducted in May 1998 by Market Equity, and every 3 months thereafter. | Current performance – Survey of Customer Contacts in May 1998 | Baseline score as at May 1998 | Baseline + X% (See Note 1(a) below) | Baseline + Y% (See Note 1(b) below) | 20% |
| 2. FINANCIAL | Performance against Operating and Support Budget | Baseline (budget) to be finalised | 100% | 100% | 99% | 20% |
| 3. FINANCIAL | Percentage decrease in over counter payments. | Current performance = 69% (to be confirmed) | 1% reduction | 2% reduction | 3% reduction | 10% |
| 4. BUSINESS DEVELOPMENT | Business Development Index: A 5 step weighted process whereby the more effort expended in developing new business, the higher score achieved. The highest weighting is attributed to the generation of revenue. All parts of the index will be audited. | Nil | 70 points on index | 100 points on index | 110 points on index | 20% |
| 5. QUALITY MANAGEMENT SYSTEM | Internal Certification to AS/NZS/ISO 9002 for Account Services, Collections & Call Centre Services. | Nil | By 30/6/99 | By 31/3/99 | By 31/12/98 | 20% |
| 6. OCCUPATIONAL HEALTH AND SAFETY | Achievement in safety management measured against the WorkSafe model | | 60% by 30/6/99 | 65% by 30/6/99 | 70% by 30/6/99 | 10% |

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Customer Centre, Customer Services Division to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11, *Strategies*

Notes on Performance Measures—

1. Customer Service

(a) Target:

- Baseline plus 7% (if baseline is ≤ 60)
- Baseline plus 6% (if baseline is 61 to 70)
- Baseline plus 5% (if baseline is 71 to 80)
- Baseline plus 3% (if baseline is 81 to 90)
- Baseline plus 1% (if baseline is > 90)

(b) Cap:

- Baseline plus 8% (if baseline is ≤ 60)
- Baseline plus 7% (if baseline is 61 to 70)
- Baseline plus 6% (if baseline is 71 to 80)
- Baseline plus 4% (if baseline is 81 to 90)
- Baseline plus 1% (if baseline is > 90)

2. Financial: (Performance against operating budget)

Included in this measure is—

- The net effect of any new (non-regulated) revenue

Excluded from this measure are—

- Initiatives, cost of accounting practices imposed on the region and not allowed for in the approved budget (ie outside the control of the Centre)
- Costs attributed to significant abnormal or unforeseen major incidents of an operational nature, such as failure of a major asset
- Expenditure on power and alarm lines

All exclusions are to be determined at the end of the period of the Agreement, based on the documented evidence and agreed by the General Manager

1. Business Development: please see attached explanation of the Business Development Index in Appendix A.

2. Quality Management: Because the Customer Centre has been established to provide a statewide single point of contact for Water Corporation customers it is essential that the Centre quickly establishes a management system that ensures the

consistent delivery of agreed levels of service. Certification to AS/NZS/ISO 9002 will demonstrate to customers and stakeholders that required management systems have been effectively implemented. Progress towards certification will be measured quarterly by auditing system development and implementation against an implementation plan.

3. Occupational Health and Safety: Because the Customer Centre is a newly established organisational unit, there is a need to ensure that a safe system of work is put into place quickly and effectively. Working towards, and achieving a (65%) standard against all elements of the WorkSafe model by June 1999 is a challenging and valuable target to set. Progress will be measured by auditing quarterly achievement against a Safety Management Plan and an approved Safety Auditor will conduct a final external audit.

CLAUSE 11—STRATEGIES

The following strategies support the *Performance Measures and Targets* prescribed in Clause 10.

Performance Area 1 CUSTOMER SERVICE

This strategy takes into consideration one of the findings of the August 1997 Customer Contact Survey Report, which finds that our performance in advising customers of follow-up action to their enquiry and the estimated response time (where follow-up is necessary) is unsatisfactory. This strategy aims to address this apparent shortfall.

The strategy requires 3 parts—

1. Develop list of processes and prioritise.
2. Commencing with highest priority processes, develop service agreements with the appropriate internal or external workgroups that clarify the actions involved in the follow-up and the time taken to complete the process.
3. Place each service agreement on Waternet.

Examples of processes where service level agreements are required—

- Pensioner/Senior applications process
- Building application process
- Refunds process
- Water connection process
- Consumption Queries
- Change of payment options
- Change of rating process

Note: This strategy will be coordinated by Systems Management, in conjunction with external Service Level Agreements currently being developed.

Performance Area 2 FINANCIAL

Strategy 1.

Aim—

Reduce support costs. Seek early benefits from Grange to offset the need for increased resources when taking on country functions.

Actions—

Identify process changes and resource implications.

Reallocate resources to cater for increased volume of country.

Timeframe—

July—Dec 1998.

Strategy 2

Aim—

Increase non-regulated revenue.

Actions—

Take on work for external agencies—calls, billing etc.

Pursue opportunities outlined in the Customer Centre market plan.

Timeframe—

July 1998—June 1999.

Performance Area 3 FINANCIAL

Strategy 1.

Aim—

To assist in decreasing over counter payments, and to enhance the Corporation's image as a highly focussed customer service organisation, taking on board the latest facilities for customers to use in managing their finances.

Actions—

- Provide business case for the commercial, financial and promotional implications involved in taking this step.
- Provide suggested actions to ensure smooth integration of this payment method into the current payment options.
- Adopt recommended actions to encourage customers to use this method as their preferred payment option.

Timeframe—

First action is currently in progress. Other actions will intensify in the May to August period, and then be ongoing until market reaction can be gauged.

Performance Area 4. BUSINESS DEVELOPMENT

Strategy 1.

Aim—

To maintain and grow current business (new customers and extension of core products), and to develop commercial opportunities in new markets.

Actions—

- Implement Strategic Marketing Plan 1998/2000.
- Review and update Strategic Marketing Plan.

Timeframe—

Strategic Marketing Plan 1998/2000 to be implemented throughout the 3 year time frame. Review to occur before December 1998.

Performance Area 5. QUALITY MANAGEMENT SYSTEM

Strategy 1.

Aim—

Develop and implement a Quality Management System certificated to AS/NZS/ISO 9002

Actions—

- Establish scope of QMS with the Customer Centre Management Team (Certificate of Registration) prior to July 1998.
- Determine extent of documentation required
- Develop agreed QMS implementation schedule
- Endorse QMS Policy and Policy Manual (Customer Centre Management Team)

- Provide all staff with initial QMS awareness training
- Involve Managers/Team Leaders/Staff in writing procedures/work instructions
- Confirm documentation compliance with requirements of Corporate Policies, Standards & Guidelines
- Implement procedures/work instructions (inform/train staff)
- Confirm compliance with procedures/work instructions (internal audit)
- Confirm documentation compliance with requirements of AS/NZS/ISO 9002 (3rd party desktop audit) or 2nd party internal audit
- Confirm QMS operation compliance with requirements of AS/NZS/ISO 9002 (3rd party system audit) or 2nd party internal audit

Timeframe for implementation;

Endorsement of scope of QMS—April 1998

Endorsement of QMS Policy and Policy Manual—September 1998

Completion of Initial QMS awareness training—October 1998

Endorsement and implementation of QMS Procedures & W/Instructions—Aug 98 to May 1999

Initiate programme of internal audits—October 1998

Review QMS implementation/effectiveness (Management Team)—Sept 98 onward (2 monthly)

Conduct desktop audit—To be determined

Conduct system certification audit—To be determined

Performance Area 6. Occupational Safety and Health

Strategy 1.

Aim—

Develop and implement an Occupational Safety and Health Management System

Actions—

- Develop OSH Management Plan
- Consult with key stakeholders in development and implementation
- Allocate responsibilities and accountabilities of OSH Management plan to line managers
- Regularly measure progress (which includes informal audit)

Timeframe for implementation—

- Final OSH Management Plan endorsed by July 1998
- Quarterly assessment of progress against timeline in September 1998
- Informal audit by December 1998
- 3rd Quarter assessment of progress against timeline in March 1999
- Final audit by May 1999 conducted by an approved external auditor.

CLAUSE 12—LOCAL ARRANGEMENTS

An agreement has been reached with Call Centre shift employees as defined in paragraph 1.1 of this subclause to implement the following local arrangement.

1. SHIFT ARRANGEMENTS

- 1.1 For the purpose of this clause "shift employee" shall mean an employee who is regularly rostered to work on Saturdays, Sundays and public holidays as ordinary working days.
- 1.2 For the purpose of this clause "ordinary rate" shall mean the employee's ordinary rate of pay as prescribed in Clause 2.2 Rates of Pay in the Water Corporation Pay and Allowances Agreement 1997.
- 1.3 This clause shall apply only to shift employees in the Call Centre working 12 hour shifts.
- 1.4 The ordinary hours of the employee shall not exceed an average of thirty eight hours per week to be worked in shifts of 11.417 hours per day, exclusive of two meal breaks of thirty minutes and twenty minutes

respectively and inclusive of a fifteen minute handover period, in accordance with a recognised shift roster cycle.

A shift employee in circumstances where the shift arrangement prevents the employee leaving the immediate work area for the duration of the meal break shall be paid at the employee's ordinary rate with any loading applicable to that shift for each such meal break.

- 1.5 Shifts may be rostered on any seven days of the week but no employee is to be rostered on duty for more than four consecutive days unless by mutual agreement between the employee and the Corporation.
- 1.6 Employees shall not be rostered for duty until at least 10 hours have elapsed between each shift.
- 1.7 A shift starting at or after 6.00pm or before 6.00am shall be deemed a night shift. A shift starting at or after 6.00am and before 6.00pm shall be deemed a day shift.
- 1.8 The sequence of shifts shall not be deemed to be broken by public holiday or a rostered day off.
- 1.9 Shift arrangements may be varied by agreement between the employees directly affected and the Corporation. The relevant union shall be advised of any such variation.

2. SHIFT ALLOWANCES

- 2.1 A Call Centre shift employee shall be paid as follows for each rostered night and day shift worked on any day other than a Saturday, Sunday or Public Holiday—
 - Day Shift – five percent more than the ordinary rate
 - Night Shift – fifteen percent more than the ordinary rate
- 2.2 All work performed on a rostered shift when the major portion of that shift falls on a Saturday, Sunday or Public Holiday shall be paid as follows in lieu of the shift penalties prescribed in paragraph 2.1 of this subclause—
 - Saturday—at the rate of time and one half of the ordinary rate
 - Sunday—at the rate of double the ordinary rate
 - Public Holidays—at the rate of two and one half times the ordinary rate with the exception of Christmas Day and Labour Day which is paid at the rate of double time plus 7.6 hours ordinary time.

3. ANNUAL LEAVE

- 3.1 A shift employee shall be allowed 38 hours leave in addition to their normal entitlement in respect of each 12 month period so rostered.
- 3.2 An employee engaged for part of a year as a shift employee shall be entitled to have the period of annual leave increased by 0.7308 hours for each week continuously so engaged, up to a maximum of 38 hours additional leave entitlement.
- 3.3 Employees shall take their leave in periods which assist the efficient operation of the twelve hour shift roster.

4. PUBLIC HOLIDAYS

- 4.1 Subject to paragraph 7.5 when any of the days observed as a holiday falls on a day when a shift employee is not rostered to work any shift commencing on that day and the employee has not been required to work on that day the employee shall be paid for the day, or if the employee agrees, be allowed one day's leave with pay in lieu of the holiday at a time mutually acceptable to the Corporation and the employee.

5. OVERTIME

- 5.1 The provisions of this subclause shall apply only to shift employees in the Call Centre.
 - (i) Subject as hereinafter provided all time worked in excess of normal shift rostered hours shall be paid for at double the ordinary rate.

- (ii) The supplementary overtime, other than on a Public Holiday, that an employee is required to work in a roster cycle to effect an efficient roster operation shall be paid at the rate of one and one half times the ordinary rate for the first two hours and at the rate of double the ordinary rate thereafter.

- (iii) Any hours paid at overtime rates in accordance with paragraph (i) shall not be subject to loading for day or night shifts or the annualised loading.

6. EMERGENCY RELIEF

- 6.1 Shift employees shall remain at work, up to a maximum of an additional 1.5 hours, to allow relief to be arranged for an unexpected absence on the following shift. This extra time shall be paid at the rate of double the ordinary rate.
- 6.2 Subject to paragraph 1.5 shift employees shall maintain a roll-down roster to provide relief for unexpected absences.

7. PAYMENT OF SALARY & LOADINGS

- 7.1 For employees continuously engaged on shift work the payment of the various loadings and allowances shall be annualised as a fixed percentage of the employee's ordinary rate.
- 7.2 The percentage is calculated on the payments listed within this agreement for day and night shift allowances, Saturday and Sunday allowances, Public Holiday allowances, allowance for staying at work site during meal breaks and supplementary shift overtime and based on the standard shift cycle adopted as part of this agreement.
- 7.3 The annualised loading is 46.20 % in accordance with the calculation in Appendix B.
- 7.4 The annualised loading shall be paid fortnightly.
- 7.5 No days in lieu will be available to a shift employee in receipt of an annualised loading who is rostered off on a public holiday.
- 7.6 Employees in receipt of the annualised loading shall receive the annualised loading during periods of annual leave in lieu of the shift and weekend penalties and loading prescribed in Clause 2.2 Annual Leave of the Water Corporation Conditions Agreement 1997.
- 7.7 Payment of the annualised loading is subject to the shift employee rotating through all positions on the roster.

8. SHIFT RELIEF

- 8.1 A relief officer when working as a shift employee
 - (i) shall not be required to work more than 4 consecutive 12 hour shifts on successive days
 - (ii) shall have a minimum of 48 hours break between shift groups
 - (iii) shall not work on average more than 8 shifts a fortnight.
- 8.2 When working on shift relief a relief officer shall be paid at their ordinary rate plus the annualised loading. When not on shift a relief officer shall be paid at their ordinary rate.
- 8.3 Subject to paragraph 3.2, when a relief officer proceeds on annual leave the leave loading shall be paid in accordance with paragraph 7.7 of this agreement for the period of annual leave accrued on shift relief.

8. REVIEW OF ARRANGEMENTS

- 9.1 The Corporation will review the operation of these arrangements after 3 months and consider any proposed changes to these arrangements.

CLAUSE 13—PERFORMANCE MONITORING

All performance data will be calculated based on the same information sources and formula as the baseline data. Detailed working papers will be retained to substantiate monthly reporting.

Members of the local area will be individually responsible for collecting and reporting performance in accordance with

the schedule posted by the Local Agreement Reference Group during the year.

The Local Area Results Report will be updated within 10 days of the close of each month and distributed to all members on the local agreement. A copy will be posted on each section's notice board.

Employees and Union shall have access to a copy of this agreement and any documents relating to Performance Monitoring.

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6, Dispute Resolution Procedure.

CLAUSE 15—INCENTIVE DISTRIBUTION

The incentive payments, available to employees under the provisions of Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997, shall be distributed to Customer Centre employees covered by this Agreement on the basis of an equal share to each employee in accordance with the following—

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part-time during the full term of the Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees who start or finish employment during the term of a Local Agreement shall be entitled to a share based on time worked proportional to full time.

APPENDIX A BUSINESS DEVELOPMENT INDEX

| Year | Ave Net Revenue Per Instance \$K | Introductory Meetings | Formal Proposals | Bus Cases Accepted |
|---------------------------|-------------------------------------|--------------------------|---------------------|-----------------------|
| | | 1 | 2.5 | 15 |
| (Instances per year) | | | | |
| 98/99 | 100 | 12 | 6 | 3 |
| 99/00 | 125 | 18 | 9 | 5 |
| 00/01 | 150 | 24 | 12 | 7 |
| (Imputed revenue Indices) | | | | |
| 98/99 | | 1200 | 1500 | 4500 |
| 99/00 | | 2250 | 2812.5 | 9375 |
| 00/01 | | 3600 | 4500 | 15750 |

| | | |
|---------------------|---|-----|
| Current performance | = | 0 |
| Target (first year) | = | 100 |
| Cap(first year) | = | 110 |
| Target (2nd year) | = | 251 |
| Target | = | 559 |
| (3rd year) | = | 559 |

The business development index captures not only the actual new revenue generated from new business development opportunities but documented progress towards those results. There are five elements of the index.

1. Introductory meetings with external parties where products and services are discussed. Such meetings are minuted and any presentations recorded. The product manager associated with product estimates net revenue which may be generated. (first year target 12 meetings with 100k net revenue from each contact). Weighting = 1.

2. Formal proposals are made to external parties where a product or service is formally offered to that party OR the party is invited to actively participate in the marketing of that product/services (for example a market channel intermediary in case of the residential/business mass market). Presentation material is recorded.(first year target 6 meetings with 100k net revenue from each formal proposal) Weighting = 2.5

3. Business Cases accepted are those authorised by the Water Corporation to proceed with a product or service either to the mass market or external party. Business cases represent

Employees absent from duty on—

- Leave without pay
- Parental leave
- Seconded to an external agency

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments—

- Corporation employees on contract as defined in Clause 3, Parties Bound.
- People working under a contract for service, eg an agency.
- Vacational (student) employees
- Employees of other organisations seconded into the Corporation*

Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement

CLAUSE 16 SIGNATORIES

Signed for and on behalf of the Water Corporation.

.....Signed.....

Acting Chief Executive Officer

Dated: 22/ 7 /98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

.....Signed.....Common Seal....

General Secretary

Dated: 23/ 7 /98

(BDI)

| Documented Agreements | | Actual Net Revenue | | | |
|-----------------------|----|--------------------|----------|---------|------------|
| OR Products Launched | | New Rev | Existing | TOT | index |
| 15 | 25 | | | | |
| 2 | 1 | 3000 | 0 | 12700 | 100 |
| 3 | 3 | 5625 | 2500 | 31937.5 | 251 |
| 4 | 7 | 9000 | 11875 | 70975 | 55 |

substantive work which is recorded/registered. (first year target 3 business cases accepted with 100 k net revenue from each business case) Weighting = 15.

4. Documented agreements with external parties for products and services or formal launching of products to the mass market are major accomplishments and copies of such agreements or documentation relating to the launch are recorded. (first year target 2 accepted documented agreements / products launched) Weighting = 15.

5. Actual net revenue is the actual bottom line results in terms of cash and will be calculated on best available information with respect to costs. Financial results are captured. It must be that any net revenue from products and services which accrues in subsequent years will be captured in the Business Development Index in future years. Furthermore net revenue from products and services substantially developed before December 1997 (creation of the Customer Centre) will not be included in the index. (first year target 1 product/service generating 100k) Weighting = 25.

The base for the index of 12,700 = 100 pts is calculated by

multiplying the weightings by instances by actual or anticipated net revenue.

APPENDIX B—CALCULATION OF LOADINGS FOR 12 HOUR SHIFT—CALL CENTRE

- The 12 hour shift operation in the Call Centre has a roster cycle time of 8 weeks.
- There are two shift arrangements due to relief shift being unavailable for approximately 48 weeks per year.
- The calculation below assumes that employees will equally work all of the arrangements [(1 x A) + (6 x B)] over a total of 392 days.
- The loading is derived from a weighted average, based on the relative time to be spent on each roster.

(A) 2D, 2N, 4 off with paid meal breaks for all night shifts.

During this eight week cycle a shift employee will work a total of 319.676 hours. The supplementary hours (overtime) required of each employee working this roster is 15.676 hours in 8 weeks. This is equivalent to an average of 3.919 hours per fortnight.

Calculation—

- Based upon 7:00am/pm to 7:15pm/am shift with 15 minute shift changeover
- And 30 minute plus 20 minute break = 50 minutes
- 12 hrs 15 mins minus 50 minute break = 11 hrs 25 minute working hrs
- Therefore standard working shift = 11.417 hrs
- Total Hours in 28 shifts over 8 weeks = 28 x 11.417 = 319.676 hours
- Total standard hours in 8 weeks = 38 x 8 = 304 hours
- Therefore additional overtime = 319.676 – 304 hrs = 15.676 hours
- Which equates to 3.919 hours per fortnight

Shift Loadings

| Type of shift | Shifts in 8 weeks | Hours/shift | Total Hrs | Less O/T Hrs | Loaded Hrs | Loading rate | Hrs payable |
|------------------|-------------------|-------------|-----------|--------------|------------|--------------|-------------|
| D | 10 | 11.417 | 114.17 | 5.60 | 108.57 | 0.05 | 5.43 |
| N | 10 | 11.417 | 114.17 | 5.60 | 108.57 | 0.15 | 16.29 |
| SAT | 4 | 11.417 | 45.67 | 2.24 | 43.43 | 0.5 | 21.72 |
| SUN | 4 | 11.417 | 45.67 | 2.24 | 43.43 | 1.0 | 43.43 |
| TOTAL in 8 weeks | | | | 15.68 | 304 | | 86.87 hrs |

Note: Based upon the principle that overtime hours are distributed across all shift and not at any particular part of the shift the aggregate overtime hours are proportioned across all D,N, SAT and SUN shifts (ie ratios of 10/28 and 4/28 multiply by 15.68)

Therefore shift loading payable = 21.72 hrs/fortnight

Supplementary overtime (averages 3.919 hrs/fn)

Payment *first* 2.0hrs @ the rate of 1.5 = 3.0hrs

Remaining 1.919 hrs @ the rate of 2.0 = 3.838 hrs

Therefore extra payment due to supplementary overtime = 6.838 hrs

Public Holidays

There are 10 public holidays a year and on a 12 hour roster a shift employee will on average work 5 of them and be off for the other 5.

The rate of payment for public holidays that are worked is 2.5 times, however as it is a working day as per the roster then a normal rate of pay with appropriate loading has already been calculated in the above. Therefore extra rate to be paid is 2.5 minus the average day (1.05) and (1.15) loading of 1.1 which is gives a rate of 1.4.

Public holiday worked rate 1.4 x 5 shifts of 11.417 hrs = 79.92hrs

Public holiday OFF rate 1.0 x 5 shifts of 11.417 hrs = 57.08hrs

SUB –TOTAL = 137.00 hrs

In addition Christmas Day and Labour Day are paid at the rate of 2.0 times plus 7.6 hours at normal time. Based on the previous assumption that each shift employee will work half of the annual quota of Public Holidays, then one of these Public Holidays will require additional compensation of 7.6

hrs x 0.5 ((2.0+1.0) – 2.5 = 0.5) = 3.8 hrs hours. Calculation is therefore

Sub-Total = 137.00 hours

Special PH = 3.8 hours

TOTAL = 140.80 hours per annum

Therefore extra payment for public holidays = 5.42 hrs/fortnight

Paying for meal breaks

Meal breaks are only paid when there is one person on shift ie. nights and the employee cannot therefore leave the immediate workplace.

Shift type No. of shifts Time (mins) Rate of pay Hours to pay

N 10 50 1.15 9.58

SAT N 2 50 1.5 2.5

SUN N 2 50 2.0 3.33

15.41 hrs in 8 weeks

Therefore extra payment for meal breaks = 3.85 hrs/fortnight

Shift loading payable = 21.72 hrs/fortnight

Supplementary overtime = 6.84 hrs/fortnight

Public Holidays = 5.42 hrs/fortnight

Extra payment for meal breaks = 3.85hrs/fortnight

TOTAL LOADING = 37.83 hrs/fortnight = 49.8%

(A) 1N, 3D, 4 off with paid meal breaks for all night shifts

During this eight week cycle a shift employee will work a total of 319.676 hours. The supplementary hours (overtime) required of each employee working this roster is 15.676 hours in 8 weeks. This is equivalent to an average of 3.919 hours per fortnight.

Shift Loadings

| Type of shift | Shifts in 8 weeks | Hours/shift | Total Hrs | Less O/T Hrs | Loaded Hrs | Loading rate | Hrs payable |
|------------------|-------------------|-------------|-----------|--------------|------------|--------------|-------------|
| D | 15 | 11.417 | 171.26 | 8.40 | 162.86 | 0.05 | 8.14 |
| N | 5 | 11.417 | 57.08 | 2.80 | 54.28 | 0.15 | 8.14 |
| SAT | 4 | 11.417 | 45.67 | 2.24 | 43.43 | 0.5 | 21.71 |
| SUN | 4 | 11.417 | 45.67 | 2.24 | 43.43 | 1.0 | 43.43 |
| TOTAL in 8 weeks | | | | 15.68 | 304 | | 81.42 hrs |

Note: Based upon the principle that overtime hours are distributed across all shift and not at any particular part of the shift the aggregate overtime hours are proportioned across all D,N, SAT and SUN shifts (ie ratios of 15/28 and 5/28 and 4/28 multiply by 15.676)

Therefore shift loading payable = 20.36 hrs/fortnight

Supplementary overtime (averages 3.919 hrs/fn)

Payment *first* 2.0hrs @ the rate of 1.5 = 3.0hrs

Remaining 1.919 hrs @ the rate of 2.0 = 3.838 hrs

Therefore extra payment due to supplementary overtime = 6.838 hrs

Public Holidays

There are 10 public holidays a year and on a 12 hour roster a shift employee will on average work 5 of them and be off for the other 5.

The rate of payment for public holidays that are worked is 2.5 times, however as it is a working day as per the roster then a normal rate of pay with appropriate loading has already been calculated in the above. Therefore extra rate to be paid is 2.5 minus the average day [(3x1.05) + (1x1.15) divide 4 = loading of 1.075 which is gives a rate of 1.425.

Public holiday worked rate 1.425 x 5 shifts of 11.417 hrs = 81.35hrs

Public holiday OFF rate 1.0 x 5 shifts of 11.417 hrs = 57.08hrs

SUB –TOTAL = 138.43 hrs

In addition Christmas Day and Labour Day are paid at the rate of 2.0 times plus 7.6 hours at normal time. Based on the previous assumption that each shift employee will work half of the annual quota of Public Holidays, then one of these Public Holidays will require additional compensation of 7.6 hrs x 0.5 ((2.0+1.0) – 2.5 = 0.5) = 3.8 hrs hours. Calculation is therefore

Sub-Total = 138.43 hours

Special PH = 3.8 hours

TOTAL = 142.23 hours per annum

Therefore extra payment for public holidays = 5.47 hrs/fortnight

| Paying for meal breaks | | | | |
|------------------------|---------------|-------------|-------------|---------------------|
| Shift type | No. of shifts | Time (mins) | Rate of pay | Hours to pay |
| N | 5 | 50 | 1.15 | 4.79 |
| SAT N | 1 | 50 | 1.5 | 1.25 |
| SUN N | 1 | 50 | 2.0 | 1.67 |
| | | | | 7.71 hrs in 8 weeks |

Therefore extra payment for meal breaks = 1.93 hrs/fortnight

Shift loading payable = 20.36 hrs/fortnight

Supplementary overtime = 6.84 hrs/fortnight

Public Holidays = 5.47 hrs/fortnight

Extra payment for meal breaks = 1.93 hrs/fortnight

TOTAL LOADING = 34.60 hrs/fortnight = 45.6%

ANNUALISED LOADING

Based on weighted average of the two arrangements

SHIFT (A) 1 x 49.8 = 49.8

SHIFTS (B) 6 x 45.6 = 273.6
323.4

Divide by 7 = 46.20 %

ANNUALISED LOADING PAYABLE IS THEREFORE 46.20%

WATER CORPORATION ENGINEERING AND CONTRACTS DIVISION EXECUTIVE SUPPORT BRANCH LOCAL AGREEMENT 1998. No. AG 214 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Civil Service Association of Western Australia Incorporated.

No. AG 214 of 1998.

Water Corporation Engineering and Contracts Division Executive Support Branch Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Engineering and Contracts Division Executive Support Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Engineering and Contracts Division Executive Support Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENTS

| | |
|-----------|----------------------------------|
| CLAUSE 1 | TITLE |
| CLAUSE 2 | ARRANGEMENT |
| CLAUSE 3 | PARTIES BOUND |
| CLAUSE 4 | PRECEDENCE OVER AGREEMENTS |
| CLAUSE 5 | TERM OF AGREEMENT |
| CLAUSE 6 | NO FURTHER CLAIMS |
| CLAUSE 7 | DEFINITIONS |
| CLAUSE 8 | MISSION AND OBJECTIVES |
| CLAUSE 9 | CRITICAL SUCCESS FACTORS |
| CLAUSE 10 | PERFORMANCE MEASURES AND TARGETS |
| CLAUSE 11 | STRATEGIES |
| CLAUSE 12 | LOCAL ARRANGEMENTS |
| CLAUSE 13 | PERFORMANCE MONITORING |
| CLAUSE 14 | DISPUTE RESOLUTION PROCEDURE |
| CLAUSE 15 | INCENTIVE DISTRIBUTION |
| CLAUSE 16 | SIGNATORIES |

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Engineering and Contracts Division Executive Support Branch during the operation of this Agreement and also applies to and binds the following organisations—

Civil Service Association of Western Australia (Inc) (csa)

This Agreement will cover an estimated 12 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENT

Where the terms of a registered / certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from July 1, 1998 until June 30, 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

"Agreement" means the Water Corporation Engineering and Contracts Division Executive Support Branch Local Agreement 1998.

"Corporation" means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

The Engineering and Contracts Division Mission is to provide services that contribute to the Water Corporation achieving its objectives.

The Engineering and Contracts Division Vision is to be our customers first choice.

The Engineering and Contracts Division Role is to provide competitive asset creation, technical and commercial services to our customers.

“Our Branch Mission is to provide support in
 finance management
 quality management
 human resource management
 business administration

to those businesses that make up the Engineering and Contracts Division.”

In providing this, our Objectives are to—

- be recognised by our customers as providers of quality support services;
- be cost effective in delivery of our services;

CLAUSE 9—CRITICAL SUCCESS FACTORS

The Corporation’s Critical Success factors of external focus, speed, flexibility, integration and innovation are central to this Branch and will be adopted to deliver its objectives.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Engineering and Contracts Division Executive Support Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weighting’s should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this Clause are prescribed in Clause 11. Strategies.

| | Performance Areas | Key Measures | Past Performance | Long Term Target | Threshold | Target | Cap | Weighting |
|---|----------------------|---|---|---------------------------|---|---------------------------|---------------------------|-----------|
| 1 | Customer Service | Customer Service Survey every 4 months | 4.75 (average score) | 5.50 | 4.75 | 4.90 | 5.20 | 30% |
| 2 | Business Development | Response time on Internal correspondence to be within 10 working days | 80% | 100% | 85% | 90% | 95% | 15% |
| 3 | Financial Management | The HR budget as a ratio of Division payroll | (Budget 26.5:1) Projected outturn 31:1 | Budget + 10% | Budget | Budget + 2% | Budget + 5% | 15% |
| 4 | Financial Management | Amount of the budget spent for LRC 90110 | Nil | 95% of budget spent | 100% of budget spent | 99% of budget spent | 98% of budget spent | 15% |
| 5 | Business Development | Provide timely information to the Division Executive by the close of business on the 10th working day of each month | 50% | 100% | 66.67% | 83.33% | 100% | 15% |
| 6 | People | Rate of Branch employee attendance at scheduled holistic health programme events | Nil | 95% | 70% with a minimum of 11 scheduled events | 75% | 80% | 10% |

CLAUSE 11—STRATEGIES

The Local Area is committed to the following strategies for achieving Performance Measures and Targets prescribed in Clause 10.

Strategy 1: Customer Service

Aim—

To improve our performance in the provision of quality service to our customers.

Actions—

- Carry out survey of our customers every 4 months. The survey to address all the areas of the Local Area’s business, ie: quality, human resource, administration and finance.
- Assess survey results and determine specific action required to improve our customers level of satisfaction.
- Where survey questions require modification to assess effectiveness of improvements implemented, then Market Equity to be consulted prior to release of survey.
- Results of survey to be made available to all members of the Local Area.
- Survey validity will be determined by adopting Market Equity’s confidence level of 10 as explained under Sampling in the Guidelines for Conducting Internal Customer Satisfaction Research.

Timeframe for implementation—

- Carry out first survey of customers by September 30, 1998.
- Carry out second survey of customers by January 31, 1998.
- Carry out third survey of customers by May 31, 1999.
- Review responses of survey immediately.
 Within 4 weeks of the review, define actions to improve performance and address issues raised.

How Measured

- The results of the third survey will be the basis for determining performance.

Strategy 2: Business Development

Aim—

To reduce the response time for answering all internal correspondence received within the Branch.

Actions—

- Establish a registration and monitoring process for incoming internal correspondence.
- Have a follow up mechanism for correspondence outstanding at least 2 days before the deadline
- Set up interim response process for correspondence likely to exceed the deadline.

Timeframe for implementation—

- All processes and mechanisms in place and operating by 31 July 1998.

How Measured

- The aggregate of all internal correspondence responses as a percentage.

Strategy 3: Financial Management

Aim—

To provide a cost effective HR service.

Actions—

- Deliver quality product/service that meets customers' expectations—not exceeding their needs.
- Negotiate access to internal expertise to deliver products/service.
- Better use of market forces to provide quality product/service at least cost.
- Monitor and adjust service needs throughout the period of a contract.

Timeframe for implementation—

- On-going, as projects/consultancies arise.

How Measured

- Total Division Approved Labour Budget (excluding Surplus Staff LRC 90190)/Approved Human Resources Budget less RSC 397 workers Compensation as a ratio compared to Actual Performance

Where—

Total Division Labour = salaries, wages, overtime, allowances and on costs (leave provisions, super, payroll tax etc), less Surplus Staff Labour LRC 90190

and—

Human Resources Costs of Budget = LRC 90210 less RSC 397 Workers Compensation Plus Special Funding approved outside of the Budget by the Managing Director.

The higher the ratio = better financial performance.

example—

| | |
|------------------------|--------------|
| <i>YTD to February</i> | <i>34.97</i> |
| <i>Approved Budget</i> | <i>26.54</i> |
| <i>Out-turn</i> | <i>31.38</i> |
| <i>Approved Budget</i> | <i>26.54</i> |

Strategy 4: Financial Management

Aim—

To provide a cost effective Financial, Quality and Admin Services to the General Manager and Engineering and Contracts Division.

Actions—

- Manage discretionary expenditure
- Monitor and analyse expenditure on an on-going basis.
- Re-cycle stationary

Timeframe for implementation—

- On-going.

How Measured

- Amount of the percentage budget spent.

Where—

Budget = The approved budget for LRC 90110 plus Special Funding approved outside of the Budget by the Managing Director.

Actual amount = The actual costs recorded for LRC 90110.

Strategy 5: Business Development

Aim—

To reduce the number of working days it takes to provide the Division Executive with the Divisional Business Performance Report (C-Pack), after month end.

Actions—

- Identify and list each item of information which is required for the Report.
- Identify the provider of each item/s of data.
- Interview each provider of information and discuss the process undertaken to produce their information.

- Agree with each provider of information on the number of working days after period end, in which to receive their information. I.e: the earliest practicable date after financial period end.

- If for any reason the information is delayed, or not available, the provider of that information (Branch Manager) is to inform the Financial Controller, Executive Support Branch, of the fact before the agreed working day negotiated in point above.

- If the provision of an item of information is delayed for a substantial period of time, deemed to cause the non-achievement of Target, then the Report will be issued without that information, with a note to that effect.

- If information is not available, then also, a note to take that effect will be incorporated into the Report.

- Upon issue of the Business Performance Report the General Manager, if available, or a Branch manager will be requested to sign and date an acknowledgment of Report receipt for Local Agreement audit purposes.

- Through discussion with information providers on an on-going basis, improve ways in which information gathering processes may be streamlined/accelerated.

- Examine methods to streamline the Report collation process.

Timeframe for implementation—

- A timetable to be negotiated with providers of information by 31 July, 1998.

- Conduct a mid year review of suitability of information contained in the Report.

- Conduct an end-year review of suitability of information contained in the Report.

How Measured—

- The aggregate of the outcome of each months performance.

Strategy 6: People

Aim—

To improve Branch productivity through the promotion of physical and psychological well being and self development of Branch members.

To function as a pilot programme which may be extended to the Engineering and Contracts Division in 1999/2000.

Actions—

- Establish a Steering Committee (with a Programme Co-ordinator) from the members of the Branch.

- Group endorsement of specific programme objectives (within Corporate Guidelines) which support the programme aims.

- Survey Branch members to ascertain preferences in various programme activities which are consistent with the programme objectives.

- Branch members to undertake pre-programme medical (only if the survey indicates a strong interest in activities for which a medical would be required under the Corporate Guidelines)

- Schedule programme activities

- Survey the Branch members regarding their current "status" against the programme objectives, so as to provide baseline data to measure programme gains. (Note: the survey will be repeated in December 1998 and June 1999)

- Conduct programme activities and monitor attendance by members of the Branch.

(Note: Activities in the form of seminars will be open to members of all Branches)

- Mid programme assess the programme effectiveness (from Branch member participation and from the December survey referred to above) and adjust programme if necessary

- At the end of the first year, assess the programme effectiveness again and submit a report to General

Manager. The Division Executive will ascertain if/how a similar programme is to operate for the Division as a whole.

Timeframe for Implementation—

- Establish Steering Committee, identify specific programme objectives, schedule programme activities, conduct pre-programme medical (if required) and survey Branch members to determine baseline status against programme objectives by 31 July 1998.
- Conduct the first scheduled programme activity by 31 July 1998.
- Conduct the mid-programme survey (and adjust programme if necessary) by 31 December 1998.
- Conduct end of year programme survey.

How Measured—

- The aggregate of employee attendance.

CLAUSE 12—LOCAL ARRANGEMENTS

In accordance with the Water Corporation Conditions Agreement 1997.

CLAUSE 13—PERFORMANCE MONITORING

All performance data will be calculated based on the same information sources and formula as the baseline data. Detailed working papers will be retained to substantiate all reporting.

Where applicable, employees of the Local Area will be individually responsible for collecting and reporting performance in accordance with the processes developed and agreed to by the employees.

The balanced “Local Area Results Report” will be updated within ten working days of the close of each quarter and distributed to each employee of the branch.

All parties to this Agreement shall have access to a copy of this Agreement and any document(s) relating to performance monitoring.

CLAUSE 14—DISPUTE RESOLUTION

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6. Dispute Resolution Procedure.

CLAUSE 15—INCENTIVE DISTRIBUTION

The incentive payment available to employees under the provisions of Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997 and awarded to this Local Area is to be distributed equally between employees party to this Agreement in proportion to Ordinary Hours as defined in the Water Corporation Conditions Agreement 1997 during the term of this Agreement.

Entitlements—

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share based on ordinary hours worked proportion to full time ordinary hours.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share based on ordinary hours worked proportional to full time ordinary hours for the term of the Agreement.
- Employees absent from duty on—
 - *leave without pay*
 - *parental leave*
 - *seconded to external agency*
 - *other reasons*

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments—

- Corporation people on contract as defined in Clause 3 Parties Bound.
- People working under a contract for service, eg. an agency.

- Vacational (student) employees.
- Employees of other organisations seconded into the Corporation.

CLAUSE 16—SIGNATORIES

Signed for and on behalf of the Water Corporation.

.....signed.....
Acting Chief Executive Officer
Dated: 22/7/98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

.....signed..... *Common Seal*
General Secretary
Dated: 23/7/98

WATER CORPORATION ENGINEERING AND TECHNICAL SERVICES BRANCH LOCAL AGREEMENT 1998.

No. AG 194 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 194 of 1998.

Water Corporation Engineering and Technical Services Branch Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms S Ellery on behalf of The Australian Liquor, Hospitality and Miscellaneous Workers’ Union, Miscellaneous Workers’ Division, Western Australian Branch, Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, Mr G Sturman on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch and Mr J Murie on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering Electrical Division, WA Branch, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Engineering and Technical Services Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Engineering and Technical Services Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT

| | |
|-----------|----------------------------------|
| CLAUSE 3 | PARTIES BOUND |
| CLAUSE 4 | PRECEDENCE OVER AGREEMENTS |
| CLAUSE 5 | TERM OF AGREEMENT |
| CLAUSE 6 | NO FURTHER CLAIMS |
| CLAUSE 7 | DEFINITIONS |
| CLAUSE 8 | MISSION AND OBJECTIVES |
| CLAUSE 9 | CRITICAL SUCCESS FACTORS |
| CLAUSE 10 | PERFORMANCE MEASURES AND TARGETS |
| CLAUSE 11 | STRATEGIES |
| CLAUSE 12 | LOCAL ARRANGEMENTS |
| CLAUSE 13 | PERFORMANCE MONITORING |
| CLAUSE 14 | DISPUTE RESOLUTION PROCEDURE |
| CLAUSE 15 | INCENTIVE DISTRIBUTION |
| CLAUSE 16 | SIGNATORIES |

CLAUSE 3—PARTIES BOUND

This Agreement is an agreement made under Part VI B of the Workplace Relations Act 1996 in respect of—

- the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch; and

This Agreement is an agreement made under Section 41 of the Industrial Relations Act 1979 in respect of—

- the Civil Service Association of Western Australia (Inc); and
- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch; and
- the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch; and
- the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch for classifications prescribed in Clause 1.3—Parties Bound of the Water Corporation Pay and Allowances Agreement 1997.

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Engineering and Technical Services Branch during the operation of this Agreement and also applies to and binds the following organisations—

Australian Liquor Hospitality and Miscellaneous Workers Union, miscellaneous division, wa branch (alhmwu)

CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA (INC) (CSA)

AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION OF WORKERS, WESTERN AUSTRALIAN BRANCH (AMWU)

COMMUNICATIONS, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION, POSTAL, PLUMBING AND ALLIED WORKERS UNION OF AUSTRALIA, ENGINEERING & ELECTRICAL DIVISION, WESTERN AUSTRALIAN BRANCH (CEPU)

This Agreement will cover an estimated 112 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered / certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from July 1, 1998 until June 30, 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“Agreement” means the Water Corporation Engineering and Technical Services Branch Local Agreement 1998.

“Corporation” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

The Engineering and Technical Services Branch Mission, in contributing to the Corporation Vision, is to conduct a successful business providing a wide range of quality specialist services.

Our Objectives are to—

- Satisfy our customer needs.
- Develop and improve business performance to exceed Corporation targets.
- Ensure a safe and healthy working environment for our staff and contractors.
- Enhance our Quality Management System.
- Continuously improve the quality of our services.
- Add value to our customers business.

Corporate Key Result Areas supported by these objectives are—

- Financial Performance
- Customer Service
- Business Development.

The branch also regards the following as Key Result Areas in achieving its objectives—

- Safety & Health Management
- Management System Performance

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External Focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are—

- Satisfy our Customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment. They are also important to us as a Local Area contributing to the total organisation.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Engineering and Technical Services Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weighting's should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this Clause are prescribed in Clause 11 Strategies.

| PERFORMANCE AREAS | KEY MEASURES | PAST PERFORMANCE | THRESHOLD | TARGET | CAP | WEIGHTING |
|-----------------------------------|--|---|---------------------------|---------------|--------------|-----------|
| 1.) Business Development | Gross Contribution Actual / Budget | 97/8 (half year) 0.757 / 0.431 | Budget Gross Contribution | 3% increase | 5% Increase | 25 |
| 2.) Business Development | External Revenue | 97/8 (half year) \$1.790M | Same as 1997/8 | 7.5% increase | 10% increase | 10 |
| 3.) Financial Performance | Chargeable Time % | 97/8 (half year) 70.5% Average | Same as 1997/8 | 1% increase | 2% increase | 20 |
| 4.) Customer Service | Percentage of Customers Satisfied | 97/8 (half year) 82% Average | Same as 1997/8 | 3% increase | 5% increase | 15 |
| 5.) Management System Performance | System Improvements Actioned within 1 Month | 97/8 (Feb) improvements = 47 Actioned within 1 month = 28 = 59.6% | 90% | 95% | 97% | 15 |
| 6.) Safety & Health Management | Average Worksafe Plan Audit Result but minimum 50% for any Element | Audit Result June 1997 Average 22% (22, 40, 17, 27, 7) | 55% | 60% | 65% | 15 |

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10.

Strategy 1. Business Development

Aim—

To ensure the Branch makes maximum contribution to the Corporation's financial performance.

By Increasing Revenue (chargeable hours or product sales.)

Actions—

- Establish revenue growth targets by the end of July 1998.
- Develop a marketing plan by the end of August to promote branch skills and services widely throughout Corporation and other appropriate markets (See strategy 2).
- Promote to all Branch staff the importance of everyone marketing our services. Also that effective market development is closely linked to the satisfaction of existing customers.
- Use education to assist Branch staff to market the services of businesses of the branch other than their own.
- Use our broad knowledge base to develop opportunities to expand the range of products and services we offer.
- Investigate opportunities for higher profits by winning work as the main contractor or consultant.
- Directly develop the level of external work. (See strategy 2).
- Implement prompt variation claims and invoices for completed work.

By Decreasing Costs

Actions

- Establish cost reduction targets for each team by end of July 1998.
- For each business closely monitor, with the aid of the monthly reporting pack, major cost areas of IT, vehicles and salaries and wages.
- Look for savings through better use of equipment, rationalisation of resources, innovations and technological improvements. Look for opportunities to make more effective use of our administration resources and therefore reduce our overhead costs.
- Promote innovation to significantly reduce costs and work smarter.

Strategy 2. Business Development

Aim—

To appropriately develop the Branch's external business in accordance with the Branch mission.

Actions—

- Include in the marketing plan (see Strategy 1) analysis of the broader external market or segments of it, offering potential for growth.

- Look for external alliance partners to work with.
- Other relevant strategies listed in Strategy 1.

Strategy 3. Financial Performance

Aim—

To operate an efficient and competitive business.

Actions—

- Increase Branch revenue—see Strategy 1 above.
- Further develop staff flexibility across teams and desire to support other Branch businesses.
- Broaden services to satisfy new market opportunities.
- Strategic Planning Team to review branch structure and business locations to support better use of resources.
- Consider improved processes and procedures for allocation of time and achieving better business performance. Constantly monitor non-chargeable time to keep to an absolute minimum.
- Allocate time at the Branch Steering Committee to discuss staff and business opportunities.
- Regularly monitor charge-out rates for competitiveness and take appropriate action where there are unacceptable discrepancies.

Strategy 4. Customer Service

Aim—

To strive to consistently increase the level of customer satisfaction with our products and services.

Actions—

- Continue to promote to staff the benefits of satisfying our existing customers
 - effective contract / job review to fully understand the customer's requirements.
 - regular customer contact during work progress either personally, by telephone or through Customer Surveys.
 - ensure high standard services and products are maintained at all times.
 - repeat business is most cost effective
- Ensure quick, effective action on any customer complaints or suggestions and follow through with customer. Where appropriate, customer complaints and suggestions will be converted to Management System, System Improvements.
- Demonstrate commitment to customer service by responding promptly to all customer requests or comments. Aim to respond to correspondence within 24 hours and submit quotations for more routine work within 48 hours. In all instances notify the customer well in advance when agreed deadlines cannot be met, then negotiate a solution meeting the customer's expectations.
- Discuss customer contact wins and losses at team meetings to share learning experiences.
- Consider discounts for volume business and early payment of invoices where appropriate.

- Negotiate Service Agreements with major customers and for on-going and repeat business.
- Look for innovative ways to exceed the customer's expectations.
- Review customer survey process and forms to ensure we receive accurate responses that can be consistently reported on across the branch.

Strategy 5. Management System Performance

Aim—

To have the Branch operate under an effective, well maintained Management System.

Actions—

- All Branch Staff to use the Branch Management System and suggest improvements. Team leaders to encourage the preparation of System Improvements and ensure prompt action is taken.
- Implement education for staff to appreciate the benefits to the Branch and their business or team in using the Management System. Branch Manager will discuss an education programme with Branch Management Representative and Division Quality Manager for implementation in July 1998.
- Branch Management Representative to ensure the internal audit schedule is completed satisfactorily and resulting System Improvements are followed through in accordance with the Management System.
- Branch Manager to conduct effective Management Review meetings in accordance with the Management System.
- Review procedure for system improvements.
- To bring other teams on-line in an effective time frame.

Strategy 6. Safety and Health Management

Aim—

To have an effective Occupational Safety & Health system measured by the Worksafe Plan.

Actions—

- Complete actions and achieve objectives of Branch OSH Plan developed by the Branch Executive Safety Committee.
- Branch manager and team leaders to ensure that OSH criteria are added to Job Descriptions.
- Arrange an interim OSH audit in August 1998 to gauge progress towards target.
- Branch Executive Safety Committee to monitor effectiveness of OSH agendas at team meetings.
- Arrange a third party OSH audit immediately prior to expiry of this Local Agreement.

CLAUSE 12—LOCAL ARRANGEMENTS

In accordance with the Water Corporation Conditions Agreement 1997.

CLAUSE 13—PERFORMANCE MONITORING

All performance data will be calculated based on the same information sources and formula as the baseline data. Detailed working papers will be retained to substantiate all reporting.

Members of teams will be responsible for collecting and reporting performance in accordance with the processes developed and agreed to by the Representative Group.

The Local Area Results Report will be updated within 10 days of the close of each month and distributed to all teams for circulation.

All parties to this Agreement shall have access to a copy of this Agreement and any document(s) relating to performance monitoring.

CLAUSE 14 —DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure in the Water Corporation Conditions Agreement 1997, Clause 5.6 Dispute Resolution Procedure.

CLAUSE 15—INCENTIVE DISTRIBUTION

The incentive payment available to employees under the provision of Clause 3.11 Lump Sum and Incentive Payments

of the Water Corporation Conditions Agreement 1997 and awarded to the Engineering and Technical Services Branch employees shall be distributed equally between employees party to this Agreement in proportion to Ordinary Hours worked, as defined in the Water Corporation Conditions Agreement 1997, during the term of this Agreement.

Entitled employees to incentive payments—

- Employees engaged full time during the term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement are entitled to a share based on ordinary hours worked proportion to full time ordinary hours.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share based on ordinary hours worked proportional to full time ordinary hours for the term of the Agreement.
- Employees absent from duty on
 - *leave without pay*
 - *parental leave*
 - *seconded to external agency*
 - *other reasons*

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments—

- Corporation employees on contract as defined in Clause 3 Parties Bound.
- People working under a contract for service, eg. an agency.
- Vacational (student) employees.
- Employees of other organisations seconded into the Corporation.

CLAUSE 16—SIGNATORIES

Signed for and on behalf of the Water Corporation.

..Signed.....

ACTING CHIEF EXECUTIVE OFFICER

Dated: 22/7/98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

..Signed..... *Common Seal*

GENERAL SECRETARY

Dated: 23/7/98

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union (Miscellaneous Workers WA Branch).

..Signed..... *Common Seal*.

Dated: 24/7/98

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch.

..Signed..... *Common Seal*.

Dated: 16/9/98

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch.

...Signed..... *Common Seal*

Dated: 17/9/98

**WATER CORPORATION ENVIRONMENT BRANCH
LOCAL AGREEMENT 1998.**

No. AG 202 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia
Incorporated.

No. AG 202 of 1998.

Water Corporation Environment Branch Local Agreement
1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Environment Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P.E. SCOTT,

[L.S.] Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Environment Branch Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

CLAUSE 1 TITLE

CLAUSE 2 ARRANGEMENT

CLAUSE 3 PARTIES BOUND

CLAUSE 4 PRECEDENCE OVER AGREEMENTS

CLAUSE 5 TERM OF AGREEMENT

CLAUSE 6 NO FURTHER CLAIMS

CLAUSE 7 DEFINITIONS

CLAUSE 8 MISSION AND OBJECTIVES

CLAUSE 9 CRITICAL SUCCESS FACTORS

CLAUSE 10 PERFORMANCE MEASURES AND TARGETS

CLAUSE 11 STRATEGIES

CLAUSE 12 PERFORMANCE MONITORING

CLAUSE 13 DISPUTE RESOLUTION PROCEDURE

CLAUSE 14 INCENTIVE PAYMENTS AND DISTRIBUTION

CLAUSE 15 SIGNATORIES

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Environment Branch during the operation of this Agreement and also applies to and binds the following organisation—

Civil Service Association of Western Australia (Inc)
(csa)

This Agreement will cover an estimated **six** employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed the Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) It has the approval of the Local Area General Manager, and
- (b) The potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) Agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 199/2000 financial year, and
- (d) Ballots will be conducted by the relevant parties to the Agreement..

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Environment Branch Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**Priority One**” means work that includes: responses in the Minister's name; responses in the Managing Director's name; Cabinet sheets and Parliamentary questions.

“**Priority Two**” means work that includes: Board papers; Briefing notes; responses in the General Manager's name; review of proposed changes to environmental legislation and high level environmental policies.

“**Service Agreement**” means a written agreement between the client and service provider and includes details of the project, outcomes, products, milestones and timeline and a reasonable estimate of the cost.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Branch Mission is to provide strategic leadership and support in environmental management for the Corporation and to be, and to be seen as an effective environmental performer.

Our Branch Objectives are to—

- Implement and maintain the Environmental Management System and the Environmental Policy.
- Improve public acceptance and satisfaction with the Corporation's environmental performance.
- Be valued by the rest of the Corporation.
- Monitor, measure and report openly on our environmental performance including environmental compliance with our regulators.
- Influence regulators and key environmental stakeholders to achieve good environmental outcomes for the Corporation.
- Develop environmental awareness, responsibility, skills and good practice in our employees, contractors and suppliers,

- Promote, contribute and participate in appropriate research and development, and commercial activities
- Develop our environmental expertise to the advantage of the Corporation, its customers and stakeholders.
- Support the incident management process within the Corporation.

Key Result Areas supported by these objectives—

- Effective Environmental Performance
- Excellence in Customer Service
- Superior Financial Performance
- Business Growth and Development

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Environment Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11 – Strategies.

Copies of the Agreement and all documentation going to performance should be made available to employees and the union parties.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS (CONTINUED)

| Performance Areas | Key Measures | Past Performance | Threshold | Target | Cap | Weighting |
|--|--|--------------------------------|---------------------|--------------------|--------------------|-----------|
| 1. Customer satisfaction (internal customers) | Results from customer satisfaction surveys | 7.6 | 7.7 | 8.0 | 8.3 | 30 |
| 2. Effectiveness of Environmental Awareness Training | Results from training effectiveness surveys | Note 1 Not available | 65% | 70% | 75% | 20 |
| 3. Corporate work | Response to Priority 1 and Priority 2 work requests on time | 100% | 90% | 98% | 100% | 20 |
| 4. Cost of projects | Projects with SA completed within budget | Note 2 Not available | 75% | 80% | 81% | 20 |
| 5. Budget Management | $\frac{\text{Expenditure} \times 100}{\text{Approved Budget}}$ | Note 3 Not available | 100% (of budget) | 99% (of budget) | 98% (of budget) | 10 |

Note 1: new function

Note 2: previous sample too small (ie 1 project)

Note 3: new Branch – no budget responsibility previously as a Section

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10—Performance Measures and Targets.

Strategy 1. Customer satisfaction (internal customers)

Description of the change to be implemented.

Closely monitor internal customer satisfaction by conducting six-monthly customer satisfaction surveys

Major steps in introducing change.

The “Client and Key Stakeholder Satisfaction Questionnaire” (IPB Quality Procedure form IPB-QP-4.6.5) will be used to carry out surveys on a six-monthly basis. Survey results are to be retained for the purpose of auditing and corrective action as needed. Periodical reviews of target populations will be carried out.

Timeframe for implementation

Commencing 1 July 1998

Strategy 2. Effectiveness of environmental awareness training

Description of the change to be implemented.

To achieve an average effectiveness rating of at least 4 from at least 70% of trainees following environmental awareness training

Major steps in introducing change.

- Develop a suitable method to extract and interpret data from the training evaluation forms

Timeframe for implementation

Commencing 1 July 1998

Strategy 3. Corporate work

Description of the change to be implemented.

To achieve a response rate of at least 98% on time for all Priority One and Priority Two work requests.

Major steps in introducing change.

- Clarify guidelines on Corporate requirements
- Branch Manager to review internal process to ensure that it is both efficient and effective
- Branch Manager to ensure that Corporate tracking processes are suitable for the purpose of auditing this measure

Timeframe for implementation

Commencing 1 July 1998

Strategy 4. Cost of projects

Description of the change to be implemented.

Ensure that Projects are completed on or less than the amount budgeted

Major steps in introducing change.

- Ensure that all appropriate projects have a Service Agreement
- Business Manager to monitor the progress of all projects each month and report on accrued costs against budget

Timeframe for implementation

Commencing 1 July 1998

Strategy 5 Budget Management

Description of the change to be implemented.

Ensure that the Branch does not exceed its budget allocation

Major steps in introducing change.

- Business Manager to monitor expenditure and report each month.
- Branch Manager to ensure that expenditure does not exceed the budget.

Timeframe for implementation

Commencing 1 July 1998

CLAUSE 12—PERFORMANCE MONITORING

Members of the Local Area will be allocated responsibility for collecting and reporting performance for a particular performance measure. Those members not allocated direct responsibility will be required to assist with data collection. Individual responsibilities will be in accordance with the schedule posted by the Local Agreement Development Committee (LADC). The LADC will consist of three people from the Environment Branch and who are subject to this Agreement and who have been democratically elected to the Committee. The term on the LADC shall coincide with the term of this Agreement. The Business Manager will be responsible for coordinating the process.

The Local Area Results Report will be updated within 10 days of the close of each reporting period and distributed to Branch staff. A copy will be posted to the Branch notice board. A copy of the Report is in the Appendices. Employees and the Civil Service Association shall have access to a copy of this agreement and any documents relating to performance monitoring.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure.

CLAUSE 14—INCENTIVE PAYMENTS AND DISTRIBUTION

(A) The total Water Corporation Incentive Pool is determined by the methodology prescribed in Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997.

(B) Employees share of the Incentive Pool provided for in paragraph (A) is subject to the achievement of targets prescribed in Clause 10 Performance Measures and Targets and Clause 11 Strategies of this Agreement

(C) The guiding principle in the distribution of any incentive payments is that all staff contribute equally towards the vision of the Branch and therefore should receive the same amount in the hand after an employee's marginal rate of tax has been applied. Therefore a weighting factor will be applied to ensure that each employee receives the same net amount. This will not be adjusted to accommodate the effects of other income, salary packaging or salary sacrifices.

The distribution principle selected and described above is contingent upon the following criteria—

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part-time during the full term

of the Local Agreement shall be entitled to a share based on time worked proportional to full time.

- Employees who start or finish during the term of a Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees absent from duty on
 - leave without pay
 - parental leave; or
 - seconded to an external agency

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of three months.

Categories not entitled to incentive payments include—

- Corporation employees on contract as defined in Clause 3—Parties Bound.
- People working under contract for service.
- Vocational students.
- Employees of other organisations seconded into the Corporation.

CLAUSE 15—SIGNATORIES

.....Signed.....

Acting Chief Executive Officer – Water Corporation

Dated: 22/7/98

.....Signed.....*Common Seal*

General Secretary

Civil Service Association of Western Australia Incorporated

Dated: 23/7/98

**WATER CORPORATION EXECUTIVE SERVICES
BRANCH LOCAL AGREEMENT 1998.
No. AG 209 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Civil Service Association of Western Australia
Incorporated

No. AG 209 of 1998.

Water Corporation Executive Services Branch Local
Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Executive Services Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

[L.S.] (Sgd.) P.E. SCOTT,
Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Executive Services Branch Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

CLAUSE 1—TITLE

CLAUSE 2—ARRANGEMENT

CLAUSE 3—PARTIES BOUND

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

CLAUSE 5—TERM OF AGREEMENT

CLAUSE 6—NO FURTHER CLAIMS

CLAUSE 7—DEFINITIONS

CLAUSE 8—MISSION AND OBJECTIVES

CLAUSE 9—CRITICAL SUCCESS FACTORS

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

CLAUSE 11—STRATEGIES

CLAUSE 12—LOCAL ARRANGEMENTS

CLAUSE 13—PERFORMANCE MONITORING

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

CLAUSE 15—INCENTIVE DISTRIBUTION

CLAUSE 16—SIGNATORIES

APPENDIX A—LOCAL AREA RESULTS REPORT

APPENDIX B

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Executive Services Branch during the operation of this Agreement and also applies to and binds the following organisations—

CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA (INC) (CSA)

This Agreement will cover an estimated 4 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from 1 July 1998 until 30 June 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Executive Services Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and wastewater services.

Our Branch's Mission is to provide a quality administrative service which meets the needs of our customers, as a contribution to the efficient and effective management of their functions.

Our Branch's Objectives are to—

- identify and anticipate issues potentially of concern to the Minister, the Board and the Corporation, and assist the Chairman and the Managing Director in addressing those issues.
- ensure the Board complies with all statutory and regulatory requirements and corporate responsibilities.
- ensure all relevant business is put to the Board in a timely manner, all decisions of the Board are implemented, and all submissions meet quality standards expected by the Board.
- ensure all responses to Priority One correspondence and inquiries are dealt with in a timely manner and meet quality standards expected by the Minister and the Managing Director.
- provide an efficient and effective service to the Minister, the Board, the Chairman, the Managing Director and the Corporation Executive.

(Key Result Areas Supported by these objectives: Excellence in Customer Service, Superior Commercial Performance, Business Development and Growth, Effective Environmental Performance).

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation.

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Executive Services Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed. Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11: Strategies.

| Performance Areas | Key Measures | Past Performance | Threshold | Target | Cap |
|---------------------------|---|--|---|--------------------|--------------------|
| Cost of Service | Cost of Providing the Branch's services. | 1996/97 budget outcome (salaries + support) \$273200 (1996/97\$) | 100% of base level for 1998/99 budget (as at Jan 1998): \$265700 (1997/98\$)* | 92% | 90% |
| Timeliness of responses | Percentage of Total Number of timely responses for Priority One items | For calendar year 1997— (1) Receiving stage: 65% of inquiries forwarded within 1 hour of receipt. (2) Processing stage: 50% of draft responses processed within 24 hours of receipt. | (1) 65% (2) 50% | (1) 75% (2) 70% | (1) 80% (2) 80% |
| Timeliness of submissions | Percentage of Total Number of timely draft Board submissions to the Managing Director | For 12 months to Mar 1998— 75% of submissions received in target time | 75% | 85% | 90% |

* Base level adjusted to include 3.83% EBA increase from 1 Jan 1998

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10.

Strategy 1

Description of the change to be implemented—

Reduce by 8% the cost of providing the Branch's services.

Major steps in introducing change—

1. Review the tasks of all work group members.
2. Eliminate non-essential tasks.
3. Re-assign duties among work group members.
4. Ensure expenditure on resources is kept to a minimum.

Time frame for implementation—

* Re-assign duties—within 2 months.

Review of Performance Target—

The work group shall be entitled to renegotiate this performance target during the term of the Agreement if—

- * the number of Priority One inquiries in a 3-monthly period increases by more than 30% of the number in the same period in the previous year; or
- * the present situation is changed and a Water Corporation representative is required to be located in the Minister's Office; or
- * the unit costs of IT or pool vehicle services provided to the Branch increase by more than 10% above the unit costs applying during the 1997/98 financial year.

Strategy 2

Description of the change to be implemented—

Improve the work group's performance against KPI's for Priority One inquiries—

- Receiving stage (1 hour turnaround)—from 65 to 75% within target time.
- Processing stage (24 hours turnaround)—from 50% to 70% within target time.

Major steps in introducing change—

1. Review and improve the processes.
2. Reassign responsibilities within the group.
3. Work with the Customer Services Division towards improving corporate performance.

Time frame for implementation—

Re-assign responsibilities—within 2 months.

Work with Customer Services Division—on-going.

Strategy 3

Description of the change to be implemented.

Improve corporate performance from 75% to 85% in meeting deadlines for forwarding draft Board submissions to the Managing Director.

Major steps in introducing change—

1. Establish and maintain a 12-month rolling programme of Board business and distribute the updated programme monthly to General Managers to assist them in their work planning.
2. Maintain performance data for submissions to meetings of the Board and report divisional and corporate performance monthly to Managing Director and General Managers.
3. Review corporate performance quarterly with Managing Director and General Managers.
4. Incorporate timeliness of submissions as a measure in the formal assessment of General Managers' performance under their employment contracts (Managing Director's action).

Time frame for implementation—

Establishment and commencement of process—within 1 month.

Review of Performance Target—

The work group shall be entitled to renegotiate this performance target during the term of the Agreement if steps 1 to 3 are implemented by the group but step 4 is not implemented by the Managing Director.

CLAUSE 12—LOCAL ARRANGEMENTS

By cooperation of members of the work group, the Executive Services Branch will be staffed between the hours of 8.00 am and 5.00 pm each working day.

CLAUSE 13—PERFORMANCE MONITORING

All performance data will be calculated on the same information sources and formula as the base line data. Detailed working papers will be retained to substantiate monthly reporting. All members of the work group will participate in the collection of data and reporting performance, in accordance with responsibilities assigned by the work group from time to time.

Performance reports will be distributed to all unions party to this Agreement and all members of the local area at least quarterly, and to customers, as appropriate. All parties to this Agreement shall have access to a copy of this Agreement and any documentation relating to performance monitoring.

A pro forma for reporting results at the conclusion of this Agreement is included in Appendix A.

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6.

CLAUSE 15—INCENTIVE DISTRIBUTION

Employees are entitled to a share of an incentive payment according to Clause 3.11 LUMP SUM AND INCENTIVE PAYMENTS of the Water Corporation Conditions Agreement, 1997. The incentive payment awarded to the work group will be shared equally by each member of the group in proportion to the length of each member's period of employment with the Executive Services Branch during the term of the Agreement. The guidelines for incentive distribution attached in Appendix B shall be applied for employees engaged part time or who start or finish during the term of the Agreement.

CLAUSE 16—SIGNATORIES

Signed for and on behalf of the Water Corporation.

.... Signed

ACTING CHIEF EXECUTIVE OFFICER

Dated: 22/ 7 / 98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

.... Signed *Common Seal*

Dated: 23/ 7 / 98

APPENDIX A: LOCAL AREA RESULTS REPORT

| Local Performance Measures | | | | | Corporate Performance Measures | | | |
|---|-----------------|-------------------------------------|--------------------------------------|---------------------------|---|--------------------|------------------|-------------|
| | Cost of Service | Timeliness of Responses (Receiving) | Timeliness of Responses (Processing) | Timeliness of Submissions | Customer Excellence | Financial Perform. | Business Develop | Environment |
| Long Term Target | | | | | | | | |
| Cap | 90% | 80% | 80% | 90% | | | | |
| Year One Target | 92% | 75% | 70% | 85% | | | | |
| Threshold | 100% | 65% | 50% | 75% | | | | |
| Past Performance | 103% | 65% | 50% | 75% | | | | |
| Year One Performance | | | | | | | | |
| Achievement Weighting | 40% | 20% | 20% | 20% | | | | |
| TOTAL Achievement | | | | | | | | |
| Total Score for Local Area = | | | | | [] | | | |
| Maximum Local Area Incentive = | | | | | [] | | | |
| Local Area Component of Incentive Payment: = | | | | | [] | | | |
| | | | | | Total Incentive for Local Area = [] | | | |

APPENDIX B

GUIDELINES FOR THE PAYMENT OF PERFORMANCE INCENTIVE PAYMENTS PRESCRIBED UNDER THE CORPORATION ENTERPRISE AGREEMENT 1997.

These Guidelines apply equally to all Corporation Employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

PERFORMANCE LINKED INCENTIVE PAYMENTS

The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for the 12 month period ending 30 June 1999.

The annual incentive payment comprises two components, one for the achievement of Corporate performance targets and the other for the achievement of local area targets.

Entitlement to the payments may be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

Entitlement

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share of the incentive payment based upon time worked in proportion to full time.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share of the

incentive payment based upon time worked in proportion to full time.

- Employees absent from duty on :
 - leave without pay
 - parental leave
 - seconded to external agency
 - other reasons

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments

- Corporation employees on contract as defined in Clause 3: PARTIES BOUND.
- People working under a contract for service eg. an agency
- Vacation (student) employees
- Employees of other organisations seconded in to the Corporation *

* *Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.*

**WATER CORPORATION EXECUTIVE SUPPORT/
HUMAN RESOURCES PLANNING AND
DEVELOPMENT DIVISION LOCAL
AGREEMENT 1998.**

No. AG 205 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Civil Service Association of Western Australia
Incorporated.

No. AG 205 of 1998.

Water Corporation Executive Support/Human Resources
Planning and Development Division Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Executive Support/Human Resources Planning and Development Division Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P.E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Executive Support / Human Resources Planning and Development Division Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 PERFORMANCE MONITORING
- CLAUSE 13 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 14 INCENTIVE PAYMENT AND DISTRIBUTION
- CLAUSE 15 SIGNATORIES
- APPENDIX GUIDELINES FOR PRESCRIBED PAYMENTS

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Water Corporation's Executive Support / Human Resources

Planning & Development Division during the operation of this Agreement and also applies to and binds the following organisation—

Civil Service Association of Western Australia (Inc)
(CSA)

This Agreement will cover an estimated 8 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed this Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions:

- (a) It has the approval of the Local Area General Manager, and
- (b) The potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) Agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- (d) Ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Executive Support / Human Resources Planning and Development Division Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**Priority One Correspondence**” includes correspondence prepared by employees in response to enquiries (either written or verbal) from the Minister, the Managing Director, the Chairman and the Board Directors, the State Ombudsman and Office of Water Regulation and information prepared in response to Briefing Note requests, Parliamentary Questions and Cabinet Comment Sheets.

“**The same day**” refers to the hours between 8:30 and 17:00 from Monday to Friday excluding public holidays.

“**Corporate planning information**” includes Business Plans, Expenditure Reviews, Macro and Micro Budget bids and any related documentation

“**Program Management Reports**” consist of progress reports of Corporate, Divisional and Branch projects which have been identified by the General Manager and Lead Team members as being strategic to the business

“**Business Performance Report**” is the Divisional business performance report which is prepared monthly by Executive Support for review by the Lead Team.

“**Job Opportunities Bulletin**” means the Water Corporation publication which is used internally to advertise vacant positions.

“**Reporting Levels 5 and 6**” refers to those employees at the Team Leader or employees strata in the organisational structure.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation’s Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Branch Mission is to—

To provide a human resource, business and financial management service which will contribute to our managers’ business success.

Our Branch Objectives are to —

- To develop and implement business systems and strategies to meet changing needs.
- To liaise effectively with customers on behalf of the general manager.
- To provide consultancy and advisory services in all financial, administration and human resource matters.
- To provide education in human resource processes and new initiatives.
- To coordinate the introduction and implementation of processes and initiatives.
- To maintain accurate and confidential records of human resource information.
- To coordinate business planning and undertake business performance monitoring.
- To undertake our responsibilities as defined in human resource processes.

(Key Result Areas Supported by these objectives—

- Excellence in Customer Service;
- Superior Financial Performance;
- Business Development and Growth;
- Effective Environmental Performance.

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed. Strategies for achieving the performance measures and targets contained in this clause are prescribed in Clause 11 - Strategies.

| | Performance Areas | Key Measures | Weighting | Past Performance | Threshold % | Target % | Cap % |
|---|---|--|-----------|------------------|-----------------------|-----------------------|---------------|
| 1 | SERVICE DELIVERY (Business management) | • Consolidation of business management process measures achieved on time (see attached breakdown of measures). | 20% | 81% | 85% | 89% | 95% |
| 2 | SERVICE DELIVERY (Human Resources) | • Consolidation of HR process measures achieved on time (see attached breakdown of measures). | 20% | 75% | 85% | 90% | 95% |
| 3 | INTERNAL CUSTOMER SATISFACTION | • Level of customer satisfaction. | 25% | 78% | 78% | 80% | 82% |
| 4 | NEW INITIATIVES | • Percentage of new business systems and strategies implemented. | 15% | 78% | 80% | 85% | 90% |
| 5 | EMPLOYEE FLEXIBILITY & DEVELOPMENT | • Employees at Reporting Levels 5 & 6 to gain experience in one new process. | 10% | | All employees minus 2 | All employees minus 1 | All employees |
| 6 | FINANCIAL PERFORMANCE | • Actual expenditure Vs approved budget. | 10% | 98.8% | 100% | 99% | 98% |

SERVICE DELIVERY—BUSINESS MANAGEMENT (DISAGGREGATED)

| Performance Areas | Objective | Key Measures | Weighting | Past Performance | Threshold % | Target % | Cap % |
|-------------------------------------|---|---|-----------|------------------------|-------------|----------|-------|
| 1.1 Priority correspondence | To liaise effectively with customers on behalf of the General Manager | • % priority one correspondence (to be actioned) distributed to Branch managers or their representatives on the same day | 25 | 90% | 90 | 95 | 100 |
| 1.2 Business performance monitoring | To coordinate business planning and undertake business performance monitoring | • Business performance report completed & delivered to the Planning & Development Lead Team within 10 working days of close of the General Ledger | 25 | 55% | 75 | 83 | 92 |
| 1.3 Business planning | To liaise effectively with customers on behalf of the General Manager | • % prepared Corporate planning information delivered within target time | 25 | Past records not avail | 75 | 85 | 90 |
| 1.4 Program management of projects | To coordinate business planning and undertake business performance monitoring | • % Monthly Program Management reports delivered to Management Accounting within target time for the General Manager and Corporate Executive | 25 | 67% | 83 | 92 | 100 |

SERVICE DELIVERY - HUMAN RESOURCES (disaggregated)

| Performance Areas | Key Measures | Past Performance | Weighting | Threshold | Target | Cap | Past Performance Achievement |
|------------------------|--|-------------------------|-----------|---------------|--------|------|------------------------------|
| 2.1 Job Classification | Percentage of investigation reports prepared within 10 working days of receiving completed classification submission | 54% | 40 | 80% | 90% | 100% | 21.6 |
| 2.2 Recruitment | % Advertised deadlines met (1) | 100% | 15 | All -1 (as %) | 100% | 100% | 15.0 |
| 2.3 Selection | % Letters of offer prepared within one day of being advised of offer conditions | 75% (limited past data) | 15 | 95% | 98% | 100% | 11.25 |
| 2.4 Selection | % Letters of advice to unsuccessful applicants sent within three days of being advised to send | 80% (limited past data) | 15 | 95% | 98% | 100 | 12.0 |
| 2.5 Induction | % Of inductions ready to be conducted on employee first day | 100% | 15 | All -1 (as %) | 100% | 100% | 15.0 |
| Total | | | | | | | 74.85 |

(1) For internal Jobs - to meet the next Job Opportunities Bulletin deadline (unless request is received less than half a day before the Job Opportunities Bulletin closes. For external Jobs (Water Corporation advert) - to meet advertising agency deadlines for paper (unless request is received less than one day before advertising agency's deadline).

(1) For internal Jobs—to meet the next Job Opportunities Bulletin deadline (unless request is received less than half a day before the Job Opportunities Bulletin closes.

For external Jobs (Water Corporation advert)—to meet advertising agency deadlines for paper (unless request is received less than one day before advertising agency's deadline).

CLAUSE 11 —STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10—Performance Measures and Targets.

Strategy 1 Service Delivery (Business Management)

Target: To achieve an average of 89% in the delivery our key business management services within the target times.

Description of the change/s to be implemented.

Achieve target delivery of our key business management services with an effective process of prioritisation, planning, coordination and follow-up.

Major steps in introducing change.

1. Undertake the appropriate planning (to prioritise, coordinate and follow-up) to ensure delivery of the products within the target dates set—

- establish the Division's timeframe for delivery of the 'final' product
- distribute documented requirements to Branch stakeholders in timely manner
- follow-up to ensure requirements are understood by Branch stakeholders
- review information received prior to production of the 'final' product

2. Consult with stakeholders and incorporate improvements to meet changing business needs

3. Evaluate new systems for potential application to streamline the processes

4. Develop and introduce standard tools for use by Branches
Timeframe for implementation—June 1998 and ongoing

Strategy 2. Service Delivery (Human Resources)

Target: To achieve an average of 90% in the delivery of human resource services within the target times.

Description of the change/s to be implemented.

To improve the timeliness of services delivered by Human Resources.

Major steps in introducing change.

1. Consult with Branches on process requirements.
2. Ensure all relevant information is gathered and available.
3. Monitor time taken on each process and take appropriate action.
4. Process information.

Timeframe for implementation

1. To be undertaken each time a classification, recruitment, selection or induction is conducted.

Strategy 3. Internal Customer Satisfaction

Target: To achieve a customer satisfaction level of 80%.

Description of the change/s to be implemented.

To adopt best practices for the improvement of customer satisfaction and to monitor that customer satisfaction.

Major steps in introducing change.

1. Customer Surveys:

- Identify target population of customers and representative group (if required).
- Conduct customer satisfaction survey six-monthly, using survey tool prepared by Market Equity.
- Analyse results after each survey conducted, and identify key areas to focus on for improvement.
- Develop and implement appropriate actions to address these key areas.
- Evaluate performance by looking for improvement in key areas when subsequent surveys are conducted.

2. Adopt recognised standards with regard to customer interaction (telephone response, written correspondence)

3. Continue to develop people skills to improve effectiveness of customer interaction (eg communication skills for negotiation and conflict resolution)

Timeframe for implementation

1. Surveys to be sent out six-monthly, at the end of September and March.

2. Results to be analysed and actions developed within four weeks of survey questionnaires being returned.

3. Other activities ongoing

Strategy 4 New Initiatives

Target: To implement 85% of new business systems and strategies planned.

Description of the change/s to be implemented.

Effective planning and prioritisation to be applied to the implementation of initiatives.

Major steps in introducing change.

1. Branch to identify new business systems or strategies to be implemented through the planning process, customer interaction or requests for work.

2. Project plan to be developed for each initiative to identify scope, deliverables and resources required.

3. Structure fortnightly team briefings to review progress

4. Develop teamwork to assist team members achieve deliverables

5. Branch to report on the progress of initiatives to be implemented, against number of initiatives agreed.

Timeframe for implementation

1. New business systems or strategies to be identified through 1998/99 planning process which is to be completed in accordance with the Corporate Planning timetable.

2. Other initiatives to be identified as part of ongoing work.

3. Branch to report at end of September, December, March and June on the progress of initiatives under implementation.

Strategy 5 Employee Flexibility and Development

Target: All employees less 1 to gain experience in one new process.

Description of the change/s to be implemented.

Employees at Reporting Levels 5 and 6 to gain a minimum of two weeks total experience in one process new to them, in order to enhance their career development, and increase the multi-skilled capacity within the Branch.

Major steps in introducing change.

1. Identify process which employee is to gain new experience, through the planning phase of their Performance Agreement or through ongoing work discussions.

2. Determine how and when employee is to gain the experience and document.

3. Employee to record the time they spend on the new process.

4. Branch to report quarterly on overall time spent by each employee on a new process.

Timeframe for implementation

1. Appropriate processes to be identified at time of planning phase of Performance Agreement, or through ongoing work discussions with employees.

2. Experience to be gained at time which fits with work planning and which maximises the benefit the employee gains from the experience.

3. Reports on time spent by each employee to be prepared at end of September, December, March and June.

Strategy 6 Financial Performance

Target: To achieve 99% of actual expenditure to current approved budget (excluding abnormals).

Description of the change/s to be implemented.

Regular analysis of the operating budget to be conducted, and this information to be discussed and used when making expenditure decisions.

Major steps in introducing change.

1. Quarterly reports on operating budget to be produced and distributed to employees.

2. Results to be discussed with all employees, and ways to reduce expenditure to be considered.

3. Where possible arrange work practices to maintain delivery of Branch services without additional "replacement" resources during team members periods of absence

Timeframe for implementation

1. Reports on operating budget to be available at end of September, December, March and June for discussion with all employees.

CLAUSE 12—PERFORMANCE MONITORING

All performance data will be calculated based on the same information sources and formula as the baseline data. Detailed working papers will be retained to substantiate reporting.

Members of the Executive Support / Human Resources, Planning & Development Division local area will be individually responsible for collecting and reporting performance in accordance with the schedule outlined in this Agreement.

Copies of the Agreement and all documentation relating to performance monitoring shall be made available to employees of the local area and the union parties.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure.

CLAUSE 14—INCENTIVE PAYMENT AND DISTRIBUTION

(A) The total Water Corporation Incentive Pool is determined by the methodology prescribed in Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997.

(B) Employees share of the Incentive Pool provided for in paragraph (A) is subject to the achievement of targets prescribed in Clause 10—Performance Measures and Targets and Clause 11- Strategies of this Agreement.

(C) The incentive payment awarded to this Local Area is to be distributed as an equal amount to each employee after tax, where the tax rate to be used in this calculation is based on each employee's gross income from the Water Corporation, and does not take into account any external interests which may result in a different tax bracket applying.

(D) The corporate guidelines for the payment of the prescribed performance incentive payments are to apply. (Refer to Appendix)

CLAUSE 15—SIGNATORIES

.....Signed.....

Acting Chief Executive Officer—Water Corporation

Dated: 22/ 7 / 98

.....Signed.....*Common Seal*

General Secretary

Civil Service Association of Western Australia Incorporated

Dated: 23/ 7 /98

APPENDIX**Guidelines for the payment of prescribed performance incentive payments under the Corporation Enterprise Agreement.**

These Guidelines apply equally to all Corporation Employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

Application of these guidelines is not mandatory.

Local Agreements may provide for different arrangements for entitlements to the incentive payments.

performance linked incentive payments

The \$ value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for two 12 month periods ending 30 June 1999 and 30 June 2000.

Each annual incentive payment comprises two components, one for the achievement of Corporate targets and the other for the achievement of local area targets.

Entitlement to these payments may be awarded to individuals on the basis of time worked in proportion to full-time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

Entitlement

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the the full term of the Local Agreement shall be entitled to a share based on time worked proportional to full-time.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share based on time worked proportional to full-time.
- Employees absent from duty on
 - leave without pay
 - parental leave
 - seconded to external agency

to have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments

- Corporation employees on contract as defined in Clause 3—Parties Bound.

- People working under a contract for service eg. an agency
- Vacational (student) employees
- Employees of other organisations seconded in to the Corporation *

* special circumstances may require a review in which case an entitlement will be determined by the majority of employees covered by this Local Agreement.

**WATER CORPORATION FINANCE AND
ADMINISTRATION DIVISION EXECUTIVE
SUPPORT TEAM LOCAL AGREEMENT 1998.
No. AG 215 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Civil Service Association of Western Australia
Incorporated

No. AG 215 of 1998.

Water Corporation Finance and Administration Division
Executive Support Team Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Finance and Administration Division Executive Support Team Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P.E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Finance and Administration Division Executive Support Team Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
 - CLAUSE 2 ARRANGEMENT
 - CLAUSE 3 PARTIES BOUND
 - CLAUSE 4 PRECEDENCE OVER AGREEMENTS
 - CLAUSE 5 TERM OF AGREEMENT
 - CLAUSE 6 NO FURTHER CLAIMS
 - CLAUSE 7 DEFINITIONS
 - CLAUSE 8 MISSION AND OBJECTIVES
 - CLAUSE 9 CRITICAL SUCCESS FACTORS
 - CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
 - CLAUSE 11 STRATEGIES
 - CLAUSE 12 PERFORMANCE MONITORING
 - CLAUSE 13 DISPUTE RESOLUTION PROCEDURE
 - CLAUSE 14 INCENTIVE PAYMENTS DISTRIBUTION
 - CLAUSE 15 SIGNATORIES
- APPENDIX A

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Finance and Administration Division Executive Support Team during the operation of this Agreement and also applies to and binds the following organisations—

Civil Service Association of Western Australia (Inc)
...(csa)

This Agreement will cover an estimated (6) employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a certified/registered agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed the Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) It has the approval of the Local Area General Manager, and
- (b) The potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) Agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- (d) Ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Finance and Administration Division Executive Support Team's Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**Local Area Results Report**” means the table which shows all the performance measures, targets, caps and relative weightings for each measure plus the results for each of the measurement periods.

“**Divisional Business Performance Report**” means the monthly report produced by the Management Accounting Branch which describes the various Key Performance Indicators and other measures used to define Divisional Business Performance.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to—

Be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Team's mission is to—

Provide a quality executive support function to the Finance & Administration Division which meets the needs of our customers and contributes to the efficient and effective management of their team.

Our Finance and Administration Executive Support Team's Objectives are to —

- * Influence the expectations of the Divisions internal and external customers

- * To make our clients our greatest advocates..
- * Provide 'value added' services to all our internal and external customers.
- * Manage the executive support budget and co-ordinate and report on the Divisional Budget.
- * Provide secretarial ,marketing, organisational and project support to the General Manager and Risk Manager.
- * Program manage, co-ordinate and report on Corporate, Divisional and Audit Projects
- * Quality assure Division's high level priority 1 output.
- * Co-ordinate and prepare Divisional Plan.
- * Facilitate the analysis and free flow of information.
- * Promote an environment to facilitate teamwork, employee satisfaction and Divisional pride.
- * Market the Division to all employees and internal and external customers.
- * Provide a financial planning consultancy to support Corporate decision making by applying specialist skills in quantitative and qualitative analysis and modelling of strategic financial issues.

Key Result Areas Supported by these objectives are—
Customer Service, Superior Financial Performance, Business Development, People and Information.

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Integration
- Speed
- Innovation
- Flexibility

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are

- Satisfy our customers
- Act with integrity
- Respect People
- Respect the environment
- Always do better

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

| Performance Areas | Key Measures | Past Performance | Threshold | Target | Cap |
|---|---|--|--|--|---|
| 1.Financial Performance - Operating budget | Finance and Administration Divisional annual expenditure as a percentage of approved budget. (Budget as approved by the General Manager excluding discretionary revenue .) | On budget | 100% of budget | 99% of budget | 98% of budget |
| 2.Program Management of Corporate Divisional and Audit Projects | Achievement of Project Milestones (Within divisional control). | 88% Milestones achieved | 88% Milestones achieved | 90% Milestones achieved | 95% Milestones achieved |
| 3.Develop Internal and External Customer Contact Programs | Establishment of program and development of reporting process. | No formalised Customer contact program. | 98/99 Customer contact program established | 4 Quarterly reports on customer contact program progress completed . | 99/00 Customer contact program established |
| 4.Divisional Performance Management Reporting. | Completion of Divisional Management Reports within 14 working days from 1st working day of the month. | Report completed within target period 80% of the time. | 100% Completed (Within 14 working days). | % of Managemnt Reports completed within 12 working days. Sliding scale of % (out of 12) of reports completed on or before 12 working days. | % of Management Reports completed within 11 working days.Sliding scale of % (out of 12) of reports completed = or < 11 working days 100% of target must be achieved before this cap is payable. |

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Finance and Administration Executive Support Team to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed. Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in clause 11, Strategies.

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10, Performance Measures and Targets.

Strategy 1. Financial Performance—Operating Budget

AIM: Divisional Annual operating expenditure to achieve local agreement budget target.

ACTIONS:

1. Prepare a monthly report on actual expenditure against budget
2. Communicate to the General Manager specific areas of concern.
3. Report to Divisional Lead Team on trends and budget variances.
4. Co-ordinate actions that may reduce expenditure as instructed by the Lead Team.

Strategy 2. Program Management of Corporate, Divisional and Audit Projects.

AIM: Improve the completion times of Corporate, and Divisional Projects.

ACTIONS:

1. Advise project managers of forthcoming monthly project milestones.
2. Encourage, support and review project milestone completion.
3. Report project progress to Divisional Lead Team, General Manager and Executive Team.
4. At project implementation, review project milestones to ensure all milestones are within Divisional control and achievable.
5. Develop an improved reporting procedure and program that reports number of project milestones completed on-time and individual Branch performance.

Strategy 3. Develop a Customer Contact Program.

AIM: Develop, Co-ordinate and Measure a pro-active Internal/External Customer Contact Program.

ACTIONS:

1. Liase with General Manager and Branch Managers to develop and co-ordinate a customer contact plan for 98/99.
2. Develop measurement criteria to determine program success and Branch comparisons.
3. Report progress to General Manager quarterly.

Strategy 4 Improve Divisional Business Performance Reporting.

AIM: To improve turnaround time for Divisional Business Performance Report.

ACTIONS:

1. Improve Business Performance Report preparation process.
2. Take over the data input process from Management Accounting.
3. Report turnaround performance on Finance and Administration performance reports.
4. Long term objective to continually reduce turnaround time.

CLAUSE 12—PERFORMANCE MONITORING

All performance data will be calculated based on the same information sources and formula as the baseline data. Detailed working papers will be retained to substantiate monthly or three monthly reporting as appropriate.

Members of the local area (Divisional Administrative Officer and Divisional Strategy Manager) will be individually responsible for collecting and reporting performance on a monthly or three monthly basis.

The Local Area Results Report will be updated within 15 working days of the close of each month or three monthly period and distributed to all members of the local area.

Copies of the Agreement and all documentation related to performance should be made available to employees and the union parties.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6 Dispute Resolution Procedure

CLAUSE 14—INCENTIVE PAYMENTS DISTRIBUTION

(A) The total Water Corporation Incentive Pool is determined by the methodology prescribed in Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997.

(B) Employees share of the Incentive Pool provided for in paragraph (A) is subject to the achievements of targets prescribed in Clause 10 Performance Measures and Targets and Clause 11 Strategies of this Agreement

(C) Distribution of the incentive payment to the Finance and Administration Executive Support Team employees covered by this Agreement shall be on the basis of equal shares to each employee provided that the guidelines attached at Appendix A will be applied where employees are engaged part time or who start and finish during the term of the Agreement.

CLAUSE 15—SIGNATORIES

.....Signed.....

Acting Chief Executive Officer, Water Corporation

Dated: 22/7/98

.....Signed.....**COMMON SEAL**

General Secretary

Civil Service Association of Western Australia Incorporated

Dated: 23/7/98

APPENDIX A

GUIDELINES FOR THE PAYMENT OF PERFORMANCE INCENTIVE PAYMENTS PRESCRIBED UNDER THE

CORPORATION CONDITIONS AGREEMENT 1997

These Guidelines apply equally to all Corporation Employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

Application of these Guidelines is not mandatory, as Local Agreements may provide for different arrangements for entitlements to the incentive payments.

Performance Linked Incentive Payments

The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for two 12 month periods ending 30 June 1999 and 30 June 2000.

Each annual incentive payment comprises two components, one for the achievement of Corporate targets and the other for the achievement of local area targets.

Entitlement to these payments may be awarded to individuals on the basis of time worked in proportion to the full-time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

Entitlement

- Employees engaged full-time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.

- Employees engaged part-time during the full term of the Local Agreement shall be entitled to a share based on time worked proportional to full-time.

- Employees who start or finish during the term of a Local Agreement shall be entitled to a share based on time worked proportional to full-time.

- Employees absent from duty on—
 - Leave without pay
 - Parental leave
 - Seconded to external agency

shall have the period of absence deducted in excess of 3 months.

- Categories not entitled to incentive payments
 - Corporation employees on contract as defined in Clause 3, Parties Bound.
 - People working under a contract for service, e.g. an agency.
 - Vacational (student) employees.
 - Employees of other organisations seconded into the Corporation.*

* Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.

**WATER CORPORATION FINANCE
AND ADMINISTRATION DIVISION
FACILITIES MANAGEMENT BRANCH
LOCAL AGREEMENT 1998.
No. AG 218 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Civil Service Association of Western Australia
Incorporated.

No. AG 218 of 1998.

Water Corporation Finance and Administration Division
Facilities Management Branch Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Finance and Administration Division Facilities Management Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Finance and Administration Division Facilities Management Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

| | |
|----------|----------------------------|
| CLAUSE 1 | TITLE |
| CLAUSE 2 | ARRANGEMENT |
| CLAUSE 3 | PARTIES BOUND |
| CLAUSE 4 | PRECEDENCE OVER AGREEMENTS |
| CLAUSE 5 | TERM OF AGREEMENT |

| | |
|------------|----------------------------------|
| CLAUSE 6 | NO FURTHER CLAIMS |
| CLAUSE 7 | DEFINITIONS |
| CLAUSE 8 | MISSION AND OBJECTIVES |
| CLAUSE 9 | CRITICAL SUCCESS FACTORS |
| CLAUSE 10 | PERFORMANCE MEASURES AND TARGETS |
| CLAUSE 11 | STRATEGIES |
| CLAUSE 12 | PERFORMANCE MONITORING |
| CLAUSE 13 | DISPUTE RESOLUTION PROCEDURE |
| CLAUSE 14 | INCENTIVE DISTRIBUTION |
| CLAUSE 15 | SIGNATORIES |
| APPENDIX A | |

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Water Corporation's Facilities Management Branch during the operation of this Agreement and also applies to and binds the following organisations—

Civil Service Association of Western Australia (Inc)
(csa)

This Agreement will cover an estimated (12) employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed the Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) It has the approval of the Local Area General Manager, and
- (b) The potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) Agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year; and
- (d) Ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“Agreement” means the Water Corporation Finance and Administration Division, Facilities Management Branch Local Agreement 1998.

“Corporation” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“Local Responsibility Centres” are the financial account categories of the Water Corporation's budget structure.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Branch Mission is to—

Be supportive and provide strategic direction for the management of supporting assets to align with the Water Corporation's objectives.

Our Branch Objectives are to—

- Direct and advise the Corporation in managing its assets (real estate, motor vehicles, plant, mobile phones and office buildings).
- Raise the Corporation’s awareness of the Branch’s supportive role in Corporate strategic asset management.
- Satisfy all relevant statutory and regulatory requirements.
- Foster a Branch environment of trust and employee empowerment.
- Encourage and provide opportunities for employee development of new skills and abilities in a learning environment.
- Work with our customers to understand their needs and assist them to build their business.

Key result areas supported by these objectives—

Customer Service, Financial Performance, Business Development, Environment, People, Assets, Information.

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility

- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate values are—

- Satisfy our customers
- Respect people
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Finance and Administration Division Facilities Management Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11—Strategies.

| Performance Areas | Key Measures | Weight Factor | Past Performance | Threshold | Target | Cap |
|--|---|---------------|------------------|-----------|--------|-----|
| 1. Financial Performance Operating Budget. | Expenditure as a percentage of approved budget, where approved budget means the level of funding approved by the General Manager Finance & Administration & discretionary revenue is excluded. Local responsibility centres:- 29010 Facilities Management Branch Management 29020 Support Assets 29040 John Tonkin Water Centre 29050 Transport Pool | 20% | Over budget | 100% | 99% | 98% |
| 2. Customer satisfaction external to Finance & Administration Division with Facilities Branch’s performance. | % of satisfied customers. The final measure is to be the average of the result of quarterly surveys. | 20% | 61% | 62% | 65% | 70% |
| 3. Information turnaround to our customers. | % of requests for action or information responded to by date agreed with customers. To include written monthly Facilities Management Branch reports to General Manager Finance & Administration. A threshold of 75 enquiries over the period to be obtained. | 20% | 88% | 88% | 90% | 92% |
| 4. Increased business percentage usage of motor vehicles. | The average over the year % of business usage of vehicle. | 20% | 68% | 75% | 80% | 88% |
| 5. Increased utilisation of discount air fares. | % of discount air fares to full air fares. | 20% | 47% | 65% | 75% | 82% |

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10—Performance Measures and Targets.

1. Financial Performance Operating Budget

AIM: Annual operating expenditure to be equal to or below approved budget.

ACTIONS—

1. Create a culture of staff ownership and responsibility for their budget and expenditure.
2. The respective Managers of budgets to report at the fortnightly Branch meetings.
3. Aggregated total Branch budget to be reported on at the fortnightly meetings.

2. Customer satisfaction external to Finance & Administration Division with Facilities Branch’s performance

AIM: To improve customer satisfaction by conducting quarterly Internal Customer Satisfaction Survey.

ACTIONS—

1. Introduce and provide staff development in the areas of; customer service, presentation, marketing, customer satisfaction and close out.
2. Provide training and awareness program for customers to understand Branch products and services.

3. Relevant Branch personnel to meet with customers on a regular basis.

4. Implement changes resulting from customer feedback.

NOTE: System Art Customer Satisfaction Software developed by Market Equity has been used to set the Baseline and will be used to measure satisfaction during the period of the Agreement.

3. Information turnaround to our customers

AIM: To improve percentage of requests for action or information responses within an agreed timeframe with customer.

ACTIONS—

1. Implement a system for requests—
 - to be logged
 - target dates for completion to be agreed
 - completion dates recorded
 for customers of the Facilities Management Branch.
2. Appoint a custodian of performance measure
3. Collect data over a period of a week each month. Custodian to inform and issue data collection enquiry forms to staff at Branch meeting preceding the beginning of the month. Performance results to be discussed at following Branch meeting.

4. Increased business percentage usage of motor vehicles

AIM: To improve the ratio of private kilometres to business kilometres travelled by conducting an analysis of the annual Fringe Benefits Tax Log Book.

ACTIONS—

1. Analysis of current fleet usage. Any unit not achieving 15,000 kilometres Business Usage will not be replaced.
2. Greater use of Part Private Allowance. The breakeven point for the Corporation allows for the payment to an employee of approximately 10,000 kilometres.
3. Emphasis on the use of public transport for short distance/long duration trips.

The above measures will lead to a reduction in fleet numbers therefore increasing overall business usage percentage assuming the total kilometres travelled is similar.

5. Increased utilisation of discount air fares

AIM: Increase percentage of discount fares access over the total number of air fares.

ACTIONS—

1. Production and distribution of monthly data to divisions indicating past performance. Benchmarking against industry as well as other divisions within the Corporation. Educating divisions on the type and magnitude of discount fares available.

CLAUSE 12—PERFORMANCE MONITORING

Working papers will be retained in a centrally nominated point to substantiate the reporting. Individual members will be responsible for their monthly input.

Copies of the Agreement and all documentation going to performance should be made available to employees and the union parties.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure.

CLAUSE 14—INCENTIVE DISTRIBUTION

Employees are entitled to a share of an incentive payment according to Clause 3.11 LUMP SUM AND INCENTIVE PAYMENTS of the Water Corporation Conditions Agreement, 1997. The incentive payment available will be distributed equally as a flat dollar amount amongst all employees covered by the Agreement. A proportion of the incentive payment shall be distributed for employees engaged part time or who start and finish during the term of the Agreement, according to guidelines contained in Appendix A.

CLAUSE 15—SIGNATORIES

.....signed.....

Acting Chief Executive Officer

Water Corporation

Dated: 22/7/98

.....signed..... *Common Seal*

General Secretary

Civil Service Association of

Western Australia Incorporated

Dated: 23/7/98

APPENDIX A

GUIDELINES FOR THE PAYMENT OF
PERFORMANCE INCENTIVE PAYMENTS
PRESCRIBED UNDER THE CORPORATION
CONDITIONS AGREEMENT 1997

These Guidelines apply equally to all Corporation employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

Application of these Guidelines is not mandatory, as Local Agreements may provide for different arrangements for entitlements to the incentive payments.

Performance Linked Incentive Payments

The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for two 12 month periods ending 30 June 1999 and 30 June 2000.

Each annual incentive payment comprises two components, one for the achievement of Corporate targets and the other for the achievement of local area targets.

Entitlement to these payments may be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

Entitlement

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees who start or finish during the term of a Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees absent from duty on—
 - leave without pay
 - parental leave
 - seconded to external

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

- Categories not entitled to incentive payments—
 - Corporation employees on contract in as defined in Clause 3 Parties Bound.
 - People working under a contract for service, e.g. an agency.
 - Vacational (student) employees.
 - Employees of other organisations seconded into the Corporation*

* *Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.*

**WATER CORPORATION FINANCE AND
ADMINISTRATION DIVISION MANAGEMENT
ACCOUNTING BRANCH LOCAL AGREEMENT
1998.**

No. AG 217 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia
Incorporated.

No. AG 217 of 1998.

Water Corporation Finance and Administration Division
Management Accounting Branch Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Finance and Administration Division Management Accounting Branch Local

Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

[L.S.] (Sgd.) P. E. SCOTT,
Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Finance & Administration Division, Management Accounting Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 PERFORMANCE MONITORING
- CLAUSE 13 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 14 INCENTIVE PAYMENTS AND DISTRIBUTION
- CLAUSE 15 SIGNATORIES

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Finance & Administration Division, Management Accounting Branch during the operation of this Agreement and also applies to and binds the following organisation—

CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA (INC) (CSA)

This Agreement will cover an estimated (11) employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered / certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed the Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) It has the approval of the Local Area General Manager, and
- (b) The potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) Agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- (d) Ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases

sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Finance & Administrative Division, Management Accounting Branch Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**Local area results report**” means a status report showing actual performance achieved against agreed measures and targets contained at Clause 10—Performance Measures and Targets.

“**Branch reporting pack**” means a reporting mechanism developed for the purpose of reporting branch management information to branch members.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and wastewater services.

Our Branch Mission is to—

Deliver quality management accounting services to our clients and be recognised by them as a centre of excellence on Corporate management accounting.

Our Branch Objectives are to—

- Ensure that the Board, senior management and external parties are provided with appropriate, timely and accurate financial and non-financial information to enable them to better assess the state of the business.
- Develop and maintain a corporate framework for effective cost analysis of existing and new activities, to support corporate and line management in assessing the true costs.
- Assist the Corporation to efficiently and effectively plan the level of operational funding required to achieve agreed outcomes determined by the planning process.
- Continuously monitor revenue and expenditure against agreed budgets to ensure effective Corporate budgetary control.
- Facilitate optimum performance by maintaining a safe, healthy and enjoyable working environment for branch employees.
- Foster strong two-way communication with management at all levels, to facilitate a regular exchange of ideas and information.

(Key Result Areas and Key Support Areas supported by these objectives—

Customer Service, Financial Performance, People (KSA) and Information (KSA).

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are—

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Finance & Administrative Division's, Management Accounting Branch to achieve a target contained in this clause,

the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.

Strategies for achieving the performance measures and targets contained in this clause are prescribed in Clause 11—Strategies.

| Performance Areas | Key Measures | Weight Factor | Past Performance | Threshold | Target | Cap |
|---|---|---------------|---|---|---|---|
| 1. Branch operating budget | Expenditure as a percentage of approved budget*. * for the purposes of this indicator, approved budget means the level of funding approved by the General Manager Finance & Administration. | 20 | - 4.9% (below budget) | 0 (equals budget) | - 1% (below budget) | - 2% (below budget) |
| 2. Business Performance Management reporting | Percentage of reports delivered to General Managers within scheduled time*. * scheduled time is 10:00am on Thursday, the week before the Board meeting. | 25 | 44% | 75% of reports delivered to General Managers by 10:00am on Thursday, the week before the Board meeting | 80% of reports delivered to General Managers by 10:00am on Thursday, the week before the Board meeting | 90% of reports delivered to General Managers by 10:00am on Thursday, the week before the Board meeting |
| 3. Project Management | Percentage of milestones achieved for corporate, divisional and branch projects. | 15 | 87.5% | 88% | 90% | 95% |
| 4. Consultancy Advice (minimum of 15 responses to client surveys provided during the financial year) | Percentage of internal clients satisfied with formal consultancy advice*. * formal consultancy advice relates to tasks generally requiring a minimum of one person-day. A specially designed survey form will be used to assess client satisfaction at the conclusion of each project. Satisfaction will be assessed using a 6-point satisfaction rating. | 15 | - | 4.0 average (on a 6-point satisfaction rating) | 4.5 average (on a 6-point satisfaction rating) | 4.8 average (on a 6-point satisfaction rating) |
| 5. Customer Satisfaction | Percentage of customers satisfied with Management Accounting products and processes*. * Market Equity designed customer surveys will be conducted quarterly, on a rotational basis, for the following branch services & processes: Annual report; cost accounting advice; Business Performance Management reports; operating budget cycle and systems support. | 25 | 4.6 average (on a 7-point satisfaction rating) | 4.6 average (on a 7-point satisfaction rating) | 5.0 average (on a 7-point satisfaction rating) | 5.2 average (on a 7-point satisfaction rating) |

CLAUSE 11—STRATEGIES

The following strategies support the performance measures and targets prescribed in Clause 10—Performance Measures and Targets.

Strategy 1—Branch Operating Budget

Aim: Contain the level of Branch expenditure within approved operating budget.

Actions—

- Monthly monitoring of operating expenditure against budget.
- Review of forecast end of year results in line with corporate review timetable.
- Provide monthly reports to branch members.
- Branch staff to actively seek ways of reducing controllable costs.

Timeframe for Implementation—

- Set up expenditure monitoring and reporting system by July 1998

Strategy 2—Business Performance Management Reporting

Aim: Reduce the time taken to produce Business Performance Management reports.

Actions—

- Review reporting process documentation.
- Identify process problems (bottlenecks) and opportunities for improvement.
- Set up standard timetables with deadlines indicated for individual information providers.
- Establish service level agreements with information providers.
- Maximise automation of data extraction and entry.
- Ensure that developers of new systems adequately cater for reporting needs.
- Conduct close out (post mortems) after each report.
- Survey major clients, to ensure reports continue to meet their needs.

Timeframe for Implementation—

- Phase 1 process documentation by July 1998. Phase 2 by February 1999.
- Phase 1 identify process problems and opportunities for improvement by September 1998. Phase 2 by April 1999.

- Set up standard timetables by July 1998.
- Establish service level agreements by September 1998.
- Maximise automation process by May 1999.
- Survey major clients in January 1999.

The timeframes indicated by Phases 1 & 2 above, relate to the pre and post implementation for major computer systems replacement planned for November 1998.

Strategy 3 — Project Management

Aim: Improve Project Management

Actions—

- Develop project management system
- Develop written project plans, indicating milestones for projects estimated to have a duration of greater than 3 days.
- Regularly monitor and report progress against project milestones.

Timeframe for Implementation—

- Project management system to be in place by July 1998.

Strategy 4 — Consultancy Advice

Aim: Maintain a high level of client satisfaction with formal consultancy advice.

Actions—

- Establish procedures and documentation.
- Utilise written agreements for all consultancy advice requests estimated to have a duration of greater than one person-day.
- Maintain regular client contact throughout the life of the consultancy advice.
- Complete a client satisfaction survey at the end of each formal consultancy advice.
- As a result of client feedback, institute action to improve processes as required.

Timeframe for Implementation—

- Procedures and documentation to be in place by July 1998.

Strategy 5 — Customer Satisfaction

Aim: To be known and recognised as a centre of excellence in management accounting issues.

Actions—

- Conduct quarterly customer surveys, on customer attitudes to management accounting services and processes.
- Actively promote an understanding of financial results to divisions and regions.
- Actively analyse the business and provide advice and recommendations to improve the business.
- Actively market the services of the Management Accounting Branch.
- Improve branch members professional expertise and knowledge.
- Maintain a broad network of internal and external contacts.
- Conduct regular training programs on management accounting issues.
- Institute regular visits to clients.

Timeframe for Implementation—

- Commence customer surveys in July 1998.

CLAUSE 12—PERFORMANCE MONITORING

Performance data will be calculated on the same information sources and formula as the baseline data.

The baseline for the client satisfaction measure has been established on the basis of a satisfaction rating considered better than acceptable performance. No past performance data is available for this performance measure. Client satisfaction with formal consultancy advice will be assessed utilising a custom designed 6-point satisfaction rating survey form.

A schedule will be distributed detailing those members of the local area, individually responsible for collecting data in relation to the performance measures at Clause 10—Performance Measures and Targets.

Data for each performance measure will be forwarded to the Branch Administrative Officer after the end of each month. The local area results report will be updated within 10 days of the end of each month and distributed to all members of the local area via the branch reporting pack.

Copies of the Agreement and all documentation going to performance should be made available to employees and the union parties.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

The procedure prescribed in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure shall apply to this Agreement.

CLAUSE 14—INCENTIVE PAYMENTS AND DISTRIBUTION

(a) The total Water Corporation Incentive Pool is determined by the methodology prescribed in Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997.

(b) Employees share of the Incentive Pool provided for in paragraph (a) is subject to the achievement of targets prescribed in Clause 10—Performance Measures and Targets and Clause 11—Strategies of this Agreement.

(c) The incentive payment awarded is to be distributed equally to employees in the Local Area in before tax dollars.

(d) Guidelines for the payment of performance incentive payments prescribed under the Water Corporation Conditions Agreement 1997 apply to the Local Area. These Guidelines apply equally to all Corporation employees and are intended to ensure that entitlements to incentive payments are fair and equitable. Application of these Guidelines is not mandatory, as Local Agreements may provide for different arrangements for entitlements to the incentive payments.

(e) PERFORMANCE LINKED INCENTIVE PAYMENTS

The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for two 12 month periods ending 30 June 1999 and 30 June 2000.

Each annual incentive payment comprises two components, one for the achievement of Corporate targets and the other for the achievement of local area targets.

Entitlement to these payments may be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

(f) ENTITLEMENT

- Employees engaged full-time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part-time during the full term of the Local Agreement shall be entitled to a share based on time worked proportional to full-time.
- Employees who start or finish during the term of a Local Agreement shall be entitled to a share on time worked proportional to full-time.
- Employees absent from duty on —
 - leave without pay
 - parental leave
 - seconded to external agency

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and in excess of 3 months.

Categories not entitled to incentive payments—

- Corporation employees on contract as defined in Clause 3—Parties Bound
- People working under a contract for service, e.g. an agency
- Vacational (student) employees
- Employees of other organisations seconded into the Corporation

Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.

CLAUSE 15—SIGNATORIES

..Signed.....
 Acting Chief Executive Officer—Water Corporation
 Dated: 22/7/98
 ..Signed.....**Common Seal**
 General Secretary
 Civil Service Association of Western Australia Incorporated
 Dated: 23/7/98

**WATER CORPORATION FINANCIAL SERVICES
BRANCH LOCAL AGREEMENT 1998.
No. AG 219 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Civil Service Association of Western Australia
Incorporated.

No. AG 219 of 1998.

Water Corporation Financial Services Branch Local
Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Financial Services Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P.E. SCOTT,

[L.S.] Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Financial Services Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

CLAUSE 1—TITLE

CLAUSE 2—ARRANGEMENT

CLAUSE 3—PARTIES BOUND

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

CLAUSE 5—TERM OF AGREEMENT

CLAUSE 6—NO FURTHER CLAIMS

CLAUSE 7—DEFINITIONS

CLAUSE 8—MISSION AND OBJECTIVES

CLAUSE 9—CRITICAL SUCCESS FACTORS

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

CLAUSE 11—STRATEGIES

CLAUSE 12—LOCAL ARRANGEMENTS

CLAUSE 13—PERFORMANCE MONITORING

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

CLAUSE 15—INCENTIVE DISTRIBUTION

CLAUSE 16—SIGNATORIES

APPENDIX A—GUIDELINES FOR PAYMENT

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Financial Services Branch during the operation of this Agreement and also applies to and binds the following organisation—

- the Civil Service Association of Western Australia Inc (CSA)

This Agreement will cover an estimated 30 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed the Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- it has the approval of the Local Area General Manager, and
- the potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Financial Services Branch Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**Local Area Results Report**” means a report to employees covered by this Agreement setting out the achievements in satisfying the Performance Measures and Target contained in Clause 10 of this Agreement

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Branch Mission is to—

Create exceptional value for our clients by understanding, and responding to, their business needs.

Our Branch Objectives are to—

- Enhance, support and provide training for users of business systems, processes and policies.
- Provide access to accurate financial information in a timely and responsive manner.
- Enabling and processing of payments to be made in a timely manner.
- Continue clean sign off by external auditors of year end financial statements.
- Actively support implementation of new financial computer systems.
- Ensure legacy financial systems meet organisational needs during transition period until new ones are in place.
- Create an exciting, friendly and rewarding environment for all employees.
- Attract, retain and develop quality staff.

9. Make our clients our greatest advocates.
 10. Be recognised as achieving best practice in financial services.

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

external focus
 speed
 flexibility
 integration
 innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are—

satisfy our customers
 respect people
 always do better
 act with integrity
 respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

| Performance Areas | Key Measures | Past Performance | Threshold | Target | Cap |
|---|---|--|--|---|---|
| 1. Financial Performance - Operating budget | Branch annual expenditure compared to budget as approved by General Manager - Finance & Administration excluding corporate charges. | On budget | 100% of budget | 99% of budget | 98% of budget |
| 2. Client Satisfaction - within Water Corporation but external to Finance & Administration Division | Internal client survey | Base satisfaction Level of 68%, based on April 98 client survey | Base level of 68% | Client Satisfaction levels averaging 71% based on two client surveys taken 6 months apart | Client Satisfaction levels averaging 74% based on two client surveys taken 6 months apart |
| 3. Consulting to Water Corporation | Benefits to Water Corporation as confirmed by the General Manager Finance and Administration | Nil, a new initiative. | \$200,000 of confirmed benefits | Confirmed benefits equal to Threshold plus 25% | Confirmed benefits equal to Threshold plus 50% |
| 4. Service delivery (See Disaggregate Measure) | Consolidation of established Branch Performance Measures and Targets | See Disaggregate Measure | See Disaggregate Measure | See Disaggregate Measure | See Disaggregate Measure |
| 5. Information turnaround | % of requests for action or information responded to by date specified or within 21 days of receipt | 58% of all information requests finalised within 21 days or agreed timeframe | 67% of all information requests finalised within 21 days or agreed timeframe | 80% of all information requests finalised within 21 days or agreed timeframe | 90% of all information requests finalised within 21 days or agreed timeframe |

SERVICE DELIVERY PERFORMANCE MEASURES AND TARGETS—DISAGGREGATE MEASURE

| Performance Areas | Key Measures | Past Performance | Threshold | Target | Cap |
|---|---|---|--|--|--|
| 4.1 Closure of General Ledger | Number of times General Ledger closes within 1.5 working days after the end of a period | 84% of occasions general Ledger closes 1.5 working days after end of a period | 84% of occasions general Ledger closes 1.5 working days after end of a period | 92% of occasions general Ledger closes 1.5 working days after end of a period | 100% of occasions general Ledger closes 1.5 working days after end of a period |
| 4.2 Preparation of financial statements | Number of days taken to complete Draft Annual financial statements | Target of draft statements prepared in 10 working days after close of the financial year achieved | Draft annual financial statements completed 10 working days after the close of the financial year | Draft annual financial statements completed 9 working days after the close of the financial year | Draft annual financial statements completed 8 working days after the close of the financial year |
| | Number of days taken to complete Draft half year financial statements | Target of draft statements prepared in 14 working days achieved after close of reporting period | Draft half year financial statements completed 14 working days after the close of the reporting period | Draft half year financial statements completed 13 working days after the close of the reporting period | Draft half year financial statements completed 12 working days after the close of reporting period |
| 4.3 Completion of Reconciliations | Percentage of Reconciliations completed within 10 days of close of general Ledger | On average 77% of all reconciliations completed within 10 days of close of General Ledger | 77% of all Reconciliations completed within 10 working days of close of General Ledger | 80% of all Reconciliations completed within 10 working days of close of General Ledger | 85% of all Reconciliation s completed within 10 working days of close of General Ledger |
| 4.4 Certification of Invoices | No of times 90% of all invoices certified within 21 days of receipt | 53% of occasions, 90% of all invoices certified within 21 days of receipt | 55% of occasions, 90% of all invoices certified within 21 days of receipt | 60% of occasions, 90% of all invoices certified within 21 days of receipt | 65% of occasions, 90% of all invoices certified within 21 days of receipt |

If a Performance Measure and Target is achieved between the Threshold and Target or between the Target and Cap, then any incentive payment shall be apportioned in the same proportion as the performance measure exceeds either the Threshold or the Target.

The relative weighting to be given to each Performance Measure and Target is detailed in the Local Area Results Report.

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Financial Services Branch to achieve the Performance Measures and Targets contained in this clause, the parties shall confer to consider whether the Performance Measure and/or Target should be changed or deleted and whether the relative weightings should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this clause are contained in Clause 11—Strategies.

CLAUSE 11—STRATEGIES

The following Strategies support the Performance Measures and Targets contained in Clause 10—Performance Measures and Targets.

Strategy 1—Financial Performance—Operating Budget AIM—

Net of annual expenditure and discretionary revenue items to be equal to or below budget, whilst achieving the outcomes on which the budget is predicated.

ACTIONS—

1. Communicate to staff assumptions/activities underlying budget expenditure.
2. Communicate types of actions that may reduce expenditure.
3. Encourage staff to identify areas for reducing costs.
4. Report to all staff on a monthly basis actual against budget.

Strategy 2—Client Satisfaction

AIM—

To improve client satisfaction.

ACTIONS—

1. Provide client service and communication information and education to all staff.
2. Provide training and awareness workshops for clients to understand Branch services.

3. Management and staff to go out and meet with clients on a regular basis.
4. Implement changes resulting from client feedback.
5. Develop survey and communication procedures.
6. Establish benchmarks.

Strategy 3—Consulting to Water Corporation

AIM—

To provide a consulting service to Water Corporation to improve profitability.

ACTIONS—

1. Analyse financial performance of all segments in Corporation to identify underperforming areas.
2. Provide full analysis and advice to Managers on how to improve business performance.
3. Assist in implementation of improvement recommendations.
4. Market this service across Corporation.

Strategy 4—Service Delivery

AIM—

To meet 100% of service delivery targets

ACTIONS—

1. Communicate to all staff service delivery targets in their area of influence.
2. Ensure that staff establish Strategies and Aims to achieve service delivery targets
3. Ensure staff understand how they can influence performance.
4. Report service delivery results to all staff on a monthly basis.

Strategy 5—Information Turnaround

AIM—

To improve information turnaround times.

ACTIONS—

1. Implement simple but effective monitoring system.
2. Identify and eliminate any bottlenecks to taking action or providing information.
3. Report to all staff performance on a monthly basis.

CLAUSE 12—LOCAL ARRANGEMENTS

The span of hours for all staff shall be 6am to 7pm Monday to Friday. Staff have complete flexibility to arrange their working hours, in conjunction with the mutual agreement of their supervisor, to best meet the needs of their clients. Payment shall be for a 38 hour week, unless payment for overtime hours has been approved.

CLAUSE 13—PERFORMANCE MONITORING

All performance data will be calculated based on the same information sources and formula as the baseline data. Detailed working papers will be retained to substantiate monthly reporting.

Members of the local area will be individually responsible for collecting and reporting performance on a monthly basis

The Local Area Results Report shall be updated within 10 working days of the close of each month and distributed to all employees covered by this Agreement.

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure.

CLAUSE 15—INCENTIVE PAYMENTS AND DISTRIBUTION

(A) The total Water Corporation Incentive Pool is determined by the Methodology prescribed in Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997.

(B) Employees share of the Incentive Pool provided for in paragraph (A) is subject to the achievements of targets prescribed in Clause 10 Performance Measures and targets and Clause 11 Strategies of this Agreement.

(C) Distribution of the incentive payment to employees covered by this Agreement shall be on the basis of equal shares,

calculated before tax, provided that the guidelines attached at Appendix A will be applied where employees are engaged part time or who start and finish during the term of this Agreement.

(E) Employees, if they so elect, can take any incentive payment payable under this clause on a salary package basis in terms of Clause 5.8 Salary Packaging of the Water Corporation Conditions Agreement 1997.

CLAUSE 16—SIGNATORIES

..... Signed
Acting Chief Executive Officer, Water Corporation
Dated: 22/7/98

.... Signed *Common Seal*
General Secretary
Civil Service Association of Western Australia Incorporated.
Dated: 23/7/98

APPENDIX A

GUIDELINES FOR THE PAYMENT OF PERFORMANCE INCENTIVE PAYMENTS PRESCRIBED UNDER THE WATER CORPORATION CONDITIONS AGREEMENT 1997

These Guidelines apply equally to all Corporation employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

Application of these Guidelines is not mandatory, as Local Agreements may provide for different arrangements for entitlements to the incentive payments.

PERFORMANCE LINKED INCENTIVE PAYMENTS

The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for two 12 month periods ending 30 June 1999 and 30 June 2000.

Each annual incentive payment comprises two components, one for the achievement of Corporate targets and the other for the achievement of local area targets.

Entitlement to these payments may be awarded to individuals on the basis of the time worked in proportion to full time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

ENTITLEMENT

- Employees engaged full-time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share of the incentive payment based on time worked proportional to full time.
- Employees who either start or finish during the term of a Local Agreement shall be entitled to a share of the incentive payment based on time worked proportional to full time.
 - Employees absent from duty on—
 - leave without pay;
 - parental leave; or
 - seconded to an external agency;

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is both continuous and in excess of 3 months.

Categories of employees not entitled to incentive payments—

- employees in managerial positions who are or become parties to common law contracts;
- people working under contract for service, eg an agency;
- vacation (student) employees; and
- employees of other organisations seconded into the Corporation¹

**WATER CORPORATION GOLDFIELDS REGION
LOCAL AGREEMENT 1998.
No. AG 192 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Australian Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous Workers Division, Western
Australian Branch and Others.

No. AG 192 of 1998.

Water Corporation Goldfields Region Local Agreement
1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms S Ellery on behalf of The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch, Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, Mr G Sturman on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch and Mr J Murie on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering Electrical Division, WA Branch, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Goldfields Region Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Goldfields Region Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 LOCAL ARRANGEMENTS
- CLAUSE 13 PERFORMANCE MONITORING
- CLAUSE 14 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 15 INCENTIVE PAYMENTS AND DISTRIBUTION
- CLAUSE 16 SIGNATORIES
- Appendix A Guidelines for the Payment of Performance Incentive Payments
- Appendix B Local Area Results Report—Goldfields Region

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of

the Corporation's Goldfields Region Local Agreement 1998 during the operation of this Agreement and also applies to and binds the following organisations—

Under Part VI B of the Workplace Relations Act 1996 in respect of—

- THE AUSTRALIAN LIQUOR, HOSPITALITY AND MISCELLANEOUS WORKERS UNION, MISCELLANEOUS DIVISION, WA BRANCH; AND
- THE AUSTRALIAN WORKERS UNION, FOR THOSE CLASSIFICATIONS PRESCRIBED IN CLAUSE 1.3 OF THE WATER CORPORATION PAY AND ALLOWANCES AGREEMENT 1997.

Under Section 41 of the Industrial Relations Act 1979 in respect of—

- THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA (INC); AND
- THE AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION OF WORKERS, WESTERN AUSTRALIAN BRANCH; AND
- THE AUSTRALIAN LIQUOR, HOSPITALITY AND MISCELLANEOUS WORKERS UNION, MISCELLANEOUS DIVISION, WA BRANCH FOR CLASSIFICATIONS PRESCRIBED IN CLAUSE 1.3—PARTIES BOUND OF THE WATER CORPORATION PAY AND ALLOWANCES AGREEMENT 1997.

This Agreement will cover an estimated **50** employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered / certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed this Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) it has the approval of the Local Area General Manager, and
- (b) the potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- (d) ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Goldfields Region Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

The Goldfields Region's Mission is to—

To conduct a successful business providing quality water and wastewater services to customers within the Goldfields areas, to enhance their lifestyle and to support the future development of the Region.

Our Region's objectives are to —

- Achieve excellence in customer service.
- Attain superior commercial performance
- Deliver business development and growth
- Maintain a safe and fulfilling working environment for our people.
- Maintain the delivery of employee training and development to provide an efficient workplace.
- Maintain effective environmental performance

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed

- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Values are

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

| | INDICATOR | MEASURE | CURRENT PERFORMANCE | LONG TERM TARGET (YEAR 3) | YEAR 1 CAP | YEAR 1 TARGET | THRESHOLD | WEIGHTING |
|---|--|---|--|---------------------------|-------------------------|---------------------|--------------------------------------|-----------|
| 1 | Customer Satisfaction <i>(See Note 1)</i> | % of customers extremely, very or quite satisfied <i>(For Questions appropriate to the Regions 'area of influence')</i> | From May 1998 Market Equity Customer Contact Survey | 90% | <i>(See Note 1)</i> | <i>(See Note 1)</i> | May 98 Survey <i>(See Note 1)</i> | 25 |
| 2 | Financial Performance | The total of Operating, Support and Reimbursement Expenditure, less Reimbursement Revenue, compared to the approved budget <i>(See Note 2)</i> | 100% | 97% | 99% | 100% | 100% | 25 |
| 3 | Business Growth/Improvement <i>(See Note 3)</i> | No of ideas for new business and business improvements accepted for further consideration by the Region Committee | 10 | 23 | 23 | 20 | 15 | 20 |
| 4 | Safety Performance | Worksafe Plan Audit. % compliance in the 5 Key Elements | From April 1998 audit <i>(49.8% for April 98 audit)</i> | 80% | 72% | 65% | 60% | 20 |
| 5 | Development & Improvement Matrix (Process Management) <i>(See Note 4)</i> | Independently audited assessment of Stage reached | Confirmed by an external auditor | Stage 6 | 20% achieved next Stage | 2 Stage shift | Current Stage | 10 |

- In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Goldfields Region to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.
- Strategies for achieving the Performance Measures And Targets contained in this Clause are prescribed in Clause 11, Strategies

Note 1—Customer Satisfaction

- The *Threshold* will be our baseline score as at May 98.
- The *Target* will be—
 - baseline plus 7% (if baseline is ≤60).
 - baseline plus 6% (if baseline is 61 to 70).
 - baseline plus 5% (if baseline is 71 to 80).
 - baseline plus 3% (if baseline is 81 to 90).
 - baseline plus 1% (if baseline is > 90).
- The *Cap* will be—
 - baseline plus 8% (if baseline is ≤60).
 - baseline plus 7% (if baseline is 61 to 70)
 - baseline plus 6% (if baseline is 71 to 80)
 - baseline plus 4% (if baseline is 81 to 90)
 - baseline plus 1% (if baseline is > 90).

Note 2—Financial Performance

- Excluded from this measure are—
 - initiatives, cost of accounting practices imposed on the Region and not allowed for in the approved budget. (ie. outside the control of the Region).
 - costs attributed to significant abnormal or unforeseen major incidents of an operational nature, such as failure of major assets
 - expenditure on extraordinary items not included in the approved budget.

All exclusions are to be determined at the end of the period of the agreement, based on documented evidence and agreed by the General Manager

Note 3—Business Growth/Improvement

The proposed process is as Attachment 1

In reviewing Business Growth and Improvement ideas, the Region New Business & Business Improvements Committee will assess the potential of the ideas using guidelines that will

require that the idea generated must have the potential to improve the Regions profitability, prior to being accepted.

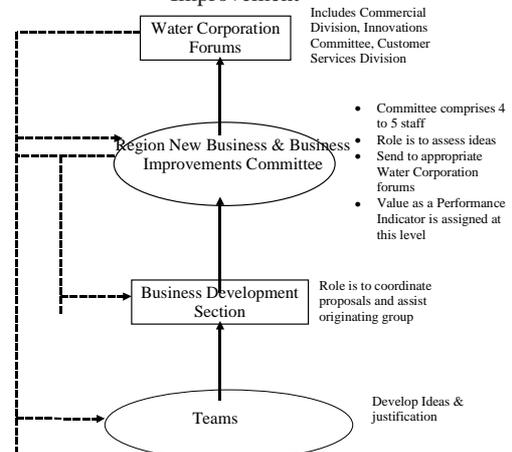
Note 4—Development & Improvement Matrix

Development And Improvement Matrix—Column 7 Process Management—Refer to Attachment 2

Attachment 1

Note 3

BUSINESS IMPROVEMENT STRATEGY
Process for
Developing Ideas for New Business and Business Improvement



- Notes:
1. An idea may start and proceed from any point
 2. Feedback to Region Committee and originating group (Team, Business Development Section, Region Committee)

Attachment 2

WATER CORPORATION DEVELOPMENT AND IMPROVEMENT MATRIX

| BUSINESS IMPERATIVE STAGES | 1 | 2 | 3 | 4 | 5 | | 6 | 7 | 8 |
|---|--|--|--|---|--|--|--|---|--|
| | CUSTOMER FOCUS | BUSINESS ALLIANCES | COMMERCIAL PERFORMANCE | PLANNING | VALUING OUR PEOPLE | | MANAGEMENT BY INFORMATION & KNOWLEDGE | PROCESS MANAGEMENT | PERSONAL LEADERSHIP |
| | | | | | LEARNING & SKILL ATTAINMENT | WORK ENVIRONMENT & INVOLVEMENT | | | |
| 7 EXCELLENCE | Our customers are advocates of our organisation. We constantly focus on our customers & their customers. We work together as partners. | Partnerships with contractors, suppliers & internal groups enhance organisational performance in meeting customer expectations. | Our whole Corporate culture & performance is defined & measured by the achievement of commercial objectives. | Our planning is relevant, timely and facilitates action that delivers exceptional performance. The process of improvement is systematic and regular activities are carried out at all levels. | Our people are active advocates of our learning organisation. | Our people are committed to our vision & are working in an environment which supports & empowers them to continuously improve our processes, products/services. | All decisions are made based on knowledge and information to ensure business success. | Achieving incremental and breakthrough improvement are part of everyday work. Our systems are recognised as capable of achieving our objectives. | I am recognised as a leader through modelling values, inspiring shared vision and aligning personal & organisational goals. |
| 6 SEEKING EXCELLENCE | Customers express delight because we have anticipated and influenced their wants. | Long term mutually beneficial relationships are in place with our preferred partners. | We consistently seek to establish competitive advantage, gain market share and foster innovation. | All activities contribute the Vision and Objectives of the Organisation. Performance is monitored and rewarded appropriately. | Individuals are equipped with necessary skills, competencies and knowledge to make decisions with confidence & to act independently. | Quality of work life is actioned throughout the organisation. Questioning & challenging assumptions by individuals & teams is a core part of the way we work. | Data is used to predict performance and guide decision making. Monitoring and analysing of data continuously occurs for all key processes. | We enhance & standardise our systems through continuous improvement of processes to achieve alignment to our vision. | I create sustainable change and impact on the business through my leadership. |
| 5 HIGH PERFORMANCE | Customers are willing to participate in service delivery planning. We are adaptive to customers' changing needs. | A win win approach exists with our partners. Partners achieve improvements that deliver mutual benefits. | Our benchmarked performance & formal customer feedback indicates that we are adding value to the overall business. | People at all levels and external parties have input into the planning process. Resource allocation is fully integrated into the planning process. | Recruitment, induction & education systems are proactive & reflect strategic / local workforce plans. Self improvement is undertaken, promoted & supported. | Quality of work life of people is accepted as a key component of management. Improvement ideas are actively sought & teams are empowered to improve processes. | Performance is continuously analysed, reported & communicated. Performance indicators are used to drive improvement. | We are continuously involved in & achieve cross functional improvements & standardise best known methods. We establish a management system for our key processes. | I work with others to create business opportunities, possibilities for learning and foster a quality working environment. |
| 4 VISIBLE IMPROVEMENT RECOGNITION OF EFFORTS | Customers begin to tell us of noticeable service improvements. | Choice of partners and contractors is based on value of the products and services not price tag alone. Formal partnering is practised. | We focus constantly on achieving high level results & discontinue non-value adding activities. | The planning process influences decisions regarding business improvements and resource allocation. Performance is measured and built into individual performance agreements. | We actively encourage a continual learning environment. We action plans which allow for succession planning, career / personal development with links to workforce plans. | Creation of a healthy work environment becomes synonymous with our productivity. Our procedures & our leaders maximise opportunity for individual & team contribution. | We improve our performance by reducing variation, accessing knowledge & utilising data obtained from customers. | We are recognised as improving our processes. All key processes have standard procedures implemented. We use the Business Process structure to align & design processes. | I adopt a leadership role in the way I work with people & do business. I develop others as leaders through coaching & mentorship. |
| 3 PLANNED ACTION | We seek out and act upon our customers' perceptions. | Mutually acceptable processes are being established to measure performance of suppliers, contractors & partners. | Our commercial objectives are set, reviewed and reflected at a Divisional or Regional level. | People responsible for processes are consulted with respect to planned improvements and required responses. | We value learning through skill / competency based programs, developed to meet identified needs which have been planned for. We plan for future team skill / knowledge requirements. | We begin to create a healthy work environment, valuing diverse skills of our people. Collaboration in teamwork & continuous improvement is supported at all levels. | Processes are developed for timely performance measurement, reporting & communication. We collect, manage & access relevant data. | We meet with customers to develop K.P.I's & gather data to monitor performance. A program for developing standard procedures is actioned. We establish how we are to examine our processes. | I examine the personal implications for myself & my team. I begin to consciously practise leading by example. |
| 2 UNDERSTANDING AD HOC ACTION | We understand and measure the contribution we make in satisfying our customers' needs. | Our suppliers, contractors & partners agree that the quality of their products & services will meet our needs & expectations. | We have an agreed set of commercial objectives which align with the Corporations direction. | We have some input into the planning process and understand how the Organisation's Vision & Objectives link to our activities. | Development needs are reviewed against skill / requirements & are discussed and documented during performance agreements. | We begin to address quality of workplace issues. Through formation of workplace teams we involve our people in joint decision making & problem solving. | Employees begin to gain the knowledge & skills to analyse & interpret information for decision making and problem solving. | We determine customers & resources for major processes. We understand who is responsible for major corporate processes. | I understand concepts of effective leadership. I create a collaborative team environment & create opportunities to apply newly gained knowledge. |
| 1 AWARENESS INITIAL DEVELOPMENT | Our customers are known and information is gathered on their needs. | We communicate with our suppliers, contractors & partners & they are aware of our needs & expectations. | We are gaining an understanding of what commercial performance means to our business. | We are familiar with the planning cycle. We understand that the organisation's planning cycle influences our work. | Frameworks for people development are agreed to begin to align with corporate direction. | Quality of life is considered to be important. We foster the concept of involving all our people in teamwork. | Managers & employees are aware of the need for relevant & accurate data to support decisions & to measure processes. | We identify & begin to document major processes, products & services. | I seek knowledge & explore the possibilities of actions I can take. I begin to adopt a supportive team environment. |
| 0 | We talk about being customer focused. | Minimal communication with suppliers, contractors & partners exists. | We acknowledge the importance of commercial objectives and performance. | Business activities & plans are remote from each other. Most activity is reactive & ad hoc. | Development of skills, competencies & knowledge in our people is ad hoc. | The organisation talks about valuing its people. | Data is not recognised as an asset that needs to be managed. Decisions are based on influence. | We haphazardly undertake process improvement. | I have no personal commitment to effective leadership. |

CLAUSE 11—STRATEGIES

The following Strategies support the Performance Measures and Targets prescribed in Clause 10.

Strategy 1 Customer Satisfaction
(*Excellence in Customer Service*)
(Custodian—Manager Customer Contact & Liaison)

| No | Aim. | Actions | Timeframe for Implementation |
|-----|---|--|--|
| 1.1 | <ul style="list-style-type: none"> Explain what the Performance Indicator and Target are based on. | <ul style="list-style-type: none"> Brief Team Leaders explain Customer Satisfaction Survey and Customer Contact Survey processes - (may use Market Equity). Brief all employees using same process. (during Ballot process). | <ul style="list-style-type: none"> By 22/05/98 By 22/05/98 |
| 1.2 | <ul style="list-style-type: none"> Most recent Customer Satisfaction Survey and Customer Contact Survey results presented to teams (Market Equity). Identify specific areas to be targeted. Develop local team strategies to address relevant target areas. Provide training and work instructions. | <ul style="list-style-type: none"> Presentations to all teams. Facilitation of teams. Facilitation of teams. Developed by teams with assistance provided through appropriate support areas. | <ul style="list-style-type: none"> By 31/07/98 By 31/07/98 By 31/07/98 By 31/07/98 |
| 1.3 | <ul style="list-style-type: none"> Share positive feedback and opportunities for improvement from customers. | <ul style="list-style-type: none"> Use Nonconformance /Opportunity Log to record Customer feedback highlight through team meetings and team brief. Positive feedback published through team brief, Flowing On and On Tap. | <ul style="list-style-type: none"> Ongoing at least 3 monthly. |
| 1.4 | <ul style="list-style-type: none"> Local Survey to be conducted if information from Corporate Survey is not adequate for teams to identify improvements. | <ul style="list-style-type: none"> Utilise consultant to conduct surveys | <ul style="list-style-type: none"> As Required |

Strategy 2 Financial Performance
(Promoting a Culture of Business Ownership)
(Custodian—Manager Finance and Administration)

| No | Aim. | Actions | Timeframe for Implementation |
|-----|---|---|--|
| 2.1 | <ul style="list-style-type: none"> Explain what the Performance Indicator and Target are based on. | <ul style="list-style-type: none"> Brief Operations Managers and Team Leaders across all sections. Brief all employees using same process. (during Ballot process). | <ul style="list-style-type: none"> By 22/05/98 By 22/05/98 |
| 2.2 | <ul style="list-style-type: none"> Develop and deliver Commercial Focus Education Package tailored to Water Corporation Region Business Conduct Zodiac Financial awareness training for selected employees. | <ul style="list-style-type: none"> Develop package in consultation with Mid West Region. Delivered by Region Finance Team Implement package | <ul style="list-style-type: none"> Commence by 30/09/98 and ongoing Commence 31/03/98 and complete by 30/09/98 |
| 2.3 | <ul style="list-style-type: none"> Provide financial information down to Work Planning area and provide support to field operatives. Provide Finance help desk service and ongoing advice. | <ul style="list-style-type: none"> Distribution of Smart Stream budgeting reports. Training in use SAP Publish Help Directory and schedule to provide more visible field support | <ul style="list-style-type: none"> By 01/09/98 Ongoing to 01/11/98 By 31/07/98 |
| 2.4 | <ul style="list-style-type: none"> Prepare budget and monitoring timetable | <ul style="list-style-type: none"> Liaise with Management Accounting and ODS to determine timelines. Document and communicate to Teams | <ul style="list-style-type: none"> By 31/07/98 |
| 2.5 | <ul style="list-style-type: none"> Communicate the financial performance of the Team/District/Region. | <ul style="list-style-type: none"> Provide Information through Team Meetings and Flowing On - Enter on Waternet for Team Access. | <ul style="list-style-type: none"> By 31/07/98 |

Strategy 3 Business Growth/Improvement
(*Developing New Business and Improvement Ideas*)
(Custodian—Manager Business Development)

| No | Aim. | Actions | Timeframe for Implementation |
|-----|--|--|---|
| 3.1 | <ul style="list-style-type: none"> Identify members of the Region New Business & Business Improvement Committee. | <ul style="list-style-type: none"> Establish Region New Business & Business Improvement Committee. | <ul style="list-style-type: none"> By 22/05/98 |
| 3.2 | <ul style="list-style-type: none"> Explain what the Performance Indicator and Target are based on and New Business & Business Improvement Committee role. | <ul style="list-style-type: none"> Brief Team Leaders. | <ul style="list-style-type: none"> By 22/05/98 |
| 3.3 | <ul style="list-style-type: none"> Committee to establish guidelines and communicate to all employees. | <ul style="list-style-type: none"> Briefing sessions provided to all employees (during Ballot process) | <ul style="list-style-type: none"> By 31/07/98 |
| 3.4 | <ul style="list-style-type: none"> Monitoring and reporting of ideas and opportunities. | <ul style="list-style-type: none"> By Region New Business & Business Improvement Committee. Promote at Team Meetings and Flowing On - Enter on Waternet for Team Access. | <ul style="list-style-type: none"> Ongoing |

Strategy 4 Safety Performance
(*Improving Our Safe and Healthy Work Environment*)
(Custodian—Manager Human Resources)

| No | Aim. | Actions | Timeframe for Implementation |
|-----|--|--|---|
| 4.1 | <ul style="list-style-type: none"> Explain what the Performance Indicator and Target are based on. | <ul style="list-style-type: none"> Brief Team Leaders using previous Safety Audits and explain Audit process. Brief all employees using same process. | <ul style="list-style-type: none"> By 22/05/98 By 22/05/98 |
| 4.2 | <ul style="list-style-type: none"> Most recent Safety Audit results presented to teams Identify specific areas to be targeted. Develop local team strategies to address relevant target areas | <ul style="list-style-type: none"> Presentations to all teams. Facilitation of teams - including recommendations from Regional Occupational Safety & Health Committee. Facilitation of teams and documentation. | <ul style="list-style-type: none"> By 31/07/98 By 31/07/98 By 31/07/98 |
| 4.3 | <ul style="list-style-type: none"> Monitor Occupational Safety & Health Action Plan. | <ul style="list-style-type: none"> Regular Regional Support Team Meetings. Occupational Safety & Health Committee Meetings. Internal Audits (external to Region) | <ul style="list-style-type: none"> Quarterly Bimonthly 30/06/98 and 31/03/99 |
| 4.4 | <ul style="list-style-type: none"> Communicate progress to employees. | <ul style="list-style-type: none"> Promote in Team Brief and Flowing On - Enter on Waternet for Team Access. | <ul style="list-style-type: none"> Ongoing |

Strategy 5 Development & Improvement Matrix—Column 7—Process Management
(Improving Our Work Processes)
(Custodian—Business Planner)

| No | Aim | Actions | Timeframe for Implementation |
|-----|--|---|--|
| 5.1 | <ul style="list-style-type: none"> Explain what the Performance Indicator and Target are based on. | <ul style="list-style-type: none"> Brief Operations Managers and Team Leaders across all sections explain the Development & Improvement Matrix and assessment tool. Brief all employees using same process. (during Ballot process) | <ul style="list-style-type: none"> By 22/05/98 By 22/05/98 |
| 5.2 | <ul style="list-style-type: none"> Provide Facilitator Training in Development & Improvement Matrix Assessment Process | <ul style="list-style-type: none"> Engage trainer external to Region - 1 Day session to include Quality Assurance Officer and Team Supports | <ul style="list-style-type: none"> By 31/07/98 |
| 5.3 | <ul style="list-style-type: none"> Teams to carry out initial self assessment and develop strategies/actions | <ul style="list-style-type: none"> Trained Facilitator to assist Teams | <ul style="list-style-type: none"> By 31/08/98 |
| 5.4 | <ul style="list-style-type: none"> Teams current performance determined by external audit | <ul style="list-style-type: none"> Auditor external to Region to conduct audit. | <ul style="list-style-type: none"> 30/09/98 and 31/05/99 |
| 5.5 | <ul style="list-style-type: none"> Audit results presented to teams Identify specific areas to be targeted and develop local team strategies to address relevant target areas. | <ul style="list-style-type: none"> Presentations to all teams Facilitation of teams - developed by teams with assistance provided through appropriate support areas and the D&I P.C. Tool. | <ul style="list-style-type: none"> By 15/10/98 By 31/10/98 |
| 5.6 | <ul style="list-style-type: none"> Teams carry out ongoing self assessment | <ul style="list-style-type: none"> Using the Development & Improvement Assessment Tool and Process | <ul style="list-style-type: none"> Ongoing |
| 5.7 | <ul style="list-style-type: none"> Team progress monitored regularly and information shared | <ul style="list-style-type: none"> Promote in Team Brief and Flowing On - Enter on Waternet for Team Access | <ul style="list-style-type: none"> Ongoing |

CLAUSE 12—LOCAL ARRANGEMENTS

Employees and Management undertake to explore local work arrangements which enable the Goldfields Region to conduct a successful business providing water and wastewater services to customers and provide excellent service to customers and improve job satisfaction.

The following items have been identified by Goldfields Region employees, as issues that warrant investigation —

- a) Flexible working hours.
- b) Time in Lieu—more flexibility with accrued time.
- c) Arrangements to work from home.
- d) Sharing of resources across the Region.
- e) Job sharing/ Part-time working arrangements.

The parties to this Agreement undertake to explore items a), b) and c), in accordance with the provisions of Clause 2.1 Hours and item e) under Clause 1.10, Part Time Employment of the Water Corporation Conditions Agreement 1997, during the life of this agreement. Any changes to working arrangements will be mutually agreed by the parties to this agreement and treated on their merits in relation to the business case.

All employees will be expected to actively participate in teams, to achieve the objectives of this agreement.

CLAUSE 13—PERFORMANCE MONITORING

Performance against the Targets in Clause 10 shall be monitored by the Region Support Team, comprising executive managers, and each Workplace Team, comprising all employees of the Region, on a regular basis. Employees and the unions shall have access to a copy of this Agreement and any documents relating to Performance Monitoring.

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6 Dispute Resolution Procedure.

CLAUSE 15—INCENTIVE PAYMENTS AND DISTRIBUTION

The Incentive Payment available to Goldfields Region employees covered by this Agreement under the provisions of Clause 3.11, Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement, 1997, shall be distributed on the basis of equal shares to each employee provided that the guidelines attached at Appendix A will be applied where employees are engaged Part Time or who start and finish during the term of the Agreement.

The amount for the Local Area component of the Employee Incentive Payment shall be calculated using the Local Area Results Report table attached at (Appendix B).

CLAUSE 16—SIGNATORIES—STATE

Signed for and on behalf of the Water Corporation.

.....Signed.....

Acting Chief Executive Officer

Dated: 22/ 7 / 98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

.....Signed.....*Common Seal*

General Secretary

Dated: 23/ 7 / 98

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union (Miscellaneous Workers WA Branch).

.....Signed.....*Common Seal*

Dated: 24/ 7 / 98

Signed for and on behalf of the Australian Workers Union.

.....Signed.....

Dated: 24/ 7 / 98

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch.

.....signed.....*Common Seal*

Dated: 16/ 9 / 98

APPENDIX A

GUIDELINES FOR THE PAYMENT OF PERFORMANCE INCENTIVE PAYMENTS PRESCRIBED UNDER THE CORPORATION CONDITIONS AGREEMENT 1997

These Guidelines apply equally to all Corporation Employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

Application of these Guidelines is not mandatory, as Local Agreements may provide for different arrangements for entitlements to the incentive payments.

PERFORMANCE LINKED INCENTIVE PAYMENTS

- The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for two 12 month periods ending 30, June 1999 and June 30, 2000.
- Each annual incentive payment comprises two components, one for the achievement of Corporate Targets and the other for the achievement of Local Area Targets.
- Entitlement to these payments may be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.
- The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

ENTITLEMENT

- Employees engaged full-time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share based on time worked proportional to full time.

- Employees who start or finish during the term of a Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees absent from duty on, leave without pay, parental leave, seconded to external agency shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

- Categories not entitled to incentive payments include—
Corporation employees on contract in, as defined in Clause 3 Parties Bound people working under a contract for service, eg an agency vocational (student) employees employees of other organisations seconded into the Corporation*

* Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.

APPENDIX B

| Local Area Results Report - Goldfields Region | | | | | | Corporate Performance Measures |
|---|---|----------------------------|----------------------------------|-------------------------|-------------------------|--------------------------------------|
| Local Performance Measures | | | | | Stage 6 | |
| | 1 Customer Satisfaction | 2 Financial Performance | 3 Business Growth/Improvement | 4 Safety Performance | | 5 D&I Matrix - Process Management |
| Long Term Target 3 year | 90% | 97% | 23 | 80% | Stage 6 | |
| Cap | (110%) | See Note 1 Clause 5 | 99% | 23 | 72% | 20% next Stage |
| Year One Target | (100%) | See Note 1 Clause 5 | 100% | 20 | 65% | 2 Stage shift |
| Threshold | (0%) | May 98 Survey | 100% | 15 | 60% | Current Stage |
| Past Performance | | May 98 Survey | 100% | 10 | 49.8% April 98 Audit | Audited Stage |
| Year One Performance | | | | | | |
| Achievement % | | | | | | |
| Weighting | 25 | 25 | 20 | 20 | 10 | |
| TOTAL Achievement % | | | | | | |
| | Total Score for Local Area = | | | | % | |
| | Maximum Local Area = | | | \$785 | | |
| | Incentive | | | | | |
| | Local Area Component of Incentive Payment: = | | | \$ | | |
| | TOTAL INCENTIVE FOR LOCAL AREA = | | | \$ | | |

| | |
|-------------------------------|-------|
| Corporate Score = | % |
| Maximum Corporate Incentive = | \$785 |
| Corporate Component = | \$ |

- Performance Achieved That Is Between The Threshold And Target And The Target And Cap Will Be Reflected Proportionally In The Achievement Score

WATER CORPORATION GREAT SOUTHERN REGION LOCAL AGREEMENT 1998.

No. AG 196 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 196 of 1998.

Water Corporation Great Southern Region Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms S Ellery on behalf of The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch, Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, Mr G Sturman on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch and Mr J Murie on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering Electrical Division, WA Branch, and by consent,

the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Great Southern Region Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Great Southern Region Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS

- CLAUSE 11 STRATEGIES
- CLAUSE 12 LOCAL WORK ARRANGEMENTS
- CLAUSE 13 PERFORMANCE MONITORING
- CLAUSE 14 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 15 REMUNERATION FORMULA
- CLAUSE 16 SIGNATORIES

CLAUSE 3—PARTIES BOUND

This Agreement is an agreement made under Part VI B of the Workplace Relations Act 1996 in respect of—

- the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch; and
- the Australian Workers Union, for those classifications prescribed in Clause 1.3 of the Water Corporation Pay and Allowances Agreement 1997.

This Agreement is an agreement made under Section 41 of the Industrial Relations Act 1979 in respect of—

- the Civil Service Association of Western Australia (Inc); and
- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch; and
- the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch; and
- the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch for classifications prescribed in Clause 1.3—Parties Bound of the Water Corporation Pay and Allowances Agreement 1997.

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's (Name of Division/Region/Branch) during the operation of this Agreement and also applies to and binds the following organisations—

- AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION, MISCELLANEOUS DIVISION, WA BRANCH (ALHMWU)
- The Australian Workers Union, (awu)
- Civil Service Association of Western Australia (Inc) (csa)
- Automotive, Food, Metals, Engineering, Printing and Kindred
- Industries Union of Workers, Western Australian Branch (amwu)
- Communications, Electrical, Electronic, Energy,
- Information, Postal, Plumbing and Allied
- Union of Australia, Engineering & Electrical Division,
- Western Australian Branch (cepu)

This Agreement will cover an estimated (115) employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from 1 July 1998 until 30 June 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“Agreement” means the Water Corporation (Great Southern Region) Local Agreement 1998.

“Corporation” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“Regional Executive Team” means the senior Managers of the Region, and consists of the Regional Manager, Manager Finance & Administration, Manager Assets, Manager Service Delivery, Manager Human Resources, Manager Projects, and Manager Customer Contact & Liaison.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation Vision is *to be recognised as an excellent customer oriented service organisation and as a world class manager of water and wastewater services.*

Our Region's Mission is—

To conduct a successful business, providing quality water and wastewater services to customers, to enhance their lifestyle and to support the future development of the Great Southern Region

Our Region's objectives are specified in the Region's Business Plan (Section 6) and address Corporate Key Result Areas of the Corporation and Key Strategy Areas of the Customer Services Division

Key Result Areas for the Water Corporation

- Excellence in Customer Service
- Superior Commercial Focus
- Business Development and Growth
- Effective Environmental Performance

Key Strategy Areas for Customer Service Division

- Customer Service
- Asset Management
- Operations Improvement
- New Business Development
- Quality Management Systems
- Human Resources Management
- Commercial Focus

CLAUSE 9—CRITICAL SUCCESS FACTORS AND CORPORATE VALUES

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- an external focus
- speed
- flexibility
- integration
- innovation

Our Corporate Values are

- Satisfy our customers
- Respect People
- Act with integrity
- Respect the environment

These define what is important to us as a Region contributing to the Corporation and these factors and values are central to our objectives and how we go about meeting the challenges of a competitive environment.

CLAUSE—10

PERFORMANCE MEASURES AND TARGETS

(Strategies for achieving the targets contained in this clause are prescribed in Clause 11—STRATEGIES)

| Indicator | Measure | Current Performance | Threshold | Target End of Year 1 | Cap | Weight-ing | | | | | | | | | | | | | | | | | | |
|--|---|--|--|--|--|------------|-------------|------|------|------|---------|------|------|---------|------|------|---------|------|------|------|------|------|--|-----|
| Customer Service | Customer Satisfaction % of customers extremely, very or quite satisfied (ie. positive responses) | Benchmark survey to be conducted in May 1998 to establish baseline | Baseline as at May 1998 | <table border="1"> <thead> <tr> <th>If Baseline</th> <th>Target</th> <th>Improvement</th> </tr> </thead> <tbody> <tr> <td>< 60</td> <td>+ 7%</td> <td>+ 8%</td> </tr> <tr> <td>61 - 70</td> <td>+ 6%</td> <td>+ 7%</td> </tr> <tr> <td>71 - 80</td> <td>+ 5%</td> <td>+ 6%</td> </tr> <tr> <td>81 - 90</td> <td>+ 3%</td> <td>+ 4%</td> </tr> <tr> <td>> 90</td> <td>+ 1%</td> <td>+ 1%</td> </tr> </tbody> </table> | If Baseline | Target | Improvement | < 60 | + 7% | + 8% | 61 - 70 | + 6% | + 7% | 71 - 80 | + 5% | + 6% | 81 - 90 | + 3% | + 4% | > 90 | + 1% | + 1% | | 20% |
| If Baseline | Target | Improvement | | | | | | | | | | | | | | | | | | | | | | |
| < 60 | + 7% | + 8% | | | | | | | | | | | | | | | | | | | | | | |
| 61 - 70 | + 6% | + 7% | | | | | | | | | | | | | | | | | | | | | | |
| 71 - 80 | + 5% | + 6% | | | | | | | | | | | | | | | | | | | | | | |
| 81 - 90 | + 3% | + 4% | | | | | | | | | | | | | | | | | | | | | | |
| > 90 | + 1% | + 1% | | | | | | | | | | | | | | | | | | | | | | |
| Finance - Performance against operating & support budget | The total of operating, support and reimbursement expenditure, less reimbursement revenue, compared to approved budget. | | 100% | 100% | 99% | 20% | | | | | | | | | | | | | | | | | | |
| Finance - cost reduction | Number of innovations/ improvements resulting in cost reduction | not measured | 20 | 22 | 24 | 20% | | | | | | | | | | | | | | | | | | |
| Business Development | Increased annual contribution through new business and innovation | not measured | Profit of \$0.050 M | Profit of \$0.100M | Profit of \$0.150M | 20% | | | | | | | | | | | | | | | | | | |
| Safety | Worksafe Audit | 67% * (Silver Award) (audited March 1998) | Improve by 1% (on current performance) to 68% | Improve by 5% (on current performance) to 70% | Improve by 6% (on current performance) to 71% | 10% | | | | | | | | | | | | | | | | | | |
| Safety | Workplace teams achieve safety awards in accordance with Regional safety award policy | not measured | 9/13 teams achieve 10/10 elements the remaining 4 teams achieve 8/10 elements | 11/13 teams achieve 10/10 | 13/13 teams achieve 10/10 | 10% | | | | | | | | | | | | | | | | | | |

CLAUSE 11—PERFORMANCE IMPROVEMENT STRATEGIES

The Region is committed to the following strategies for improving its performance in those areas in which our current performance is below the agreed target levels. These strategies support the PERFORMANCE MEASURES & TARGETS prescribed in Clause 10.

PI #1—Customer Service

Description of Improvement Strategy

To improve the % of customers who are “quite satisfied” through to “extremely satisfied” with the overall response to their enquiry with employees in the Great Southern Region.

The basis for measuring performance will be the Corporation’s Customer Contact Survey conducted by Market Equity. Customers will be asked to rate their experience on a scale of 1 (extremely satisfied) through to 6 (not at all satisfied) on factors such as: responsiveness to initial enquiry, attitude, competence and knowledge, ease of understanding of information provided, time taken to address issue, whether advised of outcome, satisfaction with outcome/ completed job.

Major Steps in Introducing the Strategy

1. Ensure that the Corporate Survey is appropriately conducted in terms of content and sample size to provide sustainable information.
2. Regional teams to provide details of all external contacts received over a set period of time for survey purposes.
3. Teams to monitor and analyse survey results and take appropriate improvement action. This may involve training and planning to improve our techniques and processes.
4. Develop an appropriate reporting process and format to regularly review performance.

Timeframe for Implementation

From April 1998

The Region is committed to the following strategies for improving its performance.

PI #2—Finance—Performance Against Expenditure Budget

Description of the Improvement Strategy

To improve the level of financial performance relative to the approved budget. The measure to be used will be the total of operating, support and reimbursement expenditure, less

reimbursement revenue, compared to the corresponding approved budget.

Major Steps in Introducing the Change

1. Determine approved budgets.
2. Progress report monthly.

Timeframe for Implementation

From July 1, 1998

The Region is committed to the following strategies for improving its performance.

PI #3—Finance—Cost Reduction

Description of the Change to be Implemented

To introduce innovations and improvements which result in cost reductions or revenue increases.

The innovation/improvement will be documented for noting or endorsement by the Regional Executive Committee. The Committee will ensure that cost reductions and/or revenue increases are reflected in appropriate budgets in accordance with the timing of the initiatives.

Performance will be measured by counting the number of innovations/improvements recommended and accepted during the year.

Major Steps in Introducing the Change

1. Develop innovations/improvements endorsement form.
2. Communicate strategies to staff.
3. Document innovations/improvements.
4. Innovations/improvements endorsed by the Regional Executive.
5. Implement innovations/improvements.

Timeframe for Implementation

From July 1, 1998

The Region is committed to the following strategies for improving its performance.

PI #6—Business Development

Description of the Change to be Implemented

The Region will develop a focus on new business/innovation for all employees. The Region will need to have the organisational structure correctly aligned and processes in place to identify, develop and implement opportunities.

The performance measure suggested for business development is to measure the profit generated from new business/innovation. Profit will be measured by using revenue minus direct costs and appropriate Regional overheads.

Additionally we will need clear definitions and measures so that we are able to monitor and account for our successes.

Major Steps in Introducing Change

1. Review organisation and determine requirements in order to adequately handle workload.
2. Develop mechanisms for involvement by all staff.
3. Develop internal processes to identify, prioritise, assess and implement opportunities.
4. Develop measurement and reporting processes.
5. Progress current and newly identified opportunities.

Note—

1. This initiative to be included in the 1998/99 Regional Business Plan.
2. Progress to be monitored monthly and reported to the Regional Management Team and all staff.

Timeframe for Implementation

Commencement date—July 1, 1998

Items 1 and 2—October 1998

Items 3 and 4—December 1998

Item 5—ongoing

The Region is committed to the following strategies for improving its performance..

PI #5—Safety Performance—Worksafe Audit

Description of the Change to be Implemented

Increase overall rating (by 5%) in the Region's Worksafe Audit, while ensuring compliance with Occupational Safety & Health legislation and regulatory requirements.

Major Steps in Introducing Change

1. Review and enhance the Region's Safety Management Plan based on the findings of the audit.
2. Gain endorsement of the Plan by management and employees via the Region's consultative processes.
3. Regularly report on the progress of the Management Plan.
4. Conduct internal quality audits of key processes with the Region's Safety Management System.
5. Address non conformances as appropriate.

Timeframe for Implementation

1. Review and enhance the Safety Management Plan by May 31st
2. Gain endorsement by July 1st
3. Conduct internal quality audits by November 30th
4. Progressively address non-conformances. Full close out by January 31st, 1999.
5. Conduct next Worksafe Audit by March 31st, 1999.

The Region is committed to the following strategies for improving its performance.

PI #6—Safety Performance—Proactive Team Safety Awards

Description of the Change to be Implemented

Individual workplace teams can demonstrate an auditable commitment to the continuous improvement of the Region's Safety Management System.

Major Steps in Introducing Change

1. Teams establish a performance benchmark.
2. Interim random audit conducted to assess current status and confirmation of benchmark.
3. Action plan implemented to address corrective actions identified during audit.
4. Teams conduct self assessment using Regional procedure.
5. Random audit of results conducted.

Timeframe for Implementation

1. Benchmark established by July 1st.
2. Interim audit conducted by December 31st.

3. Action plan developed by January 31st, 1999
4. Self assessment conducted by May 31st, 1999
5. Random audit completed by June 30th, 1999.

CLAUSE 12—LOCAL WORK ARRANGEMENTS

The parties to this Agreement agree that during the period of this agreement, they may negotiate mutually acceptable work arrangements (relative to the item listed below) which support the achievement of the Region's business objectives.

The specific item to be addressed is—

- Increasing weekly hours to allow accumulation of an additional week of annual leave per annum, where this is requested.

This will be undertaken within the provisions of the Water Corporation Conditions Agreement 1997, clause 2.1 HOURS and clause 2.2 ANNUAL LEAVE.

CLAUSE 13—PERFORMANCE MONITORING

Performance against the PERFORMANCE MEASURES & TARGETS in Clause 10 will be monitored by the Business Support Officer, Great Southern Region, and reported to the Regional Executive Team and all Regional employees at least quarterly. Employees and their unions shall have access to a copy of this Agreement and any documents related to performance monitoring relative to this Agreement.

CLAUSE 14—DISPUTE RESOLUTION

Parties to this Agreement will apply the Dispute Resolution Procedure Clause 5.6 contained in the Water Corporation Conditions Agreement 1997.

CLAUSE 15—REMUNERATION FORMULA

The total Water Corporation Employee Incentive Pool (of which the Great Southern Region Employee Incentive Pool is a proportional sub-set) is based on projected organisational productivity using the Total Factor Productivity model referred to in Clause 3.11 LUMP SUM AND INCENTIVE PAYMENTS of the Water Corporation Conditions Agreement 1997. The incentive pool is accessed by evaluation of performance against targets at two levels—

- 50% is based on Corporate performance against targets established by the Corporation and published in the Statement of Corporate Intent for 1998/99 and 1999/00. These targets relate to performance in the areas of (1) Excellence in Customer Service, (2) Superior Financial Performance, (3) Business Development and Growth, and (4) Effective Environmental Performance. Monitoring of these is outside the scope of the Agreement.
- 50% is based on Regional performance against the targets established by the Great Southern Region, and explained in Clause 10 PERFORMANCE MEASURES AND TARGETS and clause 11 STRATEGIES of this Agreement.

Distribution

The distribution of the Local Area Incentive Pool shall be distributed equally (on a nett, after tax basis) amongst all employees who are party to this Agreement. (The methodology for calculation of the tax rate will consider Water Corporation income only and excludes all other income, allowances and deductions).

This distribution will be subject to the following provisions for employees engaged part time or who start or finish during the term of the Agreement.

Entitlements

- Employees engaged full time during the full term of the Local Agreement shall be entitled to a full share of the incentive payment.
- Employees engaged part time are entitled to a share based on time worked proportional to full time.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share based on time worked proportional to full time and participation during the term of the Local Agreement.
- Employees absent from duty on
 - leave without pay
 - parental leave

— secondments to an external agency are to have the period of continuous absence (in excess of three months) deducted from service over the period of the Local Agreement, for the purposes of calculating their entitlement to the distribution of the Local Area Incentive Pool.

Categories not entitled to the incentive payment—

- Corporation employees on contract as defined in Clause 3 Parties Bound
- People working under a contract for service, eg through an agency
- Vacational student employees
- Employees of other organisations seconded into the Corporation*

* *Special circumstances may require a review in which case an entitlement will be determined by a valid majority of employees covered by this Local Agreement.*

CLAUSE 16—SIGNATORIES

Signed for and on behalf of the Water Corporation.

.....signed.....

Acting Chief Executive Officer

Dated: 22/7/98

Signed for and on behalf of Civil Service Association of Western Australia Incorporated.

.....signed..... *Common Seal*

General Secretary

Dated: 23/7/98

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union (Miscellaneous Workers WA Branch).

.....signed..... *Common Seal*

Dated: 24/7/98

Signed for and on behalf of the Australian Workers Union.

.....signed.....

Dated: 24/7/98

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch.

.....signed..... *Common Seal*

Dated: 16/9/98

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch.

.....signed..... *Common Seal*

Dated: 17/9/98

WATER CORPORATION HUMAN RESOURCES BRANCH LOCAL AGREEMENT 1998.

No. AG 201 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia Incorporated.

No. AG 201 of 1998.

Water Corporation Human Resources Branch Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Human Resources Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P.E. SCOTT,

[L.S.] Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Human Resources Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 PERFORMANCE MONITORING
- CLAUSE 13 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 14 INCENTIVE PAYMENTS
- CLAUSE 15 INCENTIVE PAYMENTS DISTRIBUTION
- CLAUSE 16 SIGNATORIES

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Water Corporation's Human Resources Branch Local Agreement 1998 during the operation of this Agreement and also applies to and binds the following organisation—

- the Civil Service Association of Western Australia Inc.

This Agreement will cover an estimated 8 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed this Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) it has the approval of the Local Area General Manager, and
- (b) the potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- (d) ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Human Resources Branch Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**OSH**” means Occupational Safety and Health.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and wastewater services—

MISSION—

The Water Corporation’s Human Resources Mission is to contribute to the conduct of a successful business, providing strategic and commercial human resource management solutions.

OBJECTIVES—

The Water Corporation’s Human Resources Objectives in supporting the Corporation’s Strategic Direction are to develop—

- a workforce that is committed to achievement of Business Objectives.
- a workforce which makes decisions and takes actions which maximise opportunities and minimise threats.
- a workforce which has the knowledge, skills and other attributes needed for the achievement of our Vision.
- a human resources structure and system which are as sufficiently responsive and flexible that they can be readily applied to all situations likely to be encountered.

These objectives are aligned with the People Key Support Area.

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are—

- Satisfy our Customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

| PERFORMANCE AREA | KEY MEASURES | PAST PERFORMANCE | THRESHOLD | TARGET | CAP | WEIGHT |
|--|---|---|---|---|---|--------|
| 1. Management of budget for: (a) New initiatives (b) Operating budgets | Expenditure compared with budget. | 1996/97 - 5% over budget. | 100% (ie achievement of budget) | Expenditure 1% below budget. | Expenditure 2% below budget | 20% |
| 2. Customer Satisfaction | Customer survey. Corp Survey Model to suit Human Resources Branch. | 70% | 72% | 75% | 76% | 20% |
| 3. Commercial Performance (Development & Improvement Matrix) | Completion of key activities and outcomes. | 2 out of the 4 steps of Stage 1 completed. | Completion of Stages 1 and 2. | Completion of Stages 1, 2 & 3 (19 steps). | Completion of 2 steps of Stage 4. | 20% |
| 4. Remuneration System | Program of initiatives and activities undertaken in the development of the Corporate Remuneration System. | Existing remuneration system is divided into several systems for salaries & wages employees under several industrial awards/agreements. | Remuneration Objectives and Model developed and agreed with General Manager, Planning & Development. This will represent 90% achievement. | Remuneration Objectives, Model and Implementation Plan developed and agreed with General Manager, Planning & Development. This will represent 100% achievement. | Agreement with Civil Service Association. This will represent 110% achievement. | 20% |
| 5. Corporate Occupational Safety and Health (OSH) Standards for Contractors | Application of Corporation (OSH) Standards in contract management. | Percentage compliance with (OSH) Standards as shown in attached survey 73% | Percentage of application/compliance with (OSH) standards 80% | Percentage of application/compliance with (OSH) standards 85% | Percentage of application/compliance with (OSH) standards 90% | 20% |

- In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Division/Region/Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.
- Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11 - Strategies.

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10.

1. *Management of Budget*

The purpose of monitoring this measure is to identify opportunities to effectively reduce expenditure through sensible cost savings.

Management of the Human Resources Branch budget is undertaken by the Manager Human Resources Branch in conjunction with budget managers. Expenditure reports will be provided by the Manager Human Resources Branch at Human Resources Business Improvement Meetings.

Management of the budget will rely on accurate and timely expenditure reports from the Divisional Financial Support Group.

Monitoring of budgets by the Human Resources Team will provide the opportunity to identify sensible reductions in expenditure to achieve targeted savings.

Budget management is also written into all Performance Agreements of Human Resources staff and contractors.

Targets are established for financial performance against fixed agreed budgets which remain unchanged for the period of measurement.

Budget variations will be formally introduced with appropriate reconciliation with expenditure levels.

Human Resources Branch targets exclude the Redundancy budget, Resource Management Group budget and the Surplus Salaries & Wages budget.

Reconciliation of the Human Resources Branch expenditure against budget will be based on 30 June 1999 financial reports.

2. *Customer Satisfaction*

The purpose of including this measure is to bring the focus of the Human Resources Team and individual Human Resources Branch employees on to improving customer satisfaction.

Internal customer satisfaction surveys will be conducted to measure the performance of the Human Resources Branch in relation to overall performance as well as specific projects and services.

An initial customer survey has been conducted to establish the threshold, target and cap.

Performance will be measured periodically with results being assessed against the target in June 1999.

3. *Commercial Performance (Development & Improvement Matrix)*

The objective of introducing this measure is to bring about a focus and improvement in the commercial performance of the Human Resources Team.

The steps to be undertaken to improve Human Resources Branch commercial performance are those specified in the Corporation Development and Improvement Workbook for Teams.

Past performance has been identified by self assessment and will be verified by an independent trained assessor.

An education/training program including performance assessment criteria will be developed in conjunction with an accredited assessor for the Corporation Development and Improvement Program.

The education/training program will be implemented in the Human Resources Branch during the term of this Agreement.

Measurement of the Human Resources Team performance in the achievement of targets in Clause 10 of this Agreement will be measured independently against pre-determined criteria.

4. *Remuneration System*

The goal of human resources management is “to create a workforce which instinctively knows what to do based on knowledge and shared values”.

The purpose of including the “remuneration system” as a measure is to give an indication of the level of support for the above goal provided by Human Resources through the development of an appropriate remuneration system.

The phases/steps in the development of the remuneration system will include planning, designing, developing, resourcing, marketing/negotiating and implementing. The development program will proceed through its various phases and within a timeframe to be agreed with the General Manager Planning and Development.

The strategy is to identify and deploy additional resources to the project which will result in significant improvement in relation to the timeframe.

The Human Resources Team will participate and provide input into the achievement of this target through (monthly) Human Resources Business Improvement meetings.

Measurement of performance against the target will be assessed in a specific customer satisfaction survey relating to progress ahead of the scheduled timeframe.

5. *Occupational Safety & Health (OSH) Standards for Contractors*

This performance measure relates to improving the application of procedures and compliance with Corporate (OSH) Standards.

Human Resources Branch involvement in this area is to support and influence outcomes through leading a review of the existing Corporate Procedures and Standards.

The objective of the review is to improve the performance of Contract Managers and Contractors in this critical and complex area of (OSH).

The opportunity to be taken is in the development of an innovative approach which will result in sustained widespread application and compliance of (OSH) Standards.

The strategy is to support the legal and technical obligations with a simple user friendly best practice system of (OSH) Procedures and Standards.

Performance against the target will be measured using the survey methodology which was also used to established base line data. The survey will be conducted in May 1999 to show results specifically related to “high risk” contracts.

CLAUSE 12—PERFORMANCE MONITORING

Performance monitoring shall be carried out in the monthly Human Resources Business Improvement Meeting. Reports on performance against targets shall be provided by each designated Human Resources Team member responsible for each of the performance areas specified in this Agreement. Employees and the union party to this Agreement shall have access to a copy of this Agreement and any document/s relating to performance monitoring.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement shall apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure.

CLAUSE 14—INCENTIVE PAYMENTS

(A) The total Water Corporation Incentive Pool is determined by the methodology prescribed in Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997.

(B) Employees share of the Incentive Pool provided for in paragraph (A) is subject to the achievement of targets prescribed in Clause 10 Performance Measures and Targets and Clause 11 Strategies of this Agreement.

CLAUSE 15—INCENTIVE PAYMENTS DISTRIBUTION

(A) **ENTITLEMENTS**

Distribution of the incentive payment prescribed in Clause 14 of this Agreement to Human Resources Branch employees covered by this Agreement shall be on the basis of equal shares to each employee provided that—

- where an employee is engaged part time during the term of the Agreement or,
- where an employee starts and/or finishes during the term of the Agreement or,
- where an employee is absent from duty for a continuous period in excess of 3 months for reasons other than approved leave with pay,

The entitlement shall be calculated on the basis of the time worked proportional to full time.

(B) NO ENTITLEMENTS

Incentive payments shall not be available to persons engaged in the following categories—

- an employee on a contract as defined in Clause 3 Parties Bound and,
- a person engaged on a contract for service (e.g for an agency) and,
- a vocational student employee and,
- an employee of another organisation seconded* into the Corporation.

*Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.

CLAUSE 16—SIGNATORIES

Signed
Acting Chief Executive Officer
Water Corporation

22/7/98

Signed *Common Seal*
General Secretary
Civil Service Association of Western
Australia Incorporated

23/7/98

**WATER CORPORATION INFILL SEWERAGE
PROGRAM AND THE PROJECT MANAGEMENT
INFILL SEWERAGE BRANCH LOCAL
AGREEMENT 1998.**

No. AG 212 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Civil Service Association of Western Australia
Incorporated.

No. AG 212 of 1998.

Water Corporation Infill Sewerage Program and the Project
Management Infill Sewerage Branch Local Agreement
1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Infill Sewerage Program and the Project Management Infill Sewerage Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

[L.S.] (Sgd.) P. E. SCOTT,
Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Infill Sewerage Program and the Project Management Infill Sewerage Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

CLAUSE 1 TITLE
CLAUSE 2 ARRANGEMENT
CLAUSE 3 PARTIES BOUND

CLAUSE 4 PRECEDENCE OVER AGREEMENTS
CLAUSE 5 TERM OF AGREEMENT
CLAUSE 6 NO FURTHER CLAIMS
CLAUSE 7 DEFINITIONS
CLAUSE 8 MISSION AND OBJECTIVES
CLAUSE 9 CRITICAL SUCCESS FACTORS
CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
CLAUSE 11 STRATEGIES
CLAUSE 12 LOCAL ARRANGEMENTS
CLAUSE 13 PERFORMANCE MONITORING
CLAUSE 14 DISPUTE RESOLUTION PROCEDURE
CLAUSE 15 INCENTIVE DISTRIBUTION
CLAUSE 16 SIGNATORIES

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Infill Sewerage Program and the Project Management Infill Sewerage Branch during the operation of this Agreement and also applies to and binds the following organisations—

Civil Service Association of Western Australia (Inc) (csa)

This Agreement will cover an estimated 33 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered / certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from July 1, 1998 until June 30, 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“Agreement” means the Infill Sewerage Program and the Project Management Infill Sewerage Branch Local Agreement 1998.

“Corporation” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation’s Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Mission is to—

Provide the opportunity for the community to connect to a sewerage system and thus contribute to the protection of public health and the environment.

Our Objectives are to—

- Provide the availability of sewerage connections to targeted areas. (*Business Development**)
- Provide the maximum number of property connections for the available Infill Sewerage Program funding. (*Commercial Performance**)
- Create assets that satisfy the Water Corporation’s standards and guidelines. (*Business Development**)

- Minimize householder and public inconvenience. (Our Customers*)
- Minimize the use of septic tank effluent disposal systems by maximising connections to the sewerage system. (The Environment*)
- Maintain and improve ongoing commitment to the Infill Program from all stakeholders. (Our Customers*)

* Identifies the Key Result Areas supported by the objective.

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed

- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Engineering and Contracts Division, Infill Sewerage Program and the Project Management Infill Sewerage Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and / or target should be changed or deleted, and whether the relative weighting should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this Clause are prescribed in Clause 11, Strategies.

PERFORMANCE MEASURES AND TARGETS

| PERFORMANCE AREAS | KEY MEASURES | PAST PERFORMANCE | THRESHOLD | TARGET | CAP |
|----------------------------------|---|---|-----------|--------|--------|
| 1.) Financial Management | Capital Program Cashflow Performance | Actual number of months with Expenditure falling within +/- 10% of planned Cashflow. 28.6 % | 50.0 % | 66.7 % | 75 % |
| 2.) Financial Management | Project Management Costs (% of Capital) | Project Management costs as a percentage of the annual Capital expenditure. 7.06 % | 7.00 % | 6.85 % | 6.70 % |
| 3.) Customer Service | Compliance to Grange Reporting Requirements | Percentage of Grange resolutions achieved in the stipulated twenty-one days. 60.6 % | 90 % | 95 % | 99 % |
| 4.) Environmental Protection | Sewer Connection Rates | Percentage of properties that connect within twelve months of sewer availability. 55.8 % | 56.0 % | 57.5 % | 58.0 % |
| 5.) Program Process and Practice | Tender Recommendation Milestone Achievement | Number of Project Manager tender recommendations within twenty-eight days of close of tender. 26.5 % | 50 % | 66.7 % | 75 % |

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10.

Strategy 1 Financial Management

Improve the accuracy of the Infill Sewerage cashflow estimates to fall within +/- 10% of the Capital Investment Planning System for at least six of the twelve Accounting Periods.

Actions to be implemented—

- Provide timely (at least three working days prior to the close of the Period) project variance summary to project managers highlighting those projects in need of attention.
- Train project managers in making accurate assessment of the cashflows for projects under their direction.
- Encourage greater use and understanding of the project planning and management systems to assist with the project management role including the establishment of accurate cashflow estimates.
- Lobby the Capital Investment Planning Committee to align their meetings to the Accounting Periods.

Timeframe for implementation—

The actions listed above will be initiated by August 31st, 1998.

Strategy 2 Financial Management

Reduce the Project Management costs from 7.06% to 7.00% or less, of the annual Sewerage Capital expenditure incurred by the Project Management, Infill Sewerage Branch.*

Actions to be implemented—

- Improve the Project Management procedures to clarify responsibility for each aspect of a project.
- Improve the resource management for the allocation of projects to project managers, superintendent's representatives and works inspectors.
- Review the responsibilities and duties of project managers, superintendent's representatives and works inspectors during the Acquisition Phase.
- Reduce works inspectors overtime requirement and standardise their recording of information.
- Standardise and document the tender recommendation process.

* Based on the presumption of the 1998/99 ISP capital budget being \$85.0 million.

Timeframe for implementation

The actions listed above will be initiated by August 15th, 1998.

Strategy 3 Customer Service

Increase the twenty-one day Grange resolution compliance from the current 60.6 % to at least 90.0 %.

Actions to be implemented—

- Reinforce awareness of project managers' to response times for customer complaints.
- Develop an action plan to ensure responses are provided on time.

Timeframe for implementation

The actions listed above will be initiated by July 31st, 1998.

Strategy 4 Environmental Protection

Increase the percentage of properties connecting to the sewerage scheme within twelve months of the connection becoming operational from the current 55.8 % a minimum of at least 56.0 %.

Actions to be implemented—

- Review and / or revise the existing initiatives based on the original Barrington Group report produced in 1996.
- Develop and implement new connection initiatives developed from the results of customer surveys and connection rate data analysis.

Timeframe for implementation

The actions listed above will be initiated by September 15th, 1998.

Strategy 5 Program Process and Practice

Increase the percentage of acceptable tender recommendations provided to the Manager, Project Management Infill Sewerage, within the twenty-eight day target, from the current 26.5 % to at least 50.0 %.

Actions to be implemented—

- Improve the documentation for the tender recommendation process.
- Establish and maintain a list of pre-qualified construction contractors.
- Document the requirements for a financial review, detailing the levels of acceptable financial risk and the strategies to minimise this risk.
- Document guidelines for requesting clarification from tenderers.

Timeframe for implementation—

The actions listed above will be initiated by August 31st, 1998.

CLAUSE 12—LOCAL ARRANGEMENTS

In accordance with the Water Corporation Conditions Agreement 1997.

CLAUSE 13—PERFORMANCE MONITORING

All performance data calculations shall be based upon the same information sources and basic formula as the baseline data used to establish past performance. Where other data sources have been utilized, these will be suitably identified on working papers. Detailed working papers shall be retained within the Local Area Work Group to substantiate all reporting.

Where applicable nominated positions from the Local Area Work Group shall be individually responsible for the collection and reporting of performance in accordance with the processes developed and agreed to.

The balanced "Local Area Results Report" shall be updated within ten working days of the close of each standard quarter (ie September 30th, etc) and posted on office notice boards or distributed for the information of employees. All parties to this Agreement shall have access to a copy of this Agreement and any document(s) relating to performance monitoring.

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6 Dispute Resolution Procedure.

CLAUSE 15—INCENTIVE DISTRIBUTION

The incentive payment available to employees under the provisions of Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997 and

awarded to this Local Area Work Group shall be distributed equally between employees party to this Agreement in proportion to Ordinary Hours worked, as defined in the Water Corporation Conditions Agreement 1997, during the term of this Agreement.

Entitled employees to incentive payments—

- Employees engaged full-time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share based on ordinary hours worked proportional to full time ordinary hours.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share based on ordinary hours worked proportional to full time ordinary hours for the term of the Agreement.
- Employees absent from duty on—
 - leave without pay
 - parental leave
 - seconded to external agency
 - other reasons

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and in excess of 3 months.

Categories not entitled to incentive payments—

- Corporation employees on contract as defined in Clause 3 Parties Bound.
- People working under a contract for service, e.g. an agency.
- Vacational (student) employees.
- Employees of other organisations seconded into the Corporation.

CLAUSE 16—SIGNATORIES

Signed for and on behalf of the Water Corporation.

.....signed.....

Acting Chief Executive Officer

Dated: 22/7/98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

.....signed..... *Common Seal*

General Secretary

Dated: 23/7/98

**WATER CORPORATION INFRASTRUCTURE
DEVELOPMENT BRANCH LOCAL
AGREEMENT 1998.
No. AG 199 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia
Incorporated.

No. AG 199 of 1998.

Water Corporation Infrastructure Development Branch
Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers

conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Infrastructure Development Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

[L.S.] (Sgd.) P.E. SCOTT,
Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Infrastructure Development Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

CLAUSE 1—TITLE
CLAUSE 2—ARRANGEMENT
CLAUSE 3—PARTIES BOUND
CLAUSE 4—PRECEDENCE OVER AGREEMENTS
CLAUSE 5—TERM OF AGREEMENT
CLAUSE 6—NO FURTHER CLAIMS
CLAUSE 7—DEFINITIONS
CLAUSE 8—MISSION AND OBJECTIVES
CLAUSE 9—CRITICAL SUCCESS FACTORS
CLAUSE 10—PERFORMANCE MEASURES AND TARGETS
CLAUSE 11—STRATEGIES
CLAUSE 12—PERFORMANCE MONITORING
CLAUSE 13—DISPUTE RESOLUTION PROCEDURE
CLAUSE 14—INCENTIVE DISTRIBUTION
CLAUSE 15—SIGNATORIES

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Water Corporation's Infrastructure Development Branch during the operation of this Agreement and also applies to and binds the following organisations—

Civil Service Association of Western
Australia (Inc) (CSA)

This Agreement will cover an estimated 37 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered / certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed this Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) It has the approval of the Local Area General Manager, and
- (b) The potential Corporate and Local Area incentive payments for the 1999 / 2000 financial year are identified and communicated to employees, and
- (c) Agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999 / 2000 financial year, and
- (d) Ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Infrastructure Development Branch Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**QMS**” means the Quality Management System of the Infrastructure Development Branch.

“**TIMES**” means the computer database on which employee attendance and project hours are recorded.

“**LOCAL AREA RESULTS REPORT**” means the Local Balanced Scorecard showing performance against targets.

“**BRANCH EXECUTIVE**” means the Branch Manager, all Branch Section Leaders, the Business Manager and the Executive Engineer.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and wastewater services.

Our Branch Mission is to: Position the Water Corporation through delivery of quality infrastructure assets, to achieve minimum whole-of-life costs for water supply, wastewater and drainage assets, to agreed client levels of service, and fulfilling social and environmental obligations.

Our Branch Objectives are to —

- provide an ethical and responsive engineering asset creation service
- provide a work environment that enables employees to grow and achieve personal goals that match Corporation goals
- integrate asset creation processes to achieve effective definition and efficient resource utilisation
- provide timely, clear, sufficient and costs effective conceptual designs, costing and investigation services for input to infrastructure planning purposes
- provide effective and cost efficient program management services
- provide effective and cost efficient dam safety surveillance and evaluations services
- maintain Corporation standards to world's best practice

Key Result Areas Supported by these objectives—

- Our Customers
- Commercial Performance
- Business Development
- The Environment

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

| Performance Areas | Key Measures | Past Performance | Threshold | Target | Cap | Weighting |
|--|--|-----------------------|------------|------------|------------|------------|
| 1. Excellence in Customer Service | Customer Satisfaction with Branch Product - Corporate Good Segment - Capital Segment as measured by the Branch QMS [1] [2] | 83% Not Applicable | 83% 70% | 85% 75% | 87% 78% | 15% 10% |
| 2. Product Cost | Internal Service Unit (Capital) products completed within + or - 20% of estimated cost. [2] | 25% | 70% | 80% | 85% | 20% |
| 3. Branch Budget | Percentage of Actual Expenditure/ Branch Budget | 99% | 100% | 99% | 98% | 10% |
| 4. Internal Service Unit Management | Percentage of Branch product on Capital projects [2] | Not Applicable | 40% | 45% | 50% | 20% |
| 5. Commercial Performance | Percentage of time booked as 'chargeable' hours. [3] | 80% | 80% | 83% | 85% | 15% |
| 6. Individual Employee Performance Agreement | Percentage of current employee agreements. [4] | 58% | 75% | 85% | 95% | 10% |

[1] Customer Satisfaction Rating is scored out of 9 as per QMS

[2] Year to date figures used for monitoring

[3] 'Chargeable' hours as per TIMES

[4] Plan of action is to undertake an Individual Employee Performance Agreement once per year with a review after 6 months. If either of the Performance Agreements have not taken place, then the Performance Agreement is considered NOT VALID. Based on people who have been in the Branch greater than 4 months.

All Performance Measures to be monitored quarterly.

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and / or target should be changed or deleted and whether the relative weightings should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this Clause are prescribed in Clause 11—Strategies.

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10—Performance Measures and Targets.

Strategy 1—Excellence in Customer Service

Description of the change/s to be implemented.

- To improve Customer Satisfaction with Branch Product in the Corporate Good segment from 83% to 85%.
- To achieve a Target Customer Satisfaction with Branch Product in the Capital Segment of 75%

Major steps in introducing change.

- Have Customer Satisfaction Questionnaires completed in accordance with the Branch's Quality Management System (QMS) procedures.
- Section leader to analyse each Questionnaire and investigate any adverse result (particularly scores less than 6 out of 9 ie 67%).
- Acknowledge good results through appropriate recognition.
- Complete deficiency record in QMS where necessary to ensure continuous improvement. Talk to Client about poor results and ways of improving service.
- Business Manager to maintain record of Corporate Good Segment and Capital Segment performance.

Timeframe for implementation

- In place as part of QMS with the modification to segment results in place by July 1, 1998

Strategy 2—Product Cost

Description of the change/s to be implemented.

- To control, monitor the cost of Internal Service Unit (capital) work performed and improve the estimating capabilities of the Branch.

Major steps in introducing change.

- Prepare Service Agreements (SA's) as part of all capital project initiations.
- SA's to include an estimate of Branch costs and to require the issue of an internal contract.

- Section Leaders to monitor project performance against requirement of the SA at monthly Section meetings.
- Section leaders to report performance each quarter to Business Manager.
- Business Manager to use Section data to produce Branch quarterly report for action by Branch Executive as necessary.
- Sections to gather data on estimates to continuously improve performance.

Timeframe for implementation

- July 1 1998

Strategy 3—Internal Service Unit Management

Description of the change/s to be implemented.

- To manage the Branch's Internal Service Unit to ensure that expenses are offset against revenue earned from Capital projects in accordance with the Branch's required financial performance.

Major steps in introducing change.

- Prepare SA's as part of project initiations for all Capital projects.
- SA's to include estimate of Branch costs and require the issue of an appropriate work order for work to commence.
- Section leaders to monitor project costs against estimate and ensure that changes of scope are accompanied by changes in estimates.
- Section Leaders to report compliance against requirement quarterly to Business Manager.
- Business Manager to use Section data to produce Branch quarterly report for action by Branch Executive as necessary.

Timeframe for implementation

- July 1 1998

Strategy 4—Commercial performance

Description of the change/s to be implemented.

- Increase 'chargeable' hours on projects from 80 to 83 percent. 'Chargeable' hours are as per TIMES system are defined as all hours other than hours booked to Branch Business, training and IT Systems.

Major steps in introducing change.

- Monitor 'chargeable' hours in TIMES System by Section Leaders
- Focus on areas of concern and investigate potential areas of waste
- Quarterly tracking in standard TIMES reports and necessary action by Branch Executive
- Ensure that areas of staff development are not neglected

Timeframe for implementation

- July 1, 1998

Strategy 5—Individual Employee Performance Agreements

Description of the change/s to be implemented.

To undertake Employee Performance Agreements for all employees each year.

Major steps in introducing change.

- Allocate time to undertake this task
- Streamline the process of developing a Performance Agreement
- Identify any training needs and undertake that training.
- Include Induction in Stage 1 of the agreement
- Spread interviews across the year, instead of all at the same time.
- Employees should take more responsibility to ensure Performance Development items occur.

Timeframe for implementation

From July 1, 1998.

CLAUSE 12—PERFORMANCE MONITORING

All performance monitoring data must be calculated based on the same information sources and formula used to establish the baseline data. Detailed working papers will be retained to substantiate required reporting.

Assigned Branch members will be individually responsible for collecting and reporting performance.

The Local Area Results Report will be updated within 10 days of the close of each quarter and distributed to all Branch members. A copy will be posted on the Comms area noticeboard.

The Branch Executive will monitor performance each quarter to ensure process compliance and to address areas of concern.

Copies of the Agreement and all documentation going to performance should be made available to employees and the union parties.

CLAUSE 13—DISPUTE RESOLUTION

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure.

CLAUSE 14—INCENTIVE DISTRIBUTION

(A) The total Water Corporation Incentive Pool is determined by the methodology prescribed in Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997.

(B) Employees share of the Incentive Pool provided in paragraph (A) is subject to the achievement of targets prescribed in Clause 10 Performance Measures and Targets and Clause 11 Strategies of this Agreement.

(C) The incentive payment awarded to the Infrastructure Development Branch Local Area is to be distributed equally (pre-tax) among those employed here in proportion to ordinary time worked during the term of the Agreement.

- Employees engaged full time during the full term of this Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share based on time worked proportioned to full time.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees absent from duty on leave without pay, parental leave or seconded to an external agency to have the period of absence deducted from service over the term of this Local Agreement. Service will only be deducted when the period of absence is continuous and in excess of 3 months.

CLAUSE 15—SIGNATORIES

..... Signed

Acting Chief Executive Officer—Water Corporation

Dated: 22/7/98

.... Signed..... Common Seal

General Secretary

Civil Service Association of Western Australia Incorporated

Dated: 23/7/98

WATER CORPORATION INFRASTRUCTURE PLANNING BRANCH LOCAL AGREEMENT 1998.

No. AG 203 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia Incorporated.

No. AG 203 of 1998.

Water Corporation Infrastructure Planning Branch Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Infrastructure Planning Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT, Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Infrastructure Planning Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 PERFORMANCE MONITORING
- CLAUSE 13 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 14 INCENTIVE PAYMENTS AND DISTRIBUTION
- CLAUSE 15 SIGNATORIES

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Infrastructure Planning Branch during the operation of this Agreement and also applies to and binds the following organisations—

Civil Service Association of Western Australia (Inc) (CSA)

This Agreement will cover an estimated 70 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed the Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (1) It has the approval of the Local Area General Manager, and
- (2) The potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (3) Agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- (4) Ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

"Agreement" means the Water Corporation Infrastructure Planning Branch Local Agreement 1998.

"Corporation" means the Water Corporation established under Section Four of the Water Corporation Act 1995.

"Client Questionnaires" are a survey form, consisting of 6 questions, sent to the Client at the completion of a project, for them to critically assess the performance of the Infrastructure Planning Branch in undertaking the project.

"Assignment Manager" is a senior planner with substantial experience, who acts in a project director role for projects within the Branch.

CLAUSE 8—MISSION, ROLE AND OBJECTIVES

The mission of Infrastructure Planning Branch is to position the Corporation, through quality infrastructure planning, policy and advice, to achieve Corporate business objectives within agreed customer levels of service and negotiated social and environmental obligations.

The Role of the Branch is to provide proactive and effective infrastructure and asset management planning and operational advice services, to enable the provision of quality water services to Corporation customers at minimum long term cost; and to a standard acceptable to the community and regulators.

The Branch Objectives are to—

- Understand and satisfy internal stakeholder needs for infrastructure and asset management planning.

- Provide strategic and infrastructure planning in support of Corporation business objectives.
- Ensure the delivery of a quality engineering assets planning and advice service which delivers agreed levels of service to customers at minimum long term cost to the Corporation, in an environmentally and socially responsible manner.
- Focus on strategic, high impact areas of engineering assets planning.
- Ensure a work environment that creates job satisfaction and enables employees to grow and achieve personal goals that match the goals of the Corporation.
- Ensure integration of asset creation planning processes to achieve effective planning and efficient resource utilisation.
- Ensure that our services and products are provided in a timely and appropriate manner to facilitate the development of new industries and land in the State.
- Be aware of emerging issues relating to the provision of water, wastewater and drainage services.
- Communicate to key stakeholders the overall current status of planning throughout the State to ensure that there are no surprises for those stakeholders.

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External Factors
We are driven by our need to satisfy the demands of our external environment. We actively search our environment for information to enable us to generate and take full advantage of opportunities, minimise and competently manage threats, please our current and potential customers and stay ahead of our competitors. We strive to assist and support our customers as our first priority to business, and recognise them as the source of our employment.
- Speed
We will be characterised by speed in everything we do. Our opportunities will be measured by hours and days rather than months and years. Our customers will not wait if we cannot respond or deliver, but will use a competitor, or an alternative product or service. Our business success will depend on our ability to become faster and more efficient in developing responses to customers' needs, making business decisions and implementing them.
- Flexibility
We will be characterised by the ability to deliver on customer requirements in a time, place and manner agreed with the customer. We will refuse to accept systems and processes which do not support our ability to deliver upon our customers' requirements. We will train, empower and reward each other to foster our ability to deliver.
- Integration
We will be characterised by our ability to coordinate our activities with other business units. All strategies and initiatives developed by our Local Area are integrated with each other and the strategies of other business units. We constantly communicate simply and effectively with people inside and outside the organisation.
- Innovation
We will maintain a competitive advantage by seizing innovation to deliver greater advantage to our customers. We see all changes as an opportunity to innovate and deliver greater value. We are recognised by our customers as a highly innovative and useful business unit, and are sought out for our ability to solve our customers' problems.
These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are

- Satisfy our customers
- Respect People
- Always do better

- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Infrastructure Planning Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed. Strategies for achieving the Performance Measures and Targets contained in this Clause are prescribed in Clause 11.

| PERFORMANCE AREAS | HOW CALCULATED OR DETERMINED | PAST PERFORMANCE | THRESHOLD | TARGET | CAP | WEIGHTING |
|--|---|--|----------------------------|--|---|-----------|
| • Customer Satisfaction | Average of individual project Client Questionnaires | 1995/96 – 7.79 1996/7 – 7.85 1997/8 – 7.60 [1] | 7.6 | 7.7 | 7.9 | 15 |
| • Project Cost | Sum of actual cost of projects / Sum of estimated cost of projects | 1995/96 – 1.16 1996/7 – 0.99 1997/8 – 0.89 [1] | 0.8-1.2 | 0.8-1.1 | 0.85-1.05 | 20 |
| • Branch Budget | Percentage of Actual Expenditure / Branch Budget | 1996/97 – 100.24 | 100 | 99 | 98 | 10 |
| • Progress on Infrastructure Planning Program | Percentage of planning projects on program delivered [2] | 73 | 73 | 85 | 95 | 25 |
| • Quality Management System (QMS) Implementation | Internal & External audit and certification as per Quality Management System requirements | System in place without successful internal audit | Documented system in place | Pass internal audit of Quality Management System | Gain and retain certification of system | 20 |
| • Individual Employee Performance Agreements | Percentage of current Performance Agreements [3] | 0 | 75 | 85 | 95 | 10 |

[1] Financial year to date figures used for reporting on monitoring

[2] Infrastructure Planning Program with a substitution process for new projects. Only Infrastructure Planning Branch projects included.

[3] Plan of action is to undertake a Performance Agreement once per year with a review after 6 months. If either of the meetings have not taken place, then the Performance Agreement is considered NOT VALID. Based on people who have been in Branch greater than 4 months.

Nb. All performance measures to be monitored three monthly

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets as prescribed in Clause 10.

Strategy 1. (Supports all Performance Measures & Targets)

Change

Improve and maintain communication, both internal and external to the Branch.

Major steps in introducing change.

External

- Communicate with Regions/stakeholders to obtain feedback regarding our current planning products and possible new and variations of products.
- Communicate importance of the project closeout questionnaires to Regions. Examine previous and future Client Questionnaires and evaluate areas for improvement highlighted by clients. Identify areas of low customer satisfaction and endeavour to improve.
- Consider making a single person responsible for interacting with a set of Regions, possibly one for water, one for wastewater and one for drainage issues.

Internal

- People should know what everyone else in the Branch does. An awareness session will be organised, especially for new staff.
- Examine the possible use of email/intranet to improve internal communication.
- Examine the desirability of a weekly bulletin with Infrastructure Planning Branch news.
- Intranet to have Infrastructure Planning Branch standard documents for easy access.

Strategy 2 (Supports all Performance Measures & Targets)

Change

To maintain and improve the efficiency and effectiveness of planners undertaking projects.

Major steps in introducing change.

- Planning projects should be scoped clearer with the assistance of the Regions and Stakeholders. Consider integration aspects at the project scoping phase.
- Shorter planning reports. Use previous reports as skeletons.
- Increased use of standards.
- Training for new staff members by having an induction program.
- Continue training for existing staff members as necessary.
- Appoint Assignment Managers in sections where required.
- Large projects should be broken down into smaller sub-projects. Teams can be assigned to the larger projects.
- Continue to rotate staff through various sections in the Branch as well as other Branches in the Corporation to gain additional experience.

Strategy 3. (Supports Performance Measures & Targets Numbers 1 to 4)

Change

Increase percentage of projects completed on the Infrastructure Planning Program.

Major steps in introducing change.

- Interaction with Regions to develop a consolidated high priority program. Ensure program focuses on the strategic, important projects. Hold meetings with Regions / stakeholders to document the need, scope, timeframe for projects.
- These discussions with Regions should be at the Regional Offices. Meet with Regions at least twice per year to discuss the Infrastructure Planning Program and other issues.
- Develop and gain corporate endorsement of a criteria matrix and documentation for prioritising projects. Investigate the use of the existing/new Capital

Investment Program processes for allocating projects onto the program.

- Manage the Infrastructure Planning Program more rigorously, especially addition of new projects. Need one person in control – program manager
- The plan should be available to all stakeholders / clients in a user friendly format on Intranet.
- Reduce resources applied to less important projects.

Strategy 4 (Supports Performance Measures & Targets number 5)

Change

To further develop and implement the Quality Management System.

Major steps in introducing change.

- Undertake training and awareness sessions.
- Increased commitment from staff for the use of the Quality Management System.
- Put the Quality Management System document on the Intranet.
- Put quality time into refining the Quality Management System. Re-assess procedures and rewrite, if necessary.
- Incorporate a checklist.
- Include a new staff induction process in the Quality Management System.
- Include review of adherence to Quality Management System in project peer reviews.

Strategy 5. (Supports Performance Measures & Targets numbers 2 & 4)

Change

To reduce the planner’s time taken in the data collection process.

Major steps in introducing change.

- Use Planning Support Group to gather data as much as possible.
- Utilise Corporation databases.
- Gather monitoring information and data from Regions, prior to the project commencement. This should be identified at the time when the Infrastructure Planning Program is being compiled.
- Develop database of infrastructure costs.
- List where data is located and how it is retrieved. Pass this information on to planners.

Strategy 6 (Supports Performance Measures & Targets number 6)

Change

To complete Performance Agreements with all employees.

Major steps in introducing change.

- Allocate time to undertake this task.
- Streamline the process of developing a Performance Agreement.
- Identify any training needs and undertake that training.
- Obtain support tools for preparation of the Performance Agreement.
- Include Induction as Stage 1 of the Performance Agreement.
- Spread interviews across the year, instead of all at the same time.
- Employees should take more responsibility to ensure Performance Agreement items occur.

CLAUSE 12—PERFORMANCE MONITORING PROCEDURE

Data on the Performance Measures (1) Customer Satisfaction, (2) Project Cost, (3) Branch Budget and (4) Progress on Infrastructure Planning Program, are captured via the existing administration systems.

The other two, (5) Quality Management System Implementation and the (6) Employee Performance Agreements do not need new systems to monitor them.

All performance measures will be monitored 3 monthly and records kept.

Employees and the union party to this Agreement shall have access to a copy of this Agreement and any documents relating to performance monitoring.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6 – Dispute Resolution Procedure.

CLAUSE 14—INCENTIVE PAYMENTS AND DISTRIBUTION

(1) The total Water Corporation Incentive Pool is determined by the methodology prescribed in Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997

(2) Employees share of the Incentive Pool provided for in paragraph (A) is subject to achievement of targets prescribed in Clause 10 Performance Measures and Targets and Clause 11 Strategies of this Agreement.

(3) The guiding principle in the distribution of any incentive payments is that all staff contribute equally towards the vision of the Branch and therefore should receive the same amount in the hand after an employee’s marginal tax rate has been applied. Therefore, a weighting factor will be applied to ensure that each employee receives an equivalent disposable amount.

Only the Water Corporation salary will be taken into account when determining an employee’s tax rate (prior to any salary packaging). Any changes due to external interests will not be considered.

The distribution of monies will be in accordance with the following criteria.

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share based on the time worked proportional to full time.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees absent from duty on (1) leave without pay, (2) parental leave or (3) seconded to external agencies, shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments include—

- Corporation employees on contract as defined in Clause 3—Parties Bound.
- People working under contract for service (eg. An agency)
- Vocational students
- Employees of other organisations seconded in to the Corporation.

CLAUSE 15—SIGNATORIES

.....signed.....
 Acting Chief Executive Officer, Water Corporation
 Dated: 22/7/98

.....signed..... *Common Seal*
 General Secretary
 Civil Service Association of Western Australia Incorporated
 Dated: 23/7/98

**WATER CORPORATION LAND DEVELOPMENT
BRANCH LOCAL AGREEMENT 1998.
No. AG 204 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia
Incorporated.

No. AG 204 of 1998.

Water Corporation Land Development Branch Local
Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Land Development Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

[L.S.] (Sgd.) P. E. SCOTT,
Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Land Development Branch Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 PERFORMANCE MONITORING
- CLAUSE 13 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 14 INCENTIVE DISTRIBUTION
- CLAUSE 15 SIGNATORIES

APPENDIX A

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Land Development Branch during the operation of this Agreement and also applies to and binds the following organisation—

CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA (INC) (CSA)

This Agreement will cover an estimated 35 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to

the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed the Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) It has the approval of the Local Area General Manager, and
- (b) The potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) Agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- (d) Ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Land Development Branch Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**DSS**” means the Decision Support System which is a software package used to assist the Land Development Branch to forecast land development.

“**FTE**” means Full Time Equivalent which is the term used to describe a substantive employee within the Corporation.

“**GM P&D**” means the General Manager, Planning and Development Division.

“**GRANGE**” refers to the computer program which is being adopted by the Corporation to replace the existing revenue systems.

“**LDMS**” means Land Development Management System which is a computer program which is used to record and process all developers applications for subdivisions.

“**Local Agreement Development Committee**” refers to a group of nominated people within the Land Development Branch who are responsible for monitoring the local agreement.

“**Local Area Results Report**” refers to the information outlining the performance indicator results each period.

“**MLO**” means the Ministerial Liaison Officer who coordinates ministerial responses to the Minister.

“**Priority One Responses**” refer to all Ministerials, Cabinet comment sheets, Parliamentary Questions and responses in the Managing Director's name.

“**SAP**” means Systems and Applications Products which is an integrated software package which allows different main-frame systems to “talk” to each other.

“**TIMES**” refers to the software package which allows employees to record the time worked each day and allocate their time to key land development processes.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

The Mission of the Land Development Branch is to influence land planning processes for the provision of water

infrastructure on a timely basis, while meeting Corporate objectives and our customers needs.

Our Branch Objectives are to —

- Achieve recognition as an excellent customer focused Branch by—
 - undertaking and influencing our customers current and future needs in different market segments
 - aligning our processes to meet the needs of our customers
 - achieving an improved level of customer service to both internal and external customers.
- Achieve continuing real reduction in operating costs.
- Maintain and enhance our influence in the land development process to secure new customers.
- Identify commercial opportunities in new markets.
- Identify potential markets.
- Satisfy relevant statutory requirements.

(Key Result Areas Supported by these objectives—

Our Customers, Commercial Performance, Business Development, The Environment

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

| Performance Areas | Key Measures | Frequency | Past Performance | Threshold | Target | Cap |
|--|--|-----------------------------------|---|-------------------------------|-------------------------------|-------------------------------|
| 1. Budget Management | Expenditure as a % of approved budget - where approved budget means level of funding approved by GM P&D | Annually target monitored monthly | 1996/97 +2% or \$70234 | 100% of budget | 99 % of budget | 98 % of budget |
| 2. Developer Contributions | Developer contributions expected Vs Actual received | Annual target monitored monthly | 1996/97 (1st 6 mths) -26% 1997/98 (1st 6 mths) -2.55% | + or - 10% of forecast | + or - 7% of forecast | + or - 4% of forecast |
| 3. Priority One Responses | % responded to on time to GM P&D to acceptable standard - where GM P&D is allowed two days to review response or one day if no changes involved prior to submission to MLO | Monthly | YTD 1997/98 76% | 90% (Corporate Std) | 95% | 100% |
| 4. External Customer Survey | Customer satisfaction:- cumulative %'s of quite good, very good, & excellent averaged across 5 categories. | Six Monthly | 1998 66.2% | 67% | 70% | 72% |
| 5. Work Efficiency | % of key tasks completed on time + a workload factor | Monthly | Benchmark factor is performance for financial year 1997/98. This base factor = 0% | 1% gain (Minimum 85% on time) | 3% gain (Minimum 85% on time) | 5% gain (Minimum 85% on time) |
| 6. Overall continuous improvement in cost per products | % decrease in cost per product across Branch | Annual target monitored monthly | 1996 Vs 1997 15% improvement ie (decrease in cost per product) for Subdivision Svces | 2% | 4% | 6% |

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and / or target should be changed or deleted and whether the relative weightings should be reviewed. Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11—Strategies.

CLAUSE 11—STRATEGIES

The following strategies support the performance measures and targets prescribed in Clause 10—Performance Measures and Targets.

Strategy 1. BUDGET MANAGEMENT

Description of the change/s to be implemented.

Closely monitor budget monthly to achieve 1% below budget

Major steps in introducing change.

Section Managers to closely monitor and update cash flows and report results and any variations to the Manager monthly.

Time frame for implementation

Immediate

Strategy 2. DEVELOPER CONTRIBUTIONS

Description of the change/s to be implemented.

To achieve forecasting of annual developer contributions and works handed over to within 7%

Major steps in introducing change.

- Decision Support System (DSS) links to Grange and SAP required
- Improve links with LDMS
- Influence MDP forecasting
- Improve data input for building stage headworks and works handed over

Time frame for implementation

Throughout 1998/99

Strategy 3. PRIORITY ONE RESPONSES

Description of the change/s to be implemented.

To achieve a response rate of 95% on time for all Priority One requests

Major steps in introducing change.

- Clarify guidelines on Corporate requirements
- Manager and Section Managers to review internal process with a view to making it more efficient

Time frame for implementation

March 98

Strategy 4. EXTERNAL CUSTOMER SURVEY

Description of the change/s to be implemented.

To achieve target set at 70% for Customer Satisfaction.

Major steps in introducing change.

- Identify target customers
- Ensure Customer First is operating effectively and information is being received from all members of the Branch and updated accordingly
- conduct survey 6 monthly
- monitor through spotchecks with Customers using standard response sheet

Time frame for implementation

June 1998

Strategy 5. WORK EFFICIENCY

Description of the change/s to be implemented.

Achieve greater productivity per person/FTE

Major steps in introducing change.

- Continuing modifications to LDMS

NB: Policy changes, the external environment, and reviews by other Branches will have an impact on performance

- Review structure of TIMES to ensure data is captured into key process areas
- Each Section to review key processes to determine what is to be measured

Time frame for implementation

End of 1998

Strategy 6. OVERALL CONTINUOUS IMPROVEMENT IN COST PER PRODUCT

Description of the change/s to be implemented.

Achieve a continual reduction in real costs associated with the Branch's key products.

Major steps in introducing change.

- Continually review existing processes to determine opportunities for improvement
- Review structure of TIMES to ensure data is captured into the correct key process areas
- Each Section to review key processes to determine appropriate unit costs per product

Time frame for implementation

Ongoing

CLAUSE 12—PERFORMANCE MONITORING

All performance data will be calculated based on the same information sources and formula as the baseline data.

Detailed working papers will be retained to substantiate monthly reporting.

Members of the local area will be individually responsible for collecting and reporting performance in accordance with the schedule posted by the Local Agreement Development Committee during the year. The Business Manager will be responsible for coordinating the process.

The Local Area Results Report will be updated within 10 days of the close of each month and distributed to all members of the local area. A copy will be posted on the Branch's notice board.

Employees shall have access to a copy of this Agreement and any documents relating to performance monitoring.

Copies of the Agreement and all documentation going to performance should be made available to employees and the union parties.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure.

CLAUSE 14—INCENTIVE DISTRIBUTION

Entitlement for performance incentive payments prescribed in Clause 3.11 Lump Sum & Incentive Payments of the Water Corporation Conditions Agreement 1997 will be awarded on a pro rata basis as per the Corporate Guidelines attached at Appendix A.

The guiding principle in the distribution of any incentive payments is that all staff contribute equally towards the vision of the Branch and therefore should receive the same amount in the hand after tax. The tax rate to be used is based on an employee's marginal tax rate from Water Corporation salary only (prior to any salary packaging arrangements) and does not take into account any external interests which may vary an employee's tax rate. Therefore, a weighting factor will be applied to ensure that each employee receives an equivalent amount.

CLAUSE 15—SIGNATORIES

.....Signed.....

Acting Chief Executive Officer—Water Corporation

Dated: 22 / 7 / 98

.....Signed..... *Common Seal*

General Secretary, Civil Service Association of Western Australia Incorporated

Dated: 23 / 7 / 98

APPENDIX A

GUIDELINES FOR THE PAYMENT OF PERFORMANCE INCENTIVE PAYMENTS PRESCRIBED UNDER THE CORPORATION CONDITIONS AGREEMENT 1997

These Guidelines apply equally to all Corporation employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

Application of these Guidelines is not mandatory, as Local Agreements may provide for different arrangements for entitlements to the incentive payments.

PERFORMANCE LINKED INCENTIVE PAYMENTS

The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for two 12 month periods ending 30 June 1999 and 30 June 2000.

Each annual incentive payment comprises two components, one for the achievement of Corporate targets and the other for the achievement of local area targets.

Entitlement to these payments may be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

ENTITLEMENT

- Employees engaged full-time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part-time during the full term of the Local Agreement shall be entitled to a share based on time worked proportional to full-time.
- Employees who start or finish during the term of a Local Agreement shall be entitled to a share on time worked proportional to full-time.
- Employees absent from duty on—
 - leave without pay
 - parental leave
 - seconded to external agency
 shall have the period of absence deducted from service over the term of the Local Agreement.

Service will only be deducted from service when the period of absence is continuous and in excess of 3 months.

Categories not entitled to incentive payments—

- Corporation employees on contract as defined in Clause 3—Parties Bound
- People working under a contract for service, e.g. an agency
- Vacational (student) employees
- Employees of other organisations seconded into the Corporation

Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.

**WATER CORPORATION MANAGEMENT REVIEW
& AUDIT BRANCH LOCAL AGREEMENT 1998.**
No. AG 207 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia
Incorporated

No. AG 207 of 1998.

Water Corporation Management Review & Audit Branch
Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Management Review & Audit Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P.E. SCOTT,
Commissioner.

[L.S.]

—————

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Management Review & Audit Branch Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

CLAUSE 1 TITLE

CLAUSE 2 ARRANGEMENT

CLAUSE 3 PARTIES BOUND

CLAUSE 4 PRECEDENCE OVER AGREEMENTS

CLAUSE 5 TERM OF AGREEMENT

CLAUSE 6 NO FURTHER CLAIMS

CLAUSE 7 DEFINITIONS

CLAUSE 8 MISSION AND OBJECTIVES

CLAUSE 9 CRITICAL SUCCESS FACTORS

CLAUSE 10 PERFORMANCE MEASURES AND
TARGETS

CLAUSE 11 STRATEGIES

CLAUSE 12 PERFORMANCE MONITORING

CLAUSE 13 DISPUTE RESOLUTION PROCEDURE

CLAUSE 14 INCENTIVE DISTRIBUTION

CLAUSE 15 SIGNATORIES

Appendix A: Results Report

APPENDIX B:

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Management Review & Audit Branch during the operation of this Agreement and also applies to and binds the following organisations—

Civil Service Association of Western Australia (Inc)
(CSA)

This Agreement will cover an estimated 3 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from 1 July 1998 until 30 June 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Management Audit & Review Branch Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**MR&A**” means the Management Review & Audit Branch.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Branch Mission is to:

Provide independent management review and audit services across all corporate business to assist the Audit and Compliance Committee, Managing Director and senior management enhance the performance and integrity of the Corporation in the immediate and longer term.

Our Branch Objectives are to —

- Provide a professional value added service to our customers.
- Ensure the timely follow-up and close out of Audit recommendations.
- Ensure that costs are kept within budget.

Key Result Areas Supported by these objectives: Customer Service, Superior Financial Performance, Environment.

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation.

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are—

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Management Review & Audit Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed. Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11: Strategies.

| Performance Areas | Key Measures | Weight Factor | Past Performance | Threshold | Target | Cap |
|---|--|---------------|--|------------------------------------|--|--|
| Customer agreement that MR&A provide a positive contribution to the Corporations Business | Survey results reflecting the degree of customer satisfaction | 20 % | 81 % agree | 81 % | 84% | 87% |
| Extent of cost recovery against the budget | Estimated potential savings resulting from the completion of the annual Review & Audit Program | 40 % | N/A | Recovery of base line budget costs | Base line budget + \$500 000 | Base line budget + \$750 000 |
| Program Delivery | Degree of completion of the MR&A program to issue of draft report stage by the end of financial year | 20% | 80% Complete | 80% Complete | 90% Complete | 100% Complete |
| Degree of Audit and Compliance Committee satisfaction with the service provided by MR&A | Survey results reflecting degree of Audit and Compliance Committee satisfaction | 20 % | Committee will be surveyed prior to end of financial year to establish performance | N/A | Improve performance in 25% of areas measured | Improve performance in 30% of areas measured |

CLAUSE 11—STRATEGIES

The Management Review & Audit Branch is committed to the following strategies to support the Performance Measures and Targets prescribed in Clause 10.

Strategy 1.

Description of the change/s to be implemented.

Improve to 80% customers satisfaction with MR&A's ability to provide a positive contribution to the Corporation's business.

Note: This measure will be based on a simple average of survey results.

Major steps in introducing change.

1. Review and enhance the MR&A handbook to reflect the increased emphasis on contributing to the Corporation's business and keeping customers informed.

2. Establish closer interpersonal relations with customers.

3. Ensure survey forms are issued and returned by recording distribution and return.

4. Introduce a more positive focus and ensure controversial findings are adequately resolved.

Time frame for implementation

- Update handbook—by end of April.
- Establish closer interaction — immediately.
- Ensure survey forms are issued and returned—immediately.

Strategy 2.

Description of the change/s to be implemented.

Identify potential cost savings or cost avoidance of \$500 000 in excess of the branch base line budget.

Note: A current base line does not exist although a tentative budget has been put forward.

Any adjustments in excess of 500 000 base line will be excluded.

Major steps in introducing change.

1. Identify potential savings during planning phase.

2. Where appropriate, flag potential for savings in the project terms of reference.

3. Identify potential savings in project reports and agree with key stakeholders.

4. Introduce a savings register.

Time frame for implementation

- All actions will commence — immediately.

Strategy 3.

Description of the change/s to be implemented.

Complete 80% of the MR&A review and audit program to issue of draft report stage by the end of the financial year.

Note: Subject to adjustments resulting from any unforeseen changes to staffing levels.

Major steps in introducing change.

1. Ensure staff are aware of the performance reported to the Audit and Compliance Committee.

2. Discuss progress on individual projects at weekly branch meetings.

3. Staff to regularly update project plan with current status.

4. Discuss delays with key stakeholders when required to facilitate completion of the project.

*Where projects are delayed or rescheduled due to circumstances beyond the control of MR&A they will be notated and excluded from the population measured to establish performance.

Time frame for implementation

- Immediately.

Strategy 4.

Description of the change/s to be implemented.

Improved Audit and Compliance Committee's satisfaction with the service provided by MR&A.

Note: This measure will be based on a simple average of survey results.

Major steps in introducing change.

1. Design and implement a survey form for completion by the Audit and Compliance Committee. A minimum of five elements to be surveyed.

2. Survey Audit and Compliance committee three times a year.

Time frame for implementation

- Design survey form and obtain approval—May 1998.
- Conduct surveys—commencement of financial year mid year and end of financial year.

CLAUSE 12—PERFORMANCE MONITORING

The Manager MR&A Branch will monitor performance on an ongoing basis and ensure appropriate documentation is available on file for audit purposes. Members of MR&A Branch will be responsible for collecting performance data and reporting on a monthly basis to the members of the local area. This performance information shall be forwarded to all unions party to this Agreement. Employees shall have access to a copy of this Agreement and any documents relating to performance monitoring.

A pro forma for reporting results at the conclusion of this Agreement is included in Appendix A.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

The procedure prescribed in the Water Corporation Conditions Agreement 1997, Clause 5.6 DISPUTE RESOLUTION PROCEDURE shall apply to this Agreement.

CLAUSE 14—INCENTIVE DISTRIBUTION

Employees are entitled to a share of an incentive payment according to Clause 3.11 LUMP SUM AND INCENTIVE PAYMENTS of the Water Corporation Conditions Agreement, 1997. The incentive payment available shall be distributed equally as a flat dollar amount amongst all employees covered by the Agreement. Entitlement to the incentive payments shall be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement, according to the guidelines contained in Appendix B.

CLAUSE 15—SIGNATORIES

Signed for and on behalf of the Water Corporation.

....Signed.....

ACTING CHIEF EXECUTIVE OFFICER

Dated: 22/ 7 / 98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

....Signed.....*Common Seal*

Dated: 23/ 7 / 98

Appendix A: Results Report

| | Branch Performance Measures | | | | Corporate Performance Measures | | | |
|-----------------------------|-----------------------------|------------------|----------------------|--------------------------------------|--------------------------------|--------------------|------------------|-------------|
| | Customer Agreement (%) | Savings (\$) | Program Delivery (%) | Audit & Comp Committee Agreement (%) | Customer Excellence | Financial Perform. | Business Develop | Environment |
| Long Term Target | | | | | | | | |
| Cap | 85 | Budget + 750,000 | 100 | Improvement in 30% of measures | | | | |
| Year One Target | 80 | Budget + 500,000 | 90 | Improvement in 25% of measures | | | | |
| Threshold | 76 | Cost Recovery | 80 | N/A | | | | |
| Past Performance | 76 | N/A | 80 | N/A | | | | |
| Year One Performance | | | | | | | | |
| Achievement Weighting | 20 | 40 | 20 | 20 | | | | |
| TOTAL Achievement | | | | | | | | |

Total Score for Div. Area =
 Maximum Div Area Incentive =

Div Area Component of Incentive Payment: =

Total Incentive for Branch =

APPENDIX B

GUIDELINES FOR THE PAYMENT OF PERFORMANCE INCENTIVE PAYMENTS PRESCRIBED UNDER THE CORPORATION ENTERPRISE AGREEMENT 1997.

These Guidelines apply equally to all Corporation Employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

PERFORMANCE LINKED INCENTIVE PAYMENTS

The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for the 12 month period ending 30 June 1999.

The annual incentive payment comprises two components, one for the achievement of Corporate performance targets and the other for the achievement of local area targets.

Entitlement to the payments may be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

Entitlement

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share of the incentive payment based upon time worked in proportion to full time.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share of the incentive payment based upon time worked in proportion to full time.

- Employees absent from duty on:
 - leave without pay
 - parental leave
 - seconded to external agency
 - other reasons

shall have the period of absence deducted from service over the term of the Local

Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments

- Corporation employees on contract as defined in Clause 3: PARTIES BOUND.
- People working under a contract for service eg. an agency
- Vacation (student) employees
- Employees of other organisations seconded in to the Corporation*

**Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.*

**WATER CORPORATION MID WEST REGION
LOCAL AGREEMENT 1998.**

No. AG 190 of 1998.

**WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.**

Industrial Relations Act 1979.

Water Corporation
and

The Australian Workers' Union, West Australian Branch,
Industrial Union of Workers and Others.

No. AG 190 of 1998.

Water Corporation Mid West Region Local Agreement
1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Mr R J Krygsman on behalf of The Australian Workers' Union, West Australian Branch, Industrial Union of Workers, Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, Mr G Sturman on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch and Mr J Murie on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering Electrical Division, WA Branch, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Mid West Region Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,

[L.S.]

Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Midwest Region Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 LOCAL ARRANGEMENTS
- CLAUSE 13 PERFORMANCE MONITORING
- CLAUSE 14 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 15 INCENTIVE DISTRIBUTION
- CLAUSE 16 SIGNATORIES
- APPENDIX 1 PERFORMANCE INDICATORS
- APPENDIX 2 INCENTIVE DISTRIBUTION GUIDELINES
- APPENDIX 3 MID WEST REGION RESULTS REPORT

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Midwest Region during the operation of this Agreement and also applies to and binds the following organisations—

THE AUSTRALIAN WORKERS UNION, (AWU)
CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA (INC) (CSA)

AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION OF WORKERS, WESTERN AUSTRALIAN BRANCH (AMWU)

COMMUNICATIONS, ELECTRICAL, ELECTRONIC, ENERGY, INFORMATION, POSTAL, PLUMBING AND ALLIED WORKERS UNION OF AUSTRALIA, ENGINEERING & ELECTRICAL DIVISION, WESTERN AUSTRALIAN BRANCH (CEPU)

This Agreement will cover an estimated 110 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed this Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) it has the approval of the Local Area General Manager, and
- (b) the potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- (d) ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

"Agreement" means the Water Corporation Midwest Region Local Agreement 1998.

"Corporation" means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

1) The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and a world class manager of water and wastewater services.

2) The Midwest Region's Mission is to—

To be a successful business providing quality water-related services to customers to enhance their lifestyle and to support the future development of the Midwest Region.

3) Our Objectives are to—

- Provide exceptional customer service
- Achieve superior commercial performance
- Deliver business development and growth
- Demonstrate sound environmental management
- Comply with statutory and regulatory requirements
- Manage our assets responsibly
- Maintain a safe and healthy work environment
- Retain motivated and skilled employees
- Manage within the framework of regional values

4) These objectives support the Water Corporation's Key Result Areas of—

- Excellence in Customer Service
- Superior Financial Performance
- Business Development and Growth
- Effective Environmental Performance

CLAUSE 9—CRITICAL SUCCESS FACTORS

1) Critical Success Factors

The following Critical Success Factors have been identified for the Water Corporation and shall be adopted by the Midwest Region—

- External Focus

We are driven by our need to satisfy the demands of our external environment. We actively search our

environment for information to enable us to generate and take full advantage of opportunities, minimise and competently manage threats, please our current and potential customers and stay ahead of our competitors. We strive to assist and support our customers as our first priority in business, and recognise them as the source of our employment.

• Speed

We will be characterised by speed in everything we do. Our opportunities will be measured by hours and days rather than months and years. Our customers will not wait if we cannot respond or deliver, but will use a competitor, or an alternative product or service. Our business success will depend on our ability to become faster and more efficient in developing responses to customers’ needs, making business decisions and implementing them.

• Flexibility

We will be characterised by the ability to deliver on customer requirements in a time, place and manner agreed with the customer. We will only use systems and processes which support our ability to deliver upon our customers’ requirements. We will train, empower and reward each other to foster our ability to deliver.

• Integration

We will be characterised by our ability to coordinate our activities with other business units of the Water Corporation. All strategies and initiatives developed by the Midwest Region are integrated with each other and that of other business units. We constantly communicate simply and effectively with people inside and outside the Region.

• Innovation

We will maintain a competitive advantage by seizing innovation to deliver greater advantage to our customers. We see all changes as an opportunity to innovate and deliver greater value. We are recognised by our customers as a highly innovative and useful business unit, and are sought out for our ability to solve our customers’ problems.

In addition to the above, the Region has also recognised the need to apply the following critical success factor to the business environment in which it operates—

• Commercial Focus

The Midwest Region will operate on a commercial basis. We will demonstrate sound business management and ensure that our focus at every level is on performance (results) and not effort or activity. We will seek productivity improvements. Our financial outcomes will be developed against a “desired state” commercial balance sheet and profit and loss account with an emphasis on asset performance and business net worth.

2) Values

The Midwest Region is committed to the following values which define what is important and shape the way in which we will meet the challenges of a competitive environment—

- We are a professional team. We treat each other with trust and respect.

- We hold that every employee is entitled to a healthy, safe and satisfying work environment.
- We believe quality decisions are based on measurement and fact.
- We foster open communication through honest and fair dealings with our customers, suppliers and each other. We provide accurate and timely information through regular consultation and feedback.
- We recognise that we are all customers and suppliers to those with whom we work. We have a right to expect good work from others and an obligation to contribute quality work.
- We encourage initiative and support individuals in making decisions in their work area.
- We value each others efforts and skills and recognise the contribution each makes to the achievement of our business goals. Our future depends on fostering self-improvement through continued learning.
- We recognise and value the role families play in the general well being of our employees.
- We value our integrity and conduct our business in a manner that is socially and ethically responsible.

The above regional values support the Water Corporation’s values of—

- Satisfy our customers
- Respect people
- Always do better
- Act with integrity
- Respect the environment

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

1) The performance indicators, measures and targets outlined in Table 1 below prescribe the basis on which this Agreement will be evaluated.

2) The first four indicators have been established to reflect progress against the Corporation’s Key Result Areas.

| Key Result Areas | Performance Indicator |
|---------------------------------------|----------------------------|
| • Excellence in Customer Service | —Customer Satisfaction |
| • Superior Financial Performance | —Financial Performance |
| • Business Development and Growth | —Business Development |
| • Effective Environmental Performance | —Environmental Performance |

3) The final indicator, “Safety Performance” enables the Region to assess its progress against the Corporation’s Key Support Area of “People”.

4) Appendix 1 of this Agreement prescribes guidelines on the selection, sourcing and calculation of the performance indicators.

5) In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Midwest Region to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.

6) Strategies for achieving the performance measures and targets contained in this clause are prescribed in Clause 11, Strategies.

7) Appendix 3 of this Agreement describes the Midwest Region Results Report.

Table 1: Performance Indicators, Measures and Targets

| INDICATOR | MEASURE | CURRENT PERFORMANCE (Baseline) | YEAR 1 CAP | YEAR 1 TARGET | YEAR 1 THRESHOLD | WEIGHTING |
|------------------------------------|--|--------------------------------|------------|---------------|------------------|-----------|
| Customer Satisfaction ¹ | Customer Contact Surveys (%) | % | % | % | % | 20% |
| Financial Performance ² | Performance v Budget $\frac{\text{Expenditure} \times 100}{\text{Budget}}$ | 97.4% | 99% | 100% | 100% | 20% |
| Business Development | Annualised value of diversified business income (\$) | \$100k | \$250k | \$200k | \$150k | 20% |
| Environmental Performance | Water use efficiency $\frac{\text{Total water consumed} \times 100}{\text{Total water taken}} = \%$ | 85.7% | 90% | 89% | 87% | 20% |
| Safety Performance | Worksafe Audit (%) | 48.9% | 70% | 67% | 65% | 20% |

CLAUSE 11—STRATEGIES

The following tables outline the strategies and activities the Midwest Region will undertake to support the achievement of the performance measures and targets prescribed in Clause 10, Performance Measures and Targets.

Table 2:

| PERFORMANCE INDICATOR: CUSTOMER SATISFACTION | | |
|--|--|---|
| Strategy | Actions / Milestones | Target Dates |
| <ul style="list-style-type: none"> Understand our customers | <ol style="list-style-type: none"> Influence the market segments surveyed quarterly (inclusion of major consumers, accounts managed etc) Analyse quarterly customer contact survey results (focus on exceptions) Review processes, products/services and develop solutions Initiate improvement activities | On-going Quarterly as required as required |
| <ul style="list-style-type: none"> Improve delivery of service and products | <ol style="list-style-type: none"> Acquire and train personnel in systems and processes Plan and implement Account Management Undertake proactive promotion/information of services and products provided Manage interfacing of internal activities | On-going Sept 1998 On-going Dec 1998 |

Table 3:

| PERFORMANCE INDICATOR: FINANCIAL PERFORMANCE | | |
|--|--|---|
| Strategy | Actions / Milestones | Target Dates |
| <ul style="list-style-type: none"> Develop best practice for Operations and Maintenance activities. | <ol style="list-style-type: none"> Complete Operations and Maintenance plans. Develop resource plans / requirements for effective delivery of plans. | July 1998 July 1998 |
| <ol style="list-style-type: none"> Improve the real total cost per service | <ol style="list-style-type: none"> Review energy management practices (eg. pumping strategies) for each scheme. Critically review variable overhead costs. Implement requirement for managers to review and report monthly on exceptions. Develop process for recognising and claiming expenses for insurance items. Dispose of unwanted assets to reduce unnecessary maintenance cost. | Sept 1998 Sept 1998 Sept 1998 July 1998 June 1999 |
| <ol style="list-style-type: none"> Grow the revenue | <ul style="list-style-type: none"> Develop regional meter replacement programme in conjunction with corporate initiative. <ol style="list-style-type: none"> Increase property income and have it recognised regionally. Review process for notifying customers on availability of new services. | Sept 1998 Sept 1998 July 1998 |

Table 4:

| PERFORMANCE INDICATOR: BUSINESS DEVELOPMENT | | |
|--|---|----------------------------------|
| Strategy | Actions / Milestones | Target Dates |
| <ul style="list-style-type: none"> Establish business development framework | <ol style="list-style-type: none"> Develop Business Development Plan Develop systems and processes Acquire and train necessary resources | Aug 1998 Oct 1998 Dec 1998 |
| <ol style="list-style-type: none"> Establish new business contracts | <ol style="list-style-type: none"> Consultancy / Project Management Operations and Maintenance Contracts Land disposal / development New products / service | ASAP ASAP ASAP ASAP |
| <ol style="list-style-type: none"> Create new business opportunities | <ol style="list-style-type: none"> Promote innovation Develop business plans for innovation proposals Undertake R & D and trials | on-going on-going on-going |

Table 5:

| PERFORMANCE INDICATOR: ENVIRONMENTAL PERFORMANCE | | |
|--|--|----------------------------------|
| Strategy | Actions / Milestones | Target Dates |
| <ul style="list-style-type: none"> Reduce losses | <ol style="list-style-type: none"> Ensure accurate master meters and calibration Identify and eliminate leaks/overflows/theft Replace inaccurate consumption (customer) meters | on-going on-going on-going |
| <ol style="list-style-type: none"> Increase reuse | <ol style="list-style-type: none"> Find more effluent reuse customers Negotiate increases in existing customers' volumetric requirements Develop other beneficial disposal methods for wastewater | on-going on-going on-going |
| <ol style="list-style-type: none"> Increase reclaim | <ol style="list-style-type: none"> Initiate backwash recovery Continue Infill Sewerage Program | as required on-going |

Table 6:

| PERFORMANCE INDICATOR: SAFETY PERFORMANCE | | |
|--|---|---|
| Strategy | Actions / Milestones | Target Dates |
| <ul style="list-style-type: none"> Implement Regional Worksafe Plan | <ol style="list-style-type: none"> Develop and implement worksafe procedures and instructions for hazardous tasks Deliver training in accordance with training program Maintain safety records for assessment purposes Arrange Worksafe Audit | on-going as required on-going May 1999 |

CLAUSE 12—LOCAL ARRANGEMENTS

1) The Parties to this Agreement undertake to explore work issues with a view to implementing mutually acceptable local arrangements during the life of this Agreement which enable the Midwest Region to achieve its stated business objectives .

2) Each proposal will be treated on its merit in relation to the business case presented. Changes to local working arrangements will be under the provisions of the Water Corporation Conditions Agreement 1997 and should be designed to enhance service to customers, assist in achieving targets, and be consistent with business objectives, critical success factors and values.

CLAUSE 13—PERFORMANCE MONITORING

1) The Midwest Region shall monitor its performance against the targets established in Clause 10, Performance Measures and Targets. It will also monitor the progress of the strategies and actions set down in Clause 11, Strategies.

2) Performance shall be calculated using the measurement criteria and information sources established for the indicators in Clause 10, Performance Measures and Targets.

3) A responsible officer(s), designated by the Regional Manager, Midwest Region, shall ensure that performance data is collected and reported as required. Performance results shall be distributed to workplace teams on a regular basis (at least quarterly).

4) Regional employees and the relevant unions shall have access to a copy of this Agreement and any documents relating to performance monitoring.

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure prescribed in the Water Corporation Conditions Agreement 1997, Clause 5.6, Dispute Resolution Procedure.

CLAUSE 15—INCENTIVE DISTRIBUTION

1) Clause 3.11, Lump Sum And Incentive Payments, of the Water Corporation Conditions Agreement 1997, describes the performance linked incentive scheme available to Corporation employees for the 1998/99 and 1999/2000 financial years.

2) The incentive payment to Midwest Region employees covered by this Agreement shall distributed equally among the employees of the Region in proportion to the amount of ordinary time worked during the term of this Agreement.

3) Appendix 2 of this Agreement prescribes guidelines on employee entitlement to performance linked incentive payment.

CLAUSE 16—SIGNATORIES

Signed for and on behalf of the Water Corporation

...Signed.....

Acting Chief Executive Officer

Dated: 22/7/98

General Secretary, Civil Service Association of Western Australia Incorporated.

...Signed..... *Common Seal*

Dated: 23/7/98

Signed for and on behalf of the Australian Workers Union.

...Signed.....

Dated: 24/7/98

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch.

...Signed..... *Common Seal..*

Dated: 16/9/98

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch.

...Signed..... *Common Seal..*

Dated: 17/9/98

APPENDIX 1—PERFORMANCE INDICATORS

The following guidelines will apply to the calculation of the Region's Local Agreement performance indicators—

a) Customer Satisfaction

Measured by using customer contact surveys conducted quarterly. The baseline for this Agreement will be established from the May 1998 survey results.

Targets shall be calculated in accordance with following agreed formula for the Customer Service Division—

- The threshold will be the baseline score as at May 98
- The target will be baseline plus 7% (if baseline is ≤60)
 baseline plus 6% (if baseline is 61 to 70)
 baseline plus 5% (if baseline is 71 to 80)
 baseline plus 3% (if baseline is 81 to 90)
 baseline plus 1% (if baseline is > 90)

- The cap will be baseline plus 8% (if baseline is ≤60)
 baseline plus 7% (if baseline is 61 to 70)
 baseline plus 6% (if baseline is 71 to 80)
 baseline plus 4% (if baseline is 81 to 90)
 baseline plus 1% (if baseline is > 90)

The Region's performance shall be measured by the percentage above the baseline as at May 1999, based on the sum of positive responses and determined by an aggregate of the questions appropriate to the Region's "areas of influence".

b) Financial Performance

Measure is defined as "the total of operating, support and reimbursement expenditure, less reimbursement revenue, compared to the corresponding approved budget". Baseline performance is derived from Likely-End-Of-Year (LEOY) outlook for 1997/98. The General Ledger will be used for sourcing performance data and the regional Contribution Statement for calculating performance.

Excluded from this measure are the following—

- new initiatives
- the effect of a material accounting changes on the measured amounts imposed on the region and not allowed for in the approved budget (eg. a change in accounting capitalisation rules whereby more expenses are charged to operational and not to capital)
- costs attributed to significant abnormal or unforeseen major incidents of an operational nature (eg. failure of a major asset)
- expenditure on power and alarm lines

All exclusions are to be determined at the end of the period of this Agreement, based on the documented evidence and agreed by the General Manager.

c) Business Development

To be measured by the level of income generated (actual or accrued) from diversified business over the 1998/99 financial year.. Diversified business income for the purpose of this indicator relates to income derived by the Region from activities which include, but is not limited to, the following: operations & maintenance contracts for "other" schemes, external consultancy, special agreements (eg. effluent reuse), property and facilities leasing (eg. rents and hire), miscellaneous revenue.

d) Environmental Performance

Water use efficiency measures the efficient use of water consumed as a percentage of total water taken from the natural environment (eg. borefields, dams, desalination). Water usage is measured as the total volume of water consumed (TWC). It includes potable and non-potable water, effluent etc sold/delivered to customers/consumers by agreement (implied or

explicit). The measure demonstrates to our regulator (the Waters & Rivers Commission) our responsibility as an environmental manager. Reflects on the positive contribution of the region to water use efficiency. Source(s) of data include the relevant annual Grange Management Report (consumption data), and services provided by agreement and PC-based water production data.

e) Safety Performance

Safety in the region will be measured using the WorkSafe Plan tool as a comprehensive approach to the assessment of the Region's Occupational Safety and Health management system. It will be used to assess the region's Occupational Safety and Health performance in five key elements. The Region has targeted the "Silver Certificate of Achievement" for a satisfactory performance, which requires a rating of between 60% to 84% in all key elements. Baseline established from August 1997 Worksafe Audit.

An independent Worksafe Audit to be conducted in May 1999 will assess the Region's level of compliance/performance.

APPENDIX 2—INCENTIVE DISTRIBUTION GUIDELINES

The following guidelines will apply to employee entitlement to incentive payments—

- Employees engaged full time during the full term of this Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of this Agreement shall be entitled to a share based on time worked in proportion to full time.
- Employees who start or finish during the term of this Agreement shall be entitled to a share based on time worked in proportion to full time.
- Employees absent from duty on leave without pay, parental leave or secondment to an external agency, shall have the period of absence deducted from service over the term of this Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.
- Categories not entitled to incentive payments—
 - Corporation employees on contract as defined in Clause 3, Parties Bound of the Agreement
 - Persons working under a contract for service (eg. an agency)
 - Vacational (student) employees
 - Employees of other organisations seconded into the Corporation.

APPENDIX 3 MIDWEST REGION RESULTS REPORT

| Local Performance Measures | | | | | |
|-----------------------------|-----------------------|---------------------------|--------------------------------------|----------------------|----------------------------|
| | Customer Satisfaction | Financial Performance | Business Development | Environment | Safety Performance |
| | Customer satisfaction | Expenditure versus Budget | Value of diversified business income | Water use efficiency | Worksafe Audit performance |
| Long Term Target | 90% | 100% | \$1M | 96.2% | 85% |
| Cap = | % | 99% | \$250k | 90% | 70% |
| Year One Target = | % | 100% | \$200k | 89% | 67% |
| Threshold = | % | 100% | \$150k | 87% | 65% |
| Baseline Performance | % | 97.4% | \$100k | 85.7% | 48.9% |
| Year One Performance | | | | | |
| Achievement (0% - 110%) | | | | | |
| Weighting | 20% | 20% | 20% | 20% | 20% |
| TOTAL Achievement | | | | | |

| Corporate Performance Measures | | | | | |
|--------------------------------|-------------------------------|---|------------------------------------|---|---|
| | Customer Excellence | Financial Performance | Business Development | Environment | |
| | Overall customer satisfaction | Satisfaction of "Work with Me" business segment | EBIT plus Developers' Contribution | Diversified revenue (excluding asset sales) | Satisfaction with environmental performance |
| | 85% | 65% | \$459M | \$57M | 80% |
| | 83% | 50% | \$407M | \$50M | 72.5% |
| | 15% | 10% | 25% | 25% | 25% |



**WATER CORPORATION NORTH WEST REGION
LOCAL AGREEMENT 1998.
No. AG 195 of 1998.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation
and

The Australian Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous Workers Division, Western
Australian Branch and Others.

No. AG 195 of 1998.

Water Corporation North West Region Local Agreement
1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms S Ellery on behalf of The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch, Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, Mr G Sturman on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch and Mr J Murie on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering Electrical Division, WA Branch, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation North West Region Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

[L.S.]

(Sgd.) P. E. SCOTT,
Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation North West Region Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

CLAUSE 1—TITLE
CLAUSE 2—ARRANGEMENT
CLAUSE 3—PARTIES BOUND
CLAUSE 4—PRECEDENCE OVER AGREEMENTS
CLAUSE 5—TERM OF AGREEMENT
CLAUSE 6—NO FURTHER CLAIMS
CLAUSE 7—DEFINITIONS
CLAUSE 8—MISSION AND OBJECTIVES
CLAUSE 9—CRITICAL SUCCESS FACTORS
CLAUSE 10—PERFORMANCE MEASURES AND TARGETS
CLAUSE 11—STRATEGIES
CLAUSE 12—PERFORMANCE MONITORING
CLAUSE 13—DISPUTE RESOLUTION PROCEDURE
CLAUSE 14—INCENTIVE DISTRIBUTION
CLAUSE 15—SIGNATORIES

CLAUSE 3—PARTIES BOUND

This Agreement is an agreement made under Part VI B of the Workplace Relations Act 1996 in respect of—

- the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch; and
- the Australian Workers Union, for those classifications prescribed in Clause 1.3 of the Water Corporation Pay and Allowances Agreement 1997.

This Agreement is an agreement made under Section 41 of the Industrial Relations Act 1979 in respect of—

- the Civil Service Association of Western Australia (Inc); and
- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch; and
- the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch; and
- the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch for classifications prescribed in Clause 1.3—Parties Bound of the Water Corporation Pay and Allowances Agreement 1997.

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's North West Region during the operation of this Agreement and also applies to and binds the following organisations—

Australian Liquor Hospitality and Miscellaneous Workers Union, miscellaneous division, wa branch (alhmwu)
The Australian Workers Union, (awu)
Civil Service Association of Western Australia (Inc) (csa)
Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch (amwu)
Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch (cepu)

This Agreement will cover an estimated 141 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed this Agreement shall operate from 1 July, 1998 until 30 June, 1999. It may operate for a further period up to 30 June, 2000 under the following conditions—

- it has the approval of the Local Area General Manager, and
- the potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation North West Region Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation Vision is *to be recognised as an excellent customer oriented service organisation and as a world class manager of water and wastewater services in country urban and remote areas.*

Our Region's Mission is to—

To conduct a successful business, providing quality water and wastewater services to customers, to enhance their lifestyle and to support the future development of the North West Region

Our Region's objectives are to—

- Achieve excellence in customer service
- Attain superior commercial performance
- Deliver business development and growth
- Maintain effective environmental performance

CLAUSE 9—CRITICAL SUCCESS FACTORS & CORPORATE VALUES

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- an external focus

- speed
- flexibility
- integration
- innovation

Our Corporate Values are

- Satisfy our customers
- Respect People
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the North West Region to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.

| Performance Indicators | Customer Satisfaction with follow up action in the Region | Budget Management | Performance to budget on approved capital projects | Safety Performance | D & I Matrix Process Management - Business Imperative |
|----------------------------|---|------------------------------|--|--------------------|---|
| Measure | % of customers extremely, very or quite satisfied [ie positive responses] (see next page) | See next page for definition | See next page for definition | Worksafe Audit | % compliance with agreed suite of auditable elements to Stage 4 (see next page) |
| Target | See table in definition (next page) | 100% | +5/-10% | 77% | 90% |
| Threshold | May 98 Survey Result | 100% | +10/-20% | 73% | Current Performance |
| Cap | See table in definition (next page) | 99% | +3/-5% | 78% | 100% |
| Current Performance | May 98 Survey Result | 100% | +18% | 73% | Determined by audit in June |
| Weighting | 25 | 20 | 15 | 25 | 15 |

Strategies for achieving the Performance Measures and Targets contained in this Clause are prescribed in Clause 11—Strategies.

CUSTOMER SATISFACTION—CRITERIA

The next Customer Contact Survey (North West Region contacts) will be conducted by Market Equity in May 1998 to establish a baseline, and quarterly surveys will follow in August 98, November 98, February 99 and May 99.

Our performance for the Local Agreement Customer Service Measure will be measured by percentage above the baseline as at May 1999, based on the sum of positive responses, and determined by an aggregate of the questions appropriate to the Region's "area of influence."

- The threshold will be our baseline score as at May 98.
- The target will be baseline plus 7% (if baseline is ≤60).
Baseline plus 6% (if baseline is 61 to 70).
Baseline plus 5% (if baseline is 71 to 80).
Baseline plus 3% (if baseline is 81 to 90).
Baseline maintain (if baseline is > 90).
- The cap will be baseline plus 8% (if baseline is ≤60).
baseline plus 7% (if baseline is 61 to 70)
baseline plus 6% (if baseline is 71 to 80)
baseline plus 4% (if baseline is 81 to 90)
baseline plus 1% (if baseline is > 90).

FINANCE MEASURE—CRITERIA

The total of operating, support and reimbursement expenditure, less reimbursement revenue, less Ord Irrigation Cooperative and Normalised Town costs(see below), compared to the corresponding approved budget.

This measure does not include—

- Budget component for Ord Irrigation Cooperative Operation and Maintenance contract
- Normalised town costs
- Initiatives, cost of accounting practices imposed on the Region and not allowed for in the approved budget (ie outside control of the Region)
- Costs attributed to significant abnormal or unforeseen major incidents of an operational nature, such as failure of a major asset
- Expenditure on power and alarm lines

CAPITAL MEASURE—CRITERIA

This measure does not include—

- projects that are project managed by Project Mgt Branch
- that have an element of external funding and where timing and scope can be influenced by an external agency
- projects affected by *force majeure*
- investigation or feasibility projects which have contingencies greater than the defined target limits

The measure is established as below

- (a) Baseline—projects which have "promoted to approve" status as at 30/09/98 (No & value)
- (b) Add projects which achieve "promoted to approve" status after 30/9/98 (No and value)
- (c) Adjust for projects deferred or removed as approved by Capital Investment Planning Committee
- (d) Reconcile—measure against subset of the above projects that are completed on or before 30/6/99 (*completed* means no outstanding payments other than retention monies on contracts)

DEVELOPMENT & IMPROVEMENT MATRIX—CRITERIA

| Key Outcomes - Process Mgt Development & Improvement Matrix | Agreed suite of auditable elements to Stage 4 |
|---|--|
| We are recognised at improving our processes based on importance and data obtained on performance and document where further improvements can occur | <ul style="list-style-type: none"> • Performance measures and targets for each process • Records of these performance measures being monitored • improvement suggestions documented for where the targets are not met • Responsibilities for processes listed and accepted • Reviews of processes minuted • Nonconformance Reports and corrective actions actioned for improvements • continuous improvements and initiatives actioned • monitoring schedules/programs |
| We fix the outstanding process problems | <ul style="list-style-type: none"> • process improvements documented (e.g. Nonconformance Reports and Opportunity Logs actioned and closed out) • System improvement forms (Form 02/8) actioned or filled out |
| We begin to focus on seeing inter-relationships of processes not snapshots | <ul style="list-style-type: none"> • Audit schedule close outs • Aligning management with processes • Agendas for reviews discussing the business as a whole not just an item |
| We set up systems to ensure that our documentation is controlled, can be accessed and maintained | <ul style="list-style-type: none"> • document control system in use • controlled documents are accessible to relevant employees • outdated versions of controlled documents have been superseded or withdrawn |
| We alter our documentation after we make improvements to processes | <ul style="list-style-type: none"> • revisions of procedures and work instructions have been made as a result of nonconformances/audits/opportunities for improvement |
| We have implemented standard procedures for all major processes | <ul style="list-style-type: none"> • list of major processes • standard procedures each process on the list • internal audits are occurring • audit results show extent of implementation |
| For our management system we undertake awareness training as a team. | <ul style="list-style-type: none"> • Records of who belongs to what team • Records of Quality Management System awareness training |
| We examine our process documentation for appropriateness to the management system and standard that we are seeking. | <ul style="list-style-type: none"> • Desktop audit of our Quality Management System to ISO 9002 • Compliance audit records for operating licence, customer charter • Asset Management Plans, operations & maintenance plans, environment plans • business plans and outcomes • risk register |

CLAUSE 11—STRATEGIES

The Region is committed to the following strategies for improving its performance in those areas in which our current performance is below the agreed target levels in Clause 10 Performance Measures and Targets.

PI—Customer Satisfaction

Description of the change to be implemented

To improve the % of customers who are “quite satisfied” through to “extremely satisfied” with the over-all response to their enquiry with employees in the North West Region.

The basis for measuring performance will be the Corporation’s Customer Contact Survey conducted by Market Equity. Customers will be asked to rate their experience on a scale of 1 (extremely satisfied) through to 6 (not at all satisfied) on factors such as: responsiveness to initial enquiry, attitude, competence and knowledge, ease of understanding of information provided, time taken to address issue, whether advised of outcome, satisfaction with outcome/completed job.

Major steps in introducing the change

1. Ensure that the Customer Contact Survey (North West Region contacts)
2. is appropriately conducted in terms of content and sample size to provide sustainable information.
3. Regional teams to record details of all external contacts on GRANGE.
4. Customer Contact Survey information to be used to assess most frequent contacts and develop strategies to reduce the number of these.
5. Customer Contact Survey information used to identify requirement for focus groups to improve our service to customer segments.

Timeframe for implementation

From July 1, 1998

The Region is committed to the following strategies for improving its performance against the targets stated in Clause 10.

PI—Performance against Operating and Support Budget

Description of the change to be implemented

To improve the financial management processes within the Region in order to meet the approved budget for 1998/99.

Major steps in introducing the change

1. Monitor expenditure through Resource Committee.
2. Develop Budget Managers understanding of spending at lowest level.
3. Implement cost reduction strategies where exceeding budget projections or other opportunities can be explored.
4. Review the use of regional resources as opposed to contractors on capital projects where surplus staff exist.

Timeframe for implementation

From July 1, 1998

The Region is committed to the following strategies for improving its performance against the targets stated in Clause 10.

PI—Management of Capital Program under control of the Region

Description of the change to be implemented

Management of the Capital Programme is to be further improved via better planning and scoping of projects, improved estimation of costs, more detailed specification of work and improved criteria for selection of contractors. Recognition that the “approved” programme is dynamic and can change throughout the year, subject to, of course, Capital Investment Planning Committee approval.

Major steps in introducing the change

- Review of current approved program and estimates to determine degree of accuracy of estimates.
- Preparation of pre-design estimates (including the use of quantity surveyors) to ensure estimates are with defined limits
- Rigorous definition of all projects to ensure that estimates and contingencies are within the target limits
- Preparation of detailed design for all works prior to approval of acquisition
- Improved, rigorous analysis of Contract specifications prior to letting tenders
- Use of preferred contractors and improved selection of contractors
- Approval of variations to contracts to be limited to target limits unless otherwise approved by Capital Investment Planning Committee by way of estimate variations
- Continue to manage by monitoring estimated cashflows against actual expenditure and periodic determination of Likely End Of Year figures.
- Strategy requires agreement with Capital Investment Planning Committee to increase funding for definition and design prior to approval of acquisition.
- All projects included in the program to have operational representatives appointed prior to definition phase with major role of confirming operational aspects and scope

Timeframe for implementation

Beginning immediately until September 30 to ensure that all approved projects meet criteria.

The Region is committed to the following strategies for improving its performance against the targets stated in Clause 10.

PI—Safety Performance

Description of the change to be implemented

Increase compliance in all areas of the Worksafe Audit from 73% to 78%

Major steps in introducing the change

1. Develop Safety Action Plan based on recommendations of previous Worksafe Audit

2. Regularly report on progress against actions contained in Safety Action Plan
3. Prior to next Worksafe Audit conduct internal audit to ascertain readiness for Worksafe Audit
4. Address issues arising out of internal audit

Timeframe for implementation

Safety Action Plan to be developed by January 1998

Progress reports to be received monthly from persons responsible for actions in Safety Action Plans

Internal Audit to be conducted by September 1998

Issues arising from internal audit to be addressed prior to next Worksafe Audit in November 1998

The Region is committed to the following strategies for improving its performance against the targets stated in Clause 10.

PI -D & I Matrix —Process Management

Description of the change to be implemented

Teams to implement the elements of the Process Management Stream of the Development and Improvement Matrix—focussing essentially on the Quality Management System

Major steps in introducing the change

1. Audit all areas prior to agreement against list of elements of the Process Management stream (see Indicator criteria)
2. Quarterly audits to be conducted against elements of process management stream (see Indicator criteria)
3. Address issues arising from these audits
4. Conduct D & I awareness training for employees—with emphasis on the Process Management stream

Timeframe for implementation

From July 1, 1998

CLAUSE 12—PERFORMANCE MONITORING

Performance against the targets set out in Clause 10 shall be reviewed quarterly by the Local Agreement Representative Group, and all results shall be communicated to employees quarterly. Employees and unions party to this Agreement shall have access to a copy of this Agreement and any document/s relating to Performance Monitoring.

The Local Agreement Representative Group comprises of the following employees—

| | |
|-----------------|-----------------------------|
| Tim Burnett | East Kimberley |
| Norm Cull | East Kimberley |
| Bill Jack | West Kimberley |
| Tony Wallace | West Kimberley |
| Maura Garry | West Kimberley |
| Paul Cook | East Pilbara |
| Kevin Bradley | Regional Manager |
| Steve Dejussing | West Pilbara |
| Arthur Hyde | Business Support |
| Gary Munns | Assets |
| Ken Walker | Service Delivery |
| Tony Chafer | Customer Contact |
| Drew Garnett | Finance |
| Sharon Broad | Local Agreement Coordinator |

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

The procedure prescribed in the Water Corporation Conditions Agreement 1997, Clause 5.6 shall apply to this Agreement.

CLAUSE 14—INCENTIVE DISTRIBUTION

All eligible employees to receive equal share of the incentive payment prescribed in Clause 3.11 of the Water Corporation Enterprise Agreement 1997, subject to the following criteria—

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time to be paid in proportion to service over the term of the Local Agreement.

- Employees who start or finish during the term of the Local Agreement to be paid in proportion to their service.
- Employees absent from duty on—
 - leave without pay
 - parental leave
 - seconded to external agency
 to have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

CLAUSE 15—SIGNATORIES

STATE

Signed for and on behalf of the Water Corporation.

.....Signed.....

ACTING CHIEF EXECUTIVE OFFICER

Dated: 22/7/98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

.....Signed..... *Common Seal*

GENERAL SECRETARY

Dated: 23/7/98

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union (Miscellaneous Workers WA Branch).

.....Signed..... *Common Seal*

Dated: 24/7/98

Signed for and on behalf of the Australian Workers Union.

.....Signed..... *Common Seal*

Dated: 24/7/98

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch.

.....Signed..... *Common Seal*

Dated: 16/9/98

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch.

.....Signed..... *Common Seal*

Dated: 17/9/98

WATER CORPORATION OPERATIONS DEVELOPMENT SERVICES BRANCH LOCAL AGREEMENT 1998.

No. AG 208 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia Incorporated.

No. AG 208 of 1998.

Water Corporation Operations Development Services Branch Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to

the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Operations Development Services Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Operations Development Services Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1—TITLE
- CLAUSE 2—ARRANGEMENT
- CLAUSE 3—PARTIES BOUND
- CLAUSE 4—PRECEDENCE OVER AGREEMENTS
- CLAUSE 5—TERM OF AGREEMENT
- CLAUSE 6—NO FURTHER CLAIMS
- CLAUSE 7—DEFINITIONS
- CLAUSE 8—VISION AND OBJECTIVES
- CLAUSE 9—CRITICAL SUCCESS FACTORS
- CLAUSE 10—PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11—STRATEGIES
- CLAUSE 12—PERFORMANCE MONITORING
- CLAUSE 13—DISPUTE RESOLUTION PROCEDURE
- CLAUSE 14—INCENTIVE DISTRIBUTION
- CLAUSE 15—SIGNATORIES
- APPENDIX 1—LOCAL AREA RESULTS REPORT

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Operations Development Services Branch during the operation of this Agreement and also applies to and binds the following organisations—

- Civil Service Association of Western Australia (Inc) (CSA)

This agreement will cover an estimated 40 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed this Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions:—

- it has the approval of the Local Area General Manager, and
- the potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and

- (d) ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“Agreement” means the Water Corporation Operations Development Services Branch Local Agreement 1998.

“Branch Lead Team” means the Branch Manager and Section Leaders of the Operations Development Services Branch.

“Corporation” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“ODS” means employees of Operations Development Services Branch and Customer Services Division Executive Support.

CLAUSE 8—VISION AND OBJECTIVES

The Water Corporation Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Branch / Project Team Mission is to—

Enhance and support the business performance of the Customer Services Division for the benefit of the Corporation's customers through the provision of management support and introduction of innovative initiatives.

Our Branch / Project Team Objectives are to —

- *Provide management support to the Division*

- *Facilitate change*
- *Improve customer satisfaction*
- *Seek innovation opportunities*
- *Demonstrate good commercial practice*
- *Manage assigned Divisional obligations*
- *Assist the Division to achieve excellence through high value projects*

(Key Result Areas Supported by these objectives—

Customer Service, Commercial Performance, Business Growth and Development, Environmental Performance, Asset Management, Skilled, Committed and Innovative employees, Effective Management Information Systems.

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

| Indicator | Measure | Current Performance | Year 1 Cap | Year 1 Target | Threshold | Weight | |
|-----------|--|--|--|---------------------------------|---------------------------------|---------------------------------|----|
| 1 | Performance against funds allocated | Expenditure / Budget <i>This indicator will represent the total funds allocated to the Branch for support activities (i.e. salaries and administration) - see Note 1.</i> | 101.91% (1996/97) | 99% of 98/99 budget | 100% of 98/99 budget | 100% of 98/99 budget | 25 |
| 2 | Delivery of commitments made in annual plan | No. of initiatives completed / No. of initiatives approved by CSD Board. <i>The approved program will be reflected in the Branch Plan and will, therefore, be consistent with the approved funding. This will create a strong relationship between this indicator and PI #1. Initiatives delayed, deferred or deleted from the program, with the approval of the CSD Board, will be considered as being successfully delivered.</i> | Unknown (current performance to be determined from 1997/98 Branch Plan). | 100% of approved program | 90% of approved program | 85% of approved program | 25 |
| 3 | Initiatives delivered to satisfaction of client's representative <i>(indicated to embrace the project management objectives of time, cost and quality).</i> | No. of satisfied responses / No. of initiatives completed. <i>As part of close-out phase Client's Representatives will be surveyed as to their satisfaction with the outcomes and management of the initiative. The survey will be conducted by the Manager Planning and Performance and be available for audit.</i> | Survey to be conducted to determine performance value. | 90% satisfied or very satisfied | 80% satisfied or very satisfied | 70% satisfied or very satisfied | 20 |
| 4 | Operations Management Information System established | System to be operational by target date. <i>This indicator will support PI #5 and ensure the timely provision of appropriate information to management.</i> | N/A | Dec 98 | Jan 99 | Apr 99 | 15 |
| 5 | Proactive treatment of performance exceptions | No. of performance exceptions occurring but not identified before the event. <i>As part of the close-out of performance exceptions the GM CSD to indicate whether earlier advice could have reasonably been expected (exceptions to be limited to C Pack reporting and capability of operating systems).</i> | TBD | <30 pa (2.5 per month) | <36 pa (3 per month) | <48 pa (4 per month) | 15 |

Note 1 Excluded from this measure are:—

- *Initiatives, cost of accounting practices imposed on the region and not allowed for in the approved budget (ie. outside the control of the region)*
- *Costs attributed to significant abnormal or unforeseen major incidents of an operational nature, such as failure of a major asset*
- *Expenditure on power and alarm lines*

All exclusions are to be determined at the end of the period of the Agreement, based on the documented evidence and be agreed by the General Manager.

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Operations Development Services Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.

Strategies for achieving the performance measures and targets contained in this clause are prescribed in Clause 11 Strategies.

Appendix 1 of this agreement describes the Operations Development Services Results Report.

CLAUSE 11—STRATEGIES

The following strategies support the performance measures and targets prescribed in Clause 10.

1 Performance Against Funds Allocated

Aim: Expenditure to not exceed allocation of funds to the Branch for 1998/99. This includes expenditure on salaries and administration but excludes unfunded corporate initiatives, costs or accounting practices imposed on the Branch and not allowed for in the agreed budget.

Actions—

In undertaking activities and functions within the Branch all staff will adopt a commercial approach to the management of expenditure including the following areas.

1. All Managers will seek to negotiate terms which are more advantageous to the Corporation when engaging contractors and consultants.
2. Project Managers will manage contractors and consultants more effectively to ensure the efficient completion of deliverables and early conclusion of contracts.
3. In setting up contracts for projects undertaken for or on behalf of one or more Regions, financial contributions must be approved by the Divisional Management Board.
4. The Branch Lead Team will review all discretionary costs in the 1998/99 budget and implement actions to reduce expenditure.
5. Branch members will be provided with reports on a regular basis on performance achieved in reducing expenditure.
6. An expenditure management process will be developed and implemented in the Branch including a requirement for estimates on work orders.
7. Part of each project plan will consider potential ways of reducing project cost.
8. Where applicable corporation staff should be utilised before engaging contractors.

2 Delivery of Commitments Made in Annual Plan

Aim: Review the Divisional and Branch business planning processes associated to the generation of the business change initiatives program.

Purpose—

A program management system is necessary to provide a tool for assisting in prioritising identified initiatives within the available funding. It will also effectively manage changes to the program if funding is altered or additional initiatives are identified.

Change to Implement

Review existing business planning processes, using a consultative approach to estimation, to align better with resource allocation, and use the information from a program management system to prioritise identified initiatives.

Major Steps

| MAJOR STEPS | TIMEFRAME |
|--------------------------|----------------------|
| Review Existing process | |
| Develop approved program | prior to July '98 |
| Manage program | July '98 to June '99 |

3a Initiatives Delivered to Satisfaction of Clients Representative

Aim: Implement a program management system, incorporating time management, within the Branch.

Purpose—

To supply information to effectively prioritise and manage a program of change initiatives.

Change to Implement—

Identify a solution which satisfies the following criteria (but not limited to)—

- simple to use
- consistent with our Standard Operating Environment
- an ability to manage a wide range of projects
- capable of managing a dynamic program

- appropriate program monitoring and reporting
- capable of managing an historical data base (for estimating purposes).

Major Steps—

| MAJOR STEPS | TIMEFRAME |
|----------------------------|----------------------|
| Assess available solutions | |
| Select most appropriate | Prior to July '98 |
| Implement solution | Prior to July '98 |
| Monitor use of the system | July '98 to June '99 |

3b Initiatives Delivered to Satisfaction of Clients Representative

Aim: Review Project Management Procedure 23.

Purpose—

To ensure that our procedure relating to project management supports the objectives of our identified performance indicators.

Change to Implement—

Review Project Management Procedure 23, with a strong customer focus group, to ensure its appropriateness to meeting our performance indicators.

Major Steps—

| MAJOR STEPS | TIMEFRAME |
|---------------------------------|----------------------|
| Arrange review of the procedure | Prior to July '98 |
| Implement procedure | Prior to July '98 |
| Ensure adherence to procedure | July '98 to June '99 |

4 Operations and Management Information System

Aim: Establish an Operations Management Information System

Purpose—

To provide timely warning of performance inadequacies well before they generate operational or level of service failures.

Change to Implement—

Develop a data gathering system that focuses directly on asset system performance. Process the data into information that shows trends and targets to monitor asset system performance. Predict future performance from analysis of current trends. Adverse predictions to be reported to the General Manager, Customer Services Division and appropriate action taken to prevent level of service failure.

Water: Specific performance information may include (but not be limited to)—

- Source extraction rates and license limits
- Surface catchment performance
- Projected storage needs for future delivery (adjusted by predicted losses)
- Projected consumption versus delivery capacity
- Master meter delivery.

Wastewater—

- Effluent pumped compared to system capacity (including hours run)
- Population loading on treatment facility design capacity
- Estimate of when treatment facility design capacity will be fully loaded based on growth estimates
- Current performance compared with Department of Environmental Protection license limits (volume, quality) of final effluent.
- Trend in reuse of effluent and predicted demand for reuse.

Major Steps—

| MAJOR STEPS | TIMEFRAME |
|---|-----------|
| Establish project group | April '98 |
| Determine information needed by management. | May '98 |
| Identify data that can readily be collected | June '98 |
| Identify data not currently available but which needs to be collected | June '98 |

| MAJOR STEPS | TIMEFRAME |
|---|--------------|
| Identify information needed by management that can be obtained by processing this data. | July '98 |
| Set up data collection networks | August '98 |
| Set up data to information conversion process | October '98 |
| Implement reporting process with real data. | November '98 |
| Deliver first performance reports to management | December '98 |

5 Proactive Treatment of Performance Exceptions

Aim: Ensure Proactive Treatment of Performance Exceptions

Purpose—

To establish a process through which adverse trends in business performance can be detected and corrected before targets are exceeded.

Change to Implement—

Following are a series of process steps that would need to be introduced to fulfil a monitoring role.

- Establish a process to identify potential exceptions from "C" Pack and OIS.
- Establish a process to determine options, recommended solutions, obtain resources and initiate actions to address the potential exceptions.
- Monitor and report on trends, action taken and performance of the process.

Major Steps—

| Major Steps | Timeframe |
|---------------------------------------|------------------|
| Process to be established for C Pack. | By July 1998 |
| Preparation for OIS to be in place. | By December 1998 |

CLAUSE 12—PERFORMANCE MONITORING

All performance data will be reported to the Branch Lead Team and Employee Representatives and be consistent with the Division's Quality Management System.

Performance results will be communicated to employees covered by this Agreement, and they will be encouraged to take a more active role in the analysis and interpretation of the results. Strategies or actions needed to counter adverse trends will be identified through a group consultation process. Employees shall have access to a copy of this agreement and any document relating to performance monitoring. Employees and the Union shall have access to a copy of this agreement and any documents relating to performance monitoring.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

The procedure prescribed in the Water Corporation Conditions Agreement 1997, Clause 5.6 Dispute Resolution Procedure shall apply to this agreement.

CLAUSE 14—INCENTIVE DISTRIBUTION

The incentive payment awarded to this Local Area is to be distributed equally between employees party to this Agreement in proportion to Ordinary Hours, as defined in the Water Corporation Conditions Agreement 1997, worked during the term of this Agreement.

Employees entitled to receive incentive payments—

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time to be paid in proportion to service over the term of the Local Agreement.
- Employees who start or finish during the term of the Local Agreement to be paid in proportion to their service.
- Employees absent from duty on—
 - leave without pay
 - parental leave
 - seconded to an external agency

to have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Employees not entitled to incentive payments—

- Corporation employees on contract in Reporting Level 1, 2 and 3.
- People working under a contract for service eg. an agency.
- Vacational (student) employees.
- Employees of other organisations seconded in to the Corporation.

CLAUSE 15—SIGNATORIES

SIGNED FOR AND ON BEHALF OF THE WATER CORPORATION.

.....Signed.....

Acting Chief Executive Officer

Dated: 22/7/98

SIGNED FOR AND ON BEHALF OF THE CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA INCORPORATED.

.....Signed..... *Common Seal*

General Secretary

Dated: 23/7/98

APPENDIX 1 — LOCAL AREA RESULTS REPORT

| | Local Performance Measures | | | | | Corporate Performance Measures | | | | |
|-----------------------------|--|-------------------------|---------------------|-------------------------------|------------------------|--------------------------------|-----------------------|----------------------|-------------|-------|
| | Performance against budget | Delivery of Commitments | Client Satisfaction | Management Information System | Performance Exceptions | Customer Excellence 1 2 | Financial Performance | Business Development | Environment | |
| Long Term Target | | | | | | | | | | |
| Cap | 99% | 100% | 90% | Dec 98 | <30 pa | 85% | 65% | \$459M | \$57M | 80% |
| Year One Target | 100% | 90% | 80% | Jan 99 | <36 pa | 83% | 50% | \$407M | %50M | 72.5% |
| Threshold | 100% | 85% | 70% | Apr 99 | <48 pa | | | | | |
| Past Performance | 101.91% | TBD | TBD | N/A | TBD | | | | | |
| Year One Performance | | | | | | | | | | |
| Achievement Weighting | 25% | 25% | 20% | 15% | 15% | 15% | 10% | 25% | 25% | 25% |
| TOTAL Achievement | | | | | | | | | | |
| | Total Score for Local Area = | | | | | | | | | |
| | Maximum Local Area Incentive | | | | | | | | | |
| | <i>Local Area Component of Incentive Payment +</i> | | | | | | | | | |
| | Total Incentive for Local Area = | | | | | | | | | |

WATER CORPORATION PERTH REGION LOCAL AGREEMENT 1998.
No. AG 188 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch and Others.

No. AG 188 of 1998.

Water Corporation Perth Region Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms S Ellery on behalf of The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Perth Region Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,
Commissioner.

[L.S.]

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Perth Region Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 VISION AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 PERFORMANCE MONITORING
- CLAUSE 13 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 14 INCENTIVE DISTRIBUTION
- CLAUSE 15 SIGNATORIES

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Perth Region during the operation of this Agreement and also applies to and binds the following organisations—

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION, MISCELLANEOUS DIVISION, WA BRANCH (ALHMWU)

CIVIL SERVICE ASSOCIATION OF WESTERN AUSTRALIA (INC) (CSA)

This Agreement will cover an estimated 170 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with

the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate for a period of twelve (12) months commencing on the 1 July 1998.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation Perth Region Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**Team Brief**” means the mechanism by which the region communicates information to all employees, issued on a monthly basis.

“**Workplace Team**” means a natural group of people who have common goals and who work together to achieve them.

“**SAP**” means system applications product, one strategy the Corporation has implemented to replace Year 2000 non compliance programs.

“**Wellness Program**” means the program funded by and implemented within the region aimed at increasing employees quality of work life and general health and wellbeing.

“**Perth Region Lead Team**” means the group comprised of all regional Section Managers and the Regional Manager who meet on a regular basis to review regional performance and plan future requirements on behalf of the region.

“**Employee Involvement Group**” means the group comprised of an employee representative from each section of the region and a management representative formed to provide input into the quality of decision making that affects all employees in the region and provide a network between employees and the Perth Region Lead Team.

CLAUSE 8—VISION AND OBJECTIVES

Our vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Regional Objectives are to —

- Improve the overall level of customer satisfaction.
- Improve customer loyalty in the “work with me” business segment.
- Deliver agreed work programs on time and within budget.
- Reduce regional cost per service.
- Realise new business opportunities in unregulated markets.
- Maintain and grow current business.
- Improve environmental performance outcomes.
- Improve satisfaction rating by community and regulators.
- Deliver our local agreement commitments.
- Improve our people's capacity to meet future challenge.
- Improve knowledge, skills and other attributes of people in order to better contribute to the success of our business.
- Optimise whole of life of assets
- Realise the benefits of the implementation of new information systems and platforms.

(*Key Result and Support Areas supported by these objectives: Excellence in Customer Service, Effective Environmental Performance, Superior Financial Performance, Business Development and Growth, People, Assets, Information*).

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Perth Region to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed. The following table details the specific performance measures.

Strategies for achieving the Performance Measures and Targets contained in this Clause are prescribed in Clause 11—Strategies.

| Performance Areas | Key Measures | Past Performance | Weighting | Threshold | Target | Cap |
|--|---|--|-----------|---|--|--|
| 1. Customer Satisfaction | Survey of customer satisfaction (satisfied, quite satisfied and very satisfied) within areas of major influence of the Region based on a rolling average commencing in May 1998 | In accordance with May 1998 survey. | 10% | Baseline (b/1) score as determined from the May 1998 survey | b/1 + 5% (where b/1 <60) b/1 + 4% (where b/1 = 61-70) b/1 + 3% (where b/1 = 71-80) b/1 + 2% (where b/1 = 81-90) b/1 + 1% (where b/1 >90) | b/1 + 7% (where b/1 <60) b/1 + 6% (where b/1 = 61-70) b/1 + 5% (where b/1 = 71-80) b/1 + 3% (where b/1 = 81-90) b/1 + 2% (where b/1 >90) |
| 2. Telephone call diversion | Average daily number of telephone calls received during business hours (8am - 5pm) to direct lines which are unanswered and divert to main switchboard as measured on a monthly basis | average no. of calls 111 calculated during 16/2 - 20/3/98. | 25% | 90 | 80 | 70 |
| 3. Performance against agreed budget | The total of operating, support, salaries and reimbursement expenditure, less reimbursement revenue, divided by the corresponding budget as approved by the General Manager Customer Service Division | not applicable | 20% | 100% | 100% | 99% |
| 4. Performance against Capital Program | Variance from capital program as approved by Capital Investment Planning Committee in September 1998 | not applicable | 15% | +10 to -20% | +5 to -10% | +3 to -5% |
| 5. Business Growth | Any gross income obtained through a competitive tender process or agreement with any party outside the Region to undertake work or deliver services | \$251 000 | 10% | \$265 000 | \$275 000 | \$315 000 |
| 6. Safety Performance | Performance as assessed through Worksafe Audit | 48% overall average | 20% | 70% overall average | 75% overall average | 80% overall average |

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10.

Strategy 1. Customer Satisfaction*Description of the change/s to be implemented.*

Improve customer satisfaction (satisfied, quite satisfied and very satisfied) within areas of major influence of the Region based on a rolling average commencing in May 1998.

Performance Measure

Survey of customer satisfaction within areas of major influence of the Region based on a rolling average commencing in May 1998.

Major steps in introducing change.

Ensure staff are aware and understand all the questions to be used in the survey process.

Analyse results from May 1998 customer survey and develop an action plan to address improvements identified, then audit the action plans on an ongoing basis.

Ensure implementation of regional Quality Management System "External Customer Contact and Liaison" procedure (PRP0010). Specifically focusing on—

- a) keeping the customer informed of proposed action and timing of resolution,
- b) on completion ensure the customer is satisfied with the outcome.

Implement Corporate Quality Customer Service Guidelines.

Timeframe for implementation

Survey questions to be distributed one month after finalisation.

Implement customer survey action plan by 30 July 1998.

Complete training of all regional staff in the use of Grange Release 2 by 31 July 1998.

Conduct internal audits of Quality Management System procedure PRP0010 by 31 August 1998 in accordance with Quality Management System audit schedule.

Guidelines to be implemented by 31 July 1998.

Strategy 2. Telephone Call Diversion*Description of the change/s to be implemented.*

Reduce the average daily number of telephone calls to direct lines received during business hours (8am—5pm) which are unanswered and divert to main switchboard as measured on a monthly basis.

Performance Measure

Average daily number of telephone calls received during business hours (8am—5pm) to direct lines which are unanswered and divert to main switchboard as measured on a monthly basis.

Major steps in introducing change.

Define regional standards for telephone answering, including specific section/team requirements.

Implement Corporate Quality Customer Service Guidelines.

Conduct telephone operation training.

Develop a simple user guide for staff to refer to.

Arrange for technicians to attend the region to ensure all telephones are operating and set appropriately.

Timeframe for implementation

Above strategies to be implemented by 31 July 1998.

Strategy 3. Performance Against Agreed Budget

Description of the change/s to be implemented.

Achieve the target of no greater than 100% of the total of operating, support, salaries and reimbursement expenditure, less reimbursement revenue, divided by the corresponding budget as approved by the General Manager Customer Service Division.

Performance Measure

The total of operating, support, salaries and reimbursement expenditure, less reimbursement revenue, divided by the corresponding budget as approved by the General Manager Customer Service Division.

Major steps in introducing change.

Review positions as they become vacant.

Implement a process to review vacated positions.

Monitor to ensure savings for a vacated position are not being offset by increased expense for agencies or contractors.

Analyse budget to determine significant cost drivers which the region can influence.

Implement regional initiative where employees are encouraged to nominate areas where savings in their workplace could be made and incorporate this into Team Brief.

Establish a small working group to identify opportunities for cost reductions and market these to workplace teams and regional management.

Timeframe for implementation

Develop and document these processes by 1 September 1998.

Working group to be in place by 1 July 1998.

Strategy 4. Performance Against Capital Program

Description of the change/s to be implemented.

Improve the management of the capital program within the region so that out turn at 30 June 1999 is within range +5% to—10% of approved budget, as determined in September 1998.

Performance Measure

Variance from capital program as approved by Capital Investment Planning Committee in September 1998.

Major steps in introducing change.

Program Manager to conduct awareness sessions with Project Managers and Asset Manager's Representative to ensure that the individual projects in the program are firm for the financial year.

Capital Investment Planning Coordinator to circulate to all Project Managers monitoring information on their projects and subprograms together with details of significant variation from estimated cash flows.

Project Managers to submit monthly reports to Program Manager on variations issued, delays in timeline likely to affect projects and variations from estimated cash flows.

Develop a detailed costing database for collection of unit costs from completed projects, so that these can be used in future planning.

Timeframe for implementation

Awareness sessions to be conducted by 31 July 1998.

Monthly monitoring reports to be circulated.

Monthly project exception reports to Program Manager.

Develop costing database by 1 August 1998 and implement routine post construction entry by Project Managers by 1 September 1998. Opportunities available through SAP will also be taken into account.

Strategy 5. Business Growth

Description of the change/s to be implemented.

Increase gross income obtained through a competitive tender process or agreement with any party outside the Region by 10% compared with "past performance", to undertake work or deliver services within the period of the Agreement.

Performance Measure

Any gross income obtained through a competitive tender process or agreement with any party outside the Region to undertake work or deliver services.

Major steps in introducing change.

Develop business case for providing asset monitoring services to local government agencies within the state.

Market asset monitoring service to local government.

Provide asset monitoring services to local government.

Develop business case for providing asset management consultancy to government agencies within the State and Australian Territories.

Scan tenders (Government and Local Government and Private) for business opportunities.

Allocate resources and develop a commercial methodology and business plan for identifying, pursuing and implementing business opportunities.

Timeframe for implementation

Steps 1 and 4 to be developed by 30 September 1998.

Step 2 to be implemented by 28 February 1999.

Step 3 to be commenced by 30 June 1999.

Step 5 to be commenced by 31 July 1998.

Step 6 to be completed by 31 July 1998.

Strategy 6. Safety Performance

Description of the change/s to be implemented.

Increase compliance across all areas of Worksafe Audit to achieve 75% overall average.

Performance Measure

Performance as assessed through Worksafe Audit.

Major steps in introducing change.

Develop a Safety Action Plan based on recommendations arising from Worksafe Audit in March 1998.

Advise all staff of the elements of the Worksafe Audit to promote awareness and understanding.

Regularly report on progress against actions contained in Safety Action Plan to Regional Manager.

Prior to next Worksafe Audit conduct an internal audit to ascertain readiness for Worksafe Audit.

Address issues arising out of internal audit.

Promote elements as part of the Region's Wellness Program.

Timeframe for implementation

In accordance with Occupational Safety and Health Plan.

CLAUSE 12—PERFORMANCE MONITORING

All performance data utilised in the Local Area Results Report (see Clause 14) will be based on consistent information sources and formulas. Detailed working papers will be retained to substantiate monthly or quarterly reporting.

Members of the local area will be individually responsible for collecting and reporting performance achieved against the performance areas; each performance area has been assigned to a "Custodian," who is based within the local area and who has responsibility for ensuring the strategies developed in Clause 11 are implemented, and statistical information is maintained and reported in respect to the relevant measure.

This information will be provided on a monthly basis and submitted to the Manager Business Planning and Development for collation. This information will then be reported to the Employee Involvement Group, which is comprised of nominated employee representatives from each section within the region, and the Perth Region Lead Team.

The Employee Involvement Group will use the region's monthly Team Brief, and special newsletters on an "as needs" basis, to ensure the results are communicated to all members of the local area.

Employees and the Unions shall have access to a copy of this Agreement and any documents relating to performance monitoring.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure.

CLAUSE 14—INCENTIVE DISTRIBUTION

The incentive payment awarded to this Local Agreement is to be distributed equally among those employed in the region to the extent that regional performance targets are met. Entitlement to these payments will be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.

The quantum of the incentive payment will be determined using the Local Area Results Report contained within this Clause, based on performance measured at the end of the period of the Agreement.

The dollar value of the incentive payment is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for one 12 month period ending 30 June 1999 in accordance with Clause 3.11—Lump Sum & Incentive Payment of the Water Corporation Conditions Agreement 1997. The maximum incentive payment available per employee under the terms of this Agreement is \$864.

The performance linked incentive payment awarded to the Perth Region Local Area is to be distributed as follows—

Entitlement

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.

- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share based on time worked in proportional to full time.
- Employees absent from duty on—
 - ◊ leave without pay
 - ◊ parental leave
 - ◊ seconded to an external agency
 to have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of three (3) months.

Categories of employees not entitled to the incentive payments—

- Corporation employees on common-law contract in as defined in Clause 3—Parties Bound.
- People working under a contract for service, eg an agency.
- Vacational (student) employees.
- Employees of other organisations seconded to the Corporation.

| <i>Local Area Results Report</i> | | | | | | | Corporate Performance Measures | | | | |
|---|-----------------------|---------------------|-----------------------------------|-------------------------------------|------------------|--------------------|---------------------------------------|----------------------------|---------------------------|--------------------|---|
| Local Performance Measures | | | | | | | Excel. in Customer Service | Excel. in Customer Service | Effect. Environ. Perform. | Bus Dev and Growth | Sup Fin Perform |
| | Customer Satisfaction | Telephone Diversion | Performance Against Agreed Budget | Performance Against Capital Program | Business Growth | Safety Performance | | | | | |
| Long Term Target | | | | | | | | | | | |
| Cap | | 70 | 99% | +3/-5% | \$315 000 | 80% | | | | | |
| Year One Target | ref Clause 10 | 80 | 100% | +5/-10% | \$275 000 | 75% | 85% | 65% | 80% | \$57 million | |
| Threshold | ref Clause 10 | 90 | 100% | +10/-20% | \$265 000 | 70% | 83% | 50% | 72.5% | \$50 million | |
| | ref Clause 10 | | | | | | | | | \$407 million | |
| Past Performance | n/a | 111 | n/a | n/a | \$251 000 | 48% | 83% | 50% | 72.5% | \$50 million | |
| | | | | | | | | | | \$407 million | |
| Year One Performance | | | | | | | | | | | |
| Achievement Weighting | 10 | 25 | 20 | 15 | 10 | 20 | 15 | 10 | 25 | 25 | |
| TOTAL Achievement | | | | | | | | | | | |
| Total Score for Local Area = | | | | | | | | | | | |
| Maximum Local Area Incentive = | | | | | | | | | | | \$785 per employee |
| Local Area Component of Incentive Payment: = | | | | | | | | | | | |
| | | | | | | | | | | | Total Incentive for Local Area = |

CLAUSE 15—SIGNATORIES—FEDERAL

Signed for and on behalf of the Water Corporation.

....Signed.....

Acting Chief Executive Officer

Dated: 22/7/98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

...Signed.....*Common Seal*

General Secretary

Dated: 23/7/98

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union (Miscellaneous Workers WA Branch).

....Signed..... *Common Seal*

Dated: 24/7/98

WATER CORPORATION PLANNING & DEVELOPMENT DIVISION CORPORATE & REGULATORY PLANNING BRANCH LOCAL AGREEMENT 1998. No. AG 200 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia Incorporated.

No. AG 200 of 1998.

Water Corporation Planning & Development Division Corporate & Regulatory Planning Branch Local Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of

The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Planning & Development Division Corporate & Regulatory Planning Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

[L.S.]

(Sgd.) P. E. SCOTT,
Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Planning & Development Division Corporate & Regulatory Planning Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

CLAUSE 1—TITLE

CLAUSE 2—ARRANGEMENT

CLAUSE 3—PARTIES BOUND

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

CLAUSE 5—TERM OF AGREEMENT

CLAUSE 6—NO FURTHER CLAIMS

CLAUSE 7—DEFINITIONS

CLAUSE 8—MISSION AND OBJECTIVES

CLAUSE 9—CRITICAL SUCCESS FACTORS

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

CLAUSE 11—STRATEGIES

CLAUSE 12—PERFORMANCE MONITORING

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

CLAUSE 14—INCENTIVE PAYMENTS AND DISTRIBUTION

CLAUSE 15—SIGNATORIES

APPENDIX A—Guidelines for the Payment of Performance Incentive

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Planning & Development Division Corporate & Regulatory Planning Branch during the operation of this Agreement and also applies to and binds the following organisations—

Civil Service Association of Western Australia (Inc), (csa)

This Agreement will cover an estimated 15 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a certified/registered agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed, the Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following circumstances—

- (a) It has the approval of the Local Area General Manager, and

- (b) The potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and

- (c) Agreement is reached between the parties to any variations including monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and

- (d) Ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“Agreement” means the Water Corporation Planning & Development Division Corporate & Regulatory Planning Branch Local Agreement 1998.

“Corporation” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“Priority 1 Responses” means responses in the Minister's name, responses in the Managing Director's name, Cabinet Sheets, and Parliamentary Questions.

“Priority 2 Responses” means Board papers, Briefing Notes, responses in the General Manager's name, actions from meetings with the Minister, and actions from the Managing Director.

“Performance Measurement Pack” means the guidelines documented for each Performance Measure listed in Clause 10, indicating the purpose of each performance measure, how it is measured and the frequency of reporting.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and wastewater services.

The Branch supports this Vision by providing integrated corporate and regulatory planning processes which provide information and advice to—

- help the Corporation set a clear vision and direction;
- minimise regulatory risk; and
- maximise returns on investment.

Our Branch Objectives/roles are as follows—

Corporate Planning Process: Manage the process, culminating in the production of the Strategic Development Plan and the Statement of Corporate Intent

Regulatory Planning: Manage regulatory relationships and influence the industry reform agenda

Operating Licence & Customer Charter: Facilitate compliance with conditions

Market research: Coordinate, manage the contract

Key legislation, corporate policy, standards and guidelines: Coordinate accountabilities

Legal services: Manage the provision of effective, accessible services

Capital Investment Planning: Provide support to and manage the Capital Investment Program and related processes

Pricing and Tariffs: Manage the pricing and tariff processes for the regulatory business

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Flexibility
- Innovation
- Speed
- Integration

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

| Performance Areas | Key Measures | Past Performance | Threshold | Target | Cap | Weighting |
|---|--|---|-----------------------|-----------------------|-----------------------|-----------|
| 1. Budget management | Actual expenditure vs approved budget amount (%). | 122% (1996/97) 98% YTD 1/98 | <=100% | <=99% | <=98 | 10% |
| 2. Customer Satisfaction (Internal Customers) | Survey | 78% (as at 3/98) | >=78% | >=80% | >=81% | 30% |
| 3. Priority 1 Responses | % Priority 1 responses provided to Executive Branch in stipulated time. | 91% (42/46 for Priority 1) (8/97 - 3/98 only) | >=90% | >=95% | 100% | 15% |
| 4. Process Improvement | Implement all recommendations accepted by the General Manager on key selected processes reviewed by the Team, within an agreed time. | 2 processes in 1997/98 | 2 processes per annum | 3 processes per annum | 4 processes per annum | 30% |
| 5. Priority 2 Responses | % Priority 2 responses provided to Executive Branch in stipulated time. | 47% (17/36 for Priority 2) (8/97 - 3/98 only) | >=60% | >=70% | >=80% | 15% |

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Planning & Development Division, Corporate & Regulatory Planning Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11—Strategies.

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures & Targets prescribed in Clause 10—Performance Measures & Targets.

Strategy 1. BUDGET MANAGEMENT

Description of the change/s to be implemented—

To achieve expenditure of no more than 99% of approved budget.

Major steps in introducing change—

- Periodically reassess all budget items;
- Document the budget variation process; and
- Adopt an expenditure options check list.

Timeframe for implementation

Commencing 1/7/98.

Strategy 2. CUSTOMER SATISFACTION (INTERNAL CUSTOMERS)

Description of the change/s to be implemented—

To achieve a customer satisfaction level of 80% or more.

Major steps in introducing change—

- Periodically review target population;
- Develop improvement plans for lowest performing Critical Success Factors;
- Market skills, products and services more pro-actively with key customers.

Timeframe for implementation

Commencing 1/7/98.

Strategy 3. PRIORITY 1 RESPONSES

Description of the change/s to be implemented—

To achieve a response rate of 95% or more on time for all Priority 1 requests.

Major steps in introducing change

- Review process to improve efficiency;
- Implement a reminder system;
- Introduce a buddy system to support the process.

Timeframe for implementation

Commencing 1/7/98.

Strategy 4. PROCESS IMPROVEMENT

Description of the change/s to be implemented—

To achieve a review of three processes each year.

Major steps in introducing change

- Develop and implement a process review procedure.

Timeframe for implementation

Commencing 1/7/98.

Strategy 5. PRIORITY 2 RESPONSES

Description of the change/s to be implemented—

To achieve a response rate of 70% or more on time for all Priority 2 requests.

Major steps in introducing change

As for Strategy 3

Timeframe for implementation

Commencing 1/7/98.

CLAUSE 12—PERFORMANCE MONITORING

Performance measure data will be calculated in accordance with the agreed Performance for each measure. Subsequent alterations to the pack are to be agreed by the Branch Manager. Detailed working papers will be retained to substantiate quarterly reporting.

Performance data will be compiled by the Performance Measure Custodian, as nominated in each Performance Measurement Pack, who will calculate results and provide graphical reporting to the next Branch Team meeting after the close of each quarter.

Progress on each of the Performance Measures are to be reviewed at each Branch Team meeting (as a standard agenda item). Both Clause 10 performance data and progress on Clause 11 strategies are to be considered.

Copies of the Agreement and all documentation relating to performance should be made available to employees and the union parties.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure.

CLAUSE 14—INCENTIVE PAYMENTS AND DISTRIBUTION

(A) The total Water Corporation Incentive Pool is determined by the methodology prescribed in Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997.

(B) Employees share of the Incentive Pool provided for in paragraph (A) is subject to the achievement of targets prescribed in Clause 10 Performance Measures and Targets and Clause 11 Strategies of this Agreement.

(C) The incentive payment awarded to this Local Area is to be distributed before tax on an equal share basis among those employed here in proportion to the ordinary time worked during the term. The corporate Entitlement guidelines, attached as Appendix A, for the payment of performance incentive payments will apply where employees are engaged part time or who start and finish during the term of the Agreement.

CLAUSE 15—SIGNATORIES

.....Signed.....

On behalf of the Water Corporation

Acting Chief Executive Officer

Dated: 22/7/98

.....Signed..... *Common Seal*

General Secretary

Civil Service Association of Western

Australia Incorporated

Dated: 23/7/98

APPENDIX A

Guidelines for the Payment of Performance Incentive
Payments prescribed under the Corporation Conditions
Agreement 1997

These Guidelines apply equally to all Corporation Employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

Application of these Guidelines is not mandatory, as Local Agreements may provide for different arrangements for entitlements to the incentive payments.

Performance Linked Incentive Payments

The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for two 12 month periods ending 30 June 1999 and 30 June 2000.

Each annual incentive payment comprises two components, one for the achievement of Corporate targets and the other for the achievement of local area targets.

Entitlement to these payments may be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the local Agreements.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Agreements.

Entitlement

- Employees engaged full-time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement are entitled to a share based on the time worked proportional to full time.
- Employees who start or finish during the term of a Local Agreement shall be entitled to a share based on the time worked proportional to full time.
- Employees absent from duty on—
 - Leave without pay;
 - parental leave;
 - seconded to external agency;

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the periods of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments—

- Corporation employees on contract as defined in Clause 3 Parties Bound;
- People working under a contract for service, e.g. an agency;
- Vacational (student) employees;
- Employees of other organisations seconded into the Corporation*.

* Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.

**WATER CORPORATION PROJECT MANAGEMENT
BRANCH LOCAL AGREEMENT 1998.**

No. AG 211 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia
Incorporated.

No. AG 211 of 1998.

Water Corporation Project Management Branch Local
Agreement 1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Project Management Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,

[L.S.] _____ Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Project Management Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contain the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

CLAUSE 1—TITLE

CLAUSE 2—ARRANGEMENT

CLAUSE 3—PARTIES BOUND

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

CLAUSE 5—TERM OF AGREEMENT

CLAUSE 6—NO FURTHER CLAIMS

CLAUSE 7—DEFINITIONS

CLAUSE 8—MISSION AND OBJECTIVES

CLAUSE 9—CRITICAL SUCCESS FACTORS

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

CLAUSE 11—STRATEGIES

CLAUSE 12—LOCAL ARRANGEMENTS

CLAUSE 13—PERFORMANCE MONITORING

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

CLAUSE 15—INCENTIVE DISTRIBUTION

CLAUSE 16—SIGNATORIES

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Project Management Branch during the operation of this Agreement and also applies to and binds the following organisations—

Civil Service Association of Western Australia (Inc) (csa)

This Agreement will cover an estimated 42 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered / certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997

- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from 1 July 1998 until 30 June 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“Agreement” means the Water Corporation Project Management Branch Local Agreement 1998.

“Corporation” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

CLAUSE 8—VISION, MISSION AND OBJECTIVES

Vision

The Water Corporation’s Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services. Our Branch Vision is to be a successful business with increasing demand for our services.

Mission

The Water Corporation’s Mission is to conduct a successful business, providing quality water and wastewater services to customers, to enhance their lifestyle and to support the future development of the State. Our Branch Mission is to deliver engineering infrastructure to Corporation clients by providing a complete project and contract management service in a professional, customer focused manner.

Objectives

The Water Corporation’s objectives to which our Branch makes a contribution in the various Key Result Areas are to—

Our Customers

- Work together to improve the level of service delivered to internal and external customers.

- Understand customer segments and ensure all of our systems and processes are aligned to meet their needs.

Commercial Performance

- Increase return on investment in new assets.

Business Development

- Undertake Benchmarking to determine best practice.

The Environment

- Satisfy all statutory and regulatory requirements.

(from Key Directions Summary 1996/97 – 2000/01)

The Branch’s specific objectives will be developed consistent with these as part of our on-going planning process.

CLAUSE 9—CRITICAL SUCCESS FACTORS

External focus, speed, flexibility, integration and innovation are the five Critical Success Factors identified for the Corporation and its component parts. These factors are the pervasive attitudinal and behavioural attributes which the current business environment demands.

Delivery of a quality project fit for purpose, within time and cost targets, and with customer satisfaction are the additional performance criteria necessary for successful project management. The business objective of Project Management Branch is to deliver each project at its optimum total project cost, whilst still satisfying the project’s performance criteria.

The performance measures and targets in this agreement have been developed consistent with both the Corporate Key Result areas and the philosophies of the project management and business performance criteria.

Our Corporate Values are—

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These values define what is important to us both as an organisation, and as individuals within Project Management Branch, as we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Project Management Branch to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weighting’s should be reviewed.

Strategies for achieving the Performance Measures and Targets contained in this Clause are prescribed in Clause 11 Strategies.

| Performance Areas | Key Measures | Past Performance | Threshold | Target | Cap |
|---------------------------|--|---------------------------|-----------|--------|--------|
| 1.) Financial Performance | Increase of Gross Contribution above budgeted amount. | projected \$20k (1997/98) | Zero | \$100k | \$150k |
| 2.) Customer Service | Extent of meeting agreed delivery times for monthly reports. | approx. 80% (1996/97) | 85% | 88% | 90% |
| 3.) Information | Extent of submitting Contractor Performance Reports. | approx. 10% (1997) | 50% | 70% | 90% |
| 4.) People | Extent of completing OH&S contract start-up audits for awarded “Part A” contracts. | 25% (1997/98 to date) | 60% | 80% | 90% |
| 5.) Financial Performance | Variation of CIP projects expenditure from estimate 2 months prior. | 25% (1997/98 to date) | 20% | 10% | 7.5% |

CLAUSE 11—STRATEGIES FOR IMPROVING PERFORMANCE

The following strategies support the Performance Measures and Targets prescribed in Clause 10.

Strategy 1: Gross Contribution.

Objective—

Exceed the target of \$100k above the budgeted gross contribution.

Actions and Timeframes—

Improve Budget Estimating & Monitoring Tools

- Identify/Use/Develop Reports in SAP to compare cost versus revenue, report proportion of chargeable/non-chargeable hours and level of chargeable hours booked for all staff—January-March 1999
- Develop tools to more accurately forecast salary and contract staff costs—April-June 1999

Implement tighter control on non-chargeable Branch activities

- Implement new Quality Procedure requiring all new non-chargeable activities to be authorised by the Branch Executive—Immediate.
- Manage all discrete non-chargeable activities as projects in a Branch master schedule—July-September 1998
- Record time spent on each discrete non-chargeable activity—Immediate.

Strategy 2: Monthly Reports

Objectives—

Improve percentage of monthly reports meeting agreed delivery times to exceed the target of 88%

Actions and Timeframes—

Manage exceptions

- Edit data in IPACS to ensure “Active” status of projects is accurate—July 1998
- Distribute the updated listings regularly to Project Managers—monthly
- Track projects and Project Managers not meeting the required deadlines and take corrective action—on-going

Continuous Improvement

- Review existing process to identify opportunities to reduce preparation time—July 1998
- Implement revised process—August 1998

Electronic Delivery of Completed Reports

- Develop monthly progress report in IPACS system—July 1998
- Implement the use of IPACS monthly report across all projects—August 1998
- Implement delivery of monthly reports to customers by eMail after signing by the project manager.—September 1998
- Identify/Develop/Utilise monthly progress report in SAP system—January-March 1999

Strategy 3: Contractor Performance Reports.

Objectives—

Improve the submission of Contractor Performance Reports to exceed the target of 70%.

Actions and Timeframes—

Quality Assurance

- Define the process for the verifying and administering contract Practical Completion incorporating Contractor Performance reporting requirements and document this in the Branch Quality System—July - August 1998
- Prepare a checklist to support the contract completion process and document this in the Branch Quality System—July-August 1998
- Develop a quality procedure to verify application of the checklist to individual contracts and ensure its correct storage and retention—July-August 1998
- Implement the new procedures throughout the Branch—September 1998

Strategy 4: OH&S Start-Up Audits

Objective—

Improve the percentage of Part A Contract start up audits performed (where required) to exceed the target of 90%.

Actions and Timeframes—

Quality Assurance

- Define the process for the administering contract start-up incorporating OH&S requirements and document this in the Branch Quality System—July-August 1998
- Prepare a checklist to support the contract start-up process and document this in the Branch Quality System—July-August 1998

- Develop a quality procedure to verify application of the checklist to individual contracts and ensure its correct storage and retention—July-August 1998
- Implement the new procedures throughout the Branch September 1998

Strategy 5: CIP Cashflow Estimates Accuracy

Objective—

Improve cashflow forecasting to exceed the target accuracy of 10%.

Actions and Timeframes—

Improved Estimating and Forecasting

- create a historical database of projects completed by the Branch—on-going
- Improve the forecasting skills of Project Managers through education/training/software implementation/mentoring—on-going
- Provide regular feedback to staff (report data sorted by Project Manager) to reinforce or correct trends—on-going
- Introduce use of the tools provided in the SAP system—Jan-March 1999

Change Control

- Implement paper based formal change control for scope changes initiated by client (program manager representing the asset manager)—July-September 1998

CLAUSE 12—LOCAL ARRANGEMENTS

In accordance with the Water Corporation Conditions Agreement 1997.

CLAUSE 13—PERFORMANCE MONITORING

The Business Administrator is responsible for collecting and recording the data for calculation of the performance measures. Within 10 days of the close of each month, the Business Administrator will produce the graphs and reports for each measure, together with the balanced scorecard.

Our performance against each key measure will be monitored monthly by the Branch’s Executive at its monthly management meetings.

The Branch Executive will monitor progress of implementing the various Strategies for Improving Performance, and will initiate any corrective action necessary to ensure the strategies are achieved within their planned timeframes.

Updated performance graphs and the Local Area Results Report will be presented at the regular Branch briefing sessions and posted on the notice board in the communications room.

All parties to this Agreement shall have access to a copy of this Agreement and any document(s) relating to performance monitoring.

CLAUSE 14—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6. Dispute Resolution Procedure.

CLAUSE 15—INCENTIVE DISTRIBUTION

The incentive payment available to employees under the provision of Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997 and awarded to this Local Area is to be distributed equally among all the members of this agreement both past and present according to their entitlement and in proportion to their number of completed calendar months of membership during the term.

Periods of more than three complete calendar months shall be excluded from the count of completed months when the member is absent from duty on—

- leave without pay,
- parental leave,
- seconded to an external agency, or
- absent from duty without pay for any other reason.

Full-time employment carries a full entitlement, while part-time employment carries an entitlement proportional to agreed weekly hours divided by 38.

People not entitled to receive incentive payments under this Agreement are—

Corporation employees on contract in Reporting Level 1,2 & 3,
people working under contract for service eg an agency,
“casual” employees,
vacational (student) employees, and
employees of other organisations seconded into the Corporation.

CLAUSE 16—SIGNATORIES

Signed for and on behalf of the Water Corporation.

.....Signed.....

ACTING CHIEF EXECUTIVE OFFICER

Dated: 22/7/98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

.....Signed..... *Common Seal*

GENERAL SECRETARY

Dated: 23/7/ 98

**WATER CORPORATION REVENUE POLICY
BRANCH LOCAL AGREEMENT 1998.**

No. AG 206 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia
Incorporated.

No. AG 206 of 1998.

Water Corporation Revenue Policy Branch Local Agreement
1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Revenue Policy Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,

[L.S.]

Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Revenue Policy Branch Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

CLAUSE 1—TITLE

CLAUSE 2—ARRANGEMENT

CLAUSE 3—PARTIES BOUND

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

CLAUSE 5—TERM OF AGREEMENT

CLAUSE 6—NO FURTHER CLAIMS

CLAUSE 7—DEFINITIONS

CLAUSE 8—MISSION AND OBJECTIVES

CLAUSE 9—CRITICAL SUCCESS FACTORS

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

CLAUSE 11—STRATEGIES

CLAUSE 12—PERFORMANCE MONITORING

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

CLAUSE 14—INCENTIVE DISTRIBUTION

CLAUSE 15—SIGNATORIES

APPENDIX A—GUIDELINES ON INCENTIVE DISTRIBUTION

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Revenue Policy Branch during the operation of this Agreement and also applies to and binds the following organisations—

Civil Service Association of Western Australia (Inc) (CSA)

This Agreement will cover six (6) employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed the Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- (a) It has the approval of the Local Area General Manager, and
- (b) The potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and
- (c) Agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- (d) Ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“Agreement” means the Water Corporation—Revenue Policy Local Agreement 1998.

“Corporation” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“Revenue Manual” is the Water Corporation's reference point for policy guidelines and procedures on revenue matters.

“Intranet” means the Water Corporation's intra-organizational information system.

CLAUSE 8—MISSION AND OBJECTIVES

Our mission is to—

“provide a responsive Customer focused advisory and monitoring service to Management, the Customer Centre

and Regions in all matters relating to revenue policy and legislation.”

Our objectives are to —

- Provide well developed and up to date policies, standards, model guidelines and documentation.
- Comply to corporate directives in relation to expenditure.
- Provide accurate and prompt advice to staff regarding legislation, subsidiary legislation, policies, standards, model guidelines and documentation.
- Provide timely and accurate reporting.
- Develop a framework for future training and awareness programs for staff on revenue policy and legislation.
- Develop a framework for a compliance audit process.
- Maintain a safe, healthy and enjoyable work environment.

(Key Result Areas Supported by these objectives: Customer Services, Superior Financial Performance.)

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility
- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are—

- Satisfy our customers
- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS*

| Performance Areas | Key Measures | Weighting | Past Performance | Threshold | Target | Cap |
|--|---|-----------|-------------------------------------|-------------------------------------|-------------------------------------|---------------------------------------|
| 1. Requests for Information / Advice | % of time taken to reply to correspondence within the specified 10 working day period or agreed time with customer for a minimum of 200 requests. | 30% | 78% | 80% | 85% | 88% |
| 2. Performance v's Budget | Annual expenditure compared to budget. | 15% | Not Available | 100% | 99% | 98% |
| 3. Customer satisfaction within the Water Corporation. | Internal customer survey. (quarterly) | 30% | 81.86% (mean score) | 81.86% (mean score) | 83% (mean score) | 84% (mean score) |
| 4. Delivery of reporting to internal customers | Debt Recovery. (monthly/quarterly) | 25% | 43% delivered within 3 working days | 69% delivered within 3 working days | 80% delivered within 3 working days | 87.5% delivered within 3 working days |

* In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of Revenue Policy to achieve a target contained in this clause, the parties shall confer to consider whether the measure and/or target should be changed or deleted and whether the relative weightings should be reviewed.

N.B. Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11—Strategies.

11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10—Performance Measures and Targets

Strategy 1.—Requests for Information/Advice.

Aim—

IMPROVE RESPONSE TIME TO REQUESTS FOR INFORMATION/ADVICE FROM 78% to 85% WITHIN SPECIFIED WORKING TIME.

Action—

- Continue to develop and enhance an internal correspondence tracking system.
- Provide all team members with shared network access to the tracking system.
- Provide team members with weekly/fortnightly tracking report.

Timeframe—

Improvement to current correspondence register to be in place by end of August 1998.

Further improvements to be discussed at monthly team meetings.

Strategy 2.—Performance v's Budget.

Aim—

ANNUAL EXPENDITURE NOT TO EXCEED ANNUAL BUDGET.

Action—

- One point of contact for the approval of expenditure.
- Monitor expenditure on a monthly basis.
- All team members to be regularly informed of performance.

Timeframe—

Reviewed quarterly.

Strategy 3.—Customer Satisfaction within the Water Corporation

Aim—

DEVELOP POLICY AWARENESS TRAINING PROGRAM FOR REVENUE POLICY CUSTOMERS.

Action—

- Identify and implement relevant training needs for Revenue Policy staff.

- Develop a framework for future training and awareness program.
- Develop and implement an overall communication strategy.
- Develop a framework for a compliance audit process.

Timeframe—

Long-term

Framework to be in place within 12 months

Strategy 4.—Delivery of Reporting to Internal Customers.

Aim—

IMPROVE THE DELIVERY OF REPORTING FROM 43% WITHIN 3 WORKING DAYS TO 69%.

Action—

- Develop a report monitoring system.
- Performance report to be issued to staff on a monthly basis.
- Ensure all staff are aware of requirements and procedures involved in each report.

Timeframe—

Reviewed quarterly.

Strategy 5.—Customer Satisfaction within the Water Corporation.

Aim—

COMPLETION AND CONVERSION OF REVENUE MANUAL.

Action—

- Update and modify Revenue Manual.
- Convert for use on the intranet.
- Communicate and promote changes to customers.

Timeframe—

Long term—12 months

Progress review quarterly

Strategy 6.—Customer Satisfaction within the Water Corporation.

Aim—

DEVELOP A FORMAL FORWARD PLANNING SYSTEM

Action—

- Development of a computer based planning calendar.
- All team members to have shared network access to calendar.
- Monthly discussion as part of regular team meetings.

Timeframe—

Planning system to be in place by end September 1998.

Further improvements to be discussed at monthly team meetings.

CLAUSE 12—PERFORMANCE MONITORING

All performance data, will be calculated based on the same information sources as the baseline data.

Detailed reports will be produced and retained to substantiate monthly reporting on all measures except the Customer Satisfaction measure which will be reported quarterly. A copy of the reports will be provided all team members and regular update meetings will be held.

Each member of the local team will be responsible for the collection of and reporting performance in accordance with the agreed arrangement.

Copies of the Agreement and all documentation pertaining to performance should be made available to employees and the union parties.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure.

CLAUSE 14—INCENTIVE DISTRIBUTION

Distribution of the incentive payment to Revenue Policy employees covered by this agreement shall be on the basis of equal shares to each employee, calculated before tax, provided

that the guidelines attached at Appendix A will be applied where employees are engaged part-time or who start and finish during the term of the Agreement.

The total Water Corporation Incentive Pool is determined by the methodology prescribed in Clause 3.11

Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997.

Employees share of the Incentive Pool provided for in the Water Corporations Conditions Agreement 1997, is subject to the achievement of targets prescribed in clause 10 Performance Measures and Targets and Clause 11 Strategies of this Agreement.

CLAUSE 15—SIGNATORIES

.....Signed.....

Acting Chief Executive Officer—Water Corporation

Dated: 22/7/98

.....Signed..... *Common Seal*

General Secretary

Civil Service Association of Western Australia Incorporated

Dated: 23/7/98

APPENDIX A

Guidelines for the payment of prescribed performance incentive payments under the Corporation Enterprise Agreement.

These Guidelines apply equally to all Corporation Employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

Application of these guidelines is not mandatory.

Local Agreements may provide for different arrangements for entitlements to the incentive payments.

Performance linked incentive payments

The \$ value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for two 12 month periods ending 30 June 1999 and 30 June 2000.

Each annual incentive payment comprises two components, one for the achievement of Corporate targets and the other for the achievement of local area targets.

Entitlement to these payments may be awarded to individuals on the basis of time worked in proportion to full time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Bargaining Agreements.

Entitlements

- Employees engaged full time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part time during the full term of the Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees who start or finish during the term of a Local Agreement shall be entitled to a share based on time worked proportional to full time.
- Employees absent from duty on—
 - leave without pay
 - parental leave
 - seconded to external agency

to have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments

- Corporation employees on contract as defined in Clause 3—Parties Bound.
- People working under a contract for service eg., an agency
- Vacational (student) employees
- Employees of other organisations seconded into the Corporation*

* special circumstances may require a review.

**WATER CORPORATION SOUTH WEST REGION
LOCAL AGREEMENT 1998.**

No. AG 186 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Australian Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous Workers Division, Western
Australian Branch and Others.

No. AG 186 of 1998.

Water Corporation South West Region Local Agreement
1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms S Ellery on behalf of The Australian Liquor, Hospitality and Miscellaneous Workers' Union, Miscellaneous Workers' Division, Western Australian Branch, Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, Mr G Sturman on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers Western Australian Branch and Mr J Murie on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering Electrical Division, WA Branch, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation South West Region Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

(Sgd.) P. E. SCOTT,

[L.S.]

Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation South West Region Local Agreement 1998, and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

- CLAUSE 1 TITLE
- CLAUSE 2 ARRANGEMENT
- CLAUSE 3 PARTIES BOUND
- CLAUSE 4 PRECEDENCE OVER AGREEMENTS
- CLAUSE 5 TERM OF AGREEMENT
- CLAUSE 6 NO FURTHER CLAIMS
- CLAUSE 7 DEFINITIONS
- CLAUSE 8 MISSIONS AND OBJECTIVES
- CLAUSE 9 CRITICAL SUCCESS FACTORS
- CLAUSE 10 PERFORMANCE MEASURES AND TARGETS
- CLAUSE 11 STRATEGIES
- CLAUSE 12 LOCAL WORK ARRANGEMENTS
- CLAUSE 13 PERFORMANCE MONITORING
- CLAUSE 14 DISPUTE RESOLUTION PROCEDURE
- CLAUSE 15 REMUNERATION FORMULA
- CLAUSE 16 SIGNATORIES

CLAUSE 3—PARTIES BOUND

This Agreement is an agreement made under Part VI B of the Workplace Relations Act 1996 in respect of—

- the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch; and
- the Australian Workers Union, for those classifications prescribed in Clause 1.3 of the Water Corporation Pay and Allowances Agreement 1997.

This Agreement is an agreement made under Section 41 of the Industrial Relations Act 1979 in respect of—

- the Civil Service Association of Western Australia (Inc); and
- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch; and
- the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch; and
- the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch for classifications prescribed in Clause 1.3—Parties Bound of the Water Corporation Pay and Allowances Agreement 1997.

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's (Name of Division/Region/Branch) during the operation of this Agreement and also applies to and binds the following organisations—

- Australian Liquor Hospitality and Miscellaneous Workers Union, Miscellaneous Division, WA Branch (ALHMWU)
- The Australian Workers Union (AWU)
- Civil Service Association of Western Australia (Inc) (CSA)
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch (AMWU)
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch (CEPU)

This Agreement will cover an estimated 190 employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

This Agreement shall operate from 1 July 1998 until 30 June 1999.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“**Agreement**” means the Water Corporation (South West Region) Local Agreement 1998.

“**Corporation**” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“**Regional Management Team**” means the senior Managers of the Region which consists of the Regional Manager, Manager Finance & Administration, Manager Asset Management, Manager Service Delivery, Manager Planning & Development, Manager Human Resources, Manager Customer Service and the Strategy Manager.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and wastewater services.

Our Region's Mission is—

To be a successful business providing quality water and wastewater services to customers to enhance their life-style and to support the future development of the State.

Our Region's objectives are specified in the Region's 1998/99 Business Plan.

The strategies and actions listed detail the Region's contribution towards the Corporate Key Result Areas of—

- Excellence in Customer Service
- Superior Financial Performance
- Business Development and Growth
- Effective Environmental Performance

as well as the Key Support Areas of—

- People
- Assets
- Information

CLAUSE 9—CRITICAL SUCCESS FACTORS AND CORPORATE VALUES

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- an external focus
- speed
- flexibility
- integration
- innovation

Our Corporate Values are

- Satisfy our customers
- Respect People
- Act with integrity
- Respect the environment

These factors and values define what is important to us as a Region contributing to the Corporation and are central to our objectives and how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

(Strategies for achieving the targets contained in this clause are prescribed in Clause 11—STRATEGIES)

| Indicator | Measure | Current Performance | Threshold | Target End of Year 1 | Cap | Weight-ing | | | | | | | | | | | | |
|--|---|--|---|--|---|--------------------|------|------|-------|------|-------|------|-------|------|------|-----|--------------------------------------|-------|
| Customer Service | Customer Satisfaction % of customers extremely, very or quite satisfied (ie. positive responses) | Benchmark survey to be conducted in May 1998 to establish baseline | Baseline as at May 1998 | <table border="1"> <thead> <tr> <th>If Baseline</th> <th>Improvement Target</th> </tr> </thead> <tbody> <tr> <td>< 60</td> <td>+ 7%</td> </tr> <tr> <td>61-70</td> <td>+ 6%</td> </tr> <tr> <td>71-80</td> <td>+ 5%</td> </tr> <tr> <td>81-90</td> <td>+ 3%</td> </tr> <tr> <td>> 90</td> <td>+1%</td> </tr> </tbody> </table> | If Baseline | Improvement Target | < 60 | + 7% | 61-70 | + 6% | 71-80 | + 5% | 81-90 | + 3% | > 90 | +1% | + 8% + 7% + 6% + 4% + 1% | equal |
| If Baseline | Improvement Target | | | | | | | | | | | | | | | | | |
| < 60 | + 7% | | | | | | | | | | | | | | | | | |
| 61-70 | + 6% | | | | | | | | | | | | | | | | | |
| 71-80 | + 5% | | | | | | | | | | | | | | | | | |
| 81-90 | + 3% | | | | | | | | | | | | | | | | | |
| > 90 | +1% | | | | | | | | | | | | | | | | | |
| Finance - Performance against operating & support budget | The total of operating, support and reimbursement expenditure, less reimbursement revenue, compared to approved budget. | | 100% | 100% | 99% | equal | | | | | | | | | | | | |
| Finance | Gross Region contribution, (excluding items outside Regions control), measured against 97/98 results | 100% | 100% | 102% | 103% | equal | | | | | | | | | | | | |
| Finance - Performance against approved Capital Budget | Expenditure Vs Current approved programme budget | 98% | Range + 10% to -20% | Range+5% to -10% | Range+3% to -5% | equal | | | | | | | | | | | | |
| Safety Performance | Worksafe Audit | 62% <i>(Silver Award)</i> | Improve by 1% (on current performance) to 63% | Improve by 10.0% (on current performance) to 68% | Improve by 11% (on current perform.) to 69% | equal | | | | | | | | | | | | |
| Business Development | Increased annual contribution through new business and innovation | Not Measured | Profit of \$0.050M | Profit of \$0.100M | Profit of \$0.150M | equal | | | | | | | | | | | | |
| QMS (Quality Mgt System) | Third party certification of Quality Management System | Not Measured | Internal (within Corporation) pre-3rd party certification audit | 3rd party (external) certification of the Region | | equal | | | | | | | | | | | | |

CLAUSE 11—PERFORMANCE IMPROVEMENT STRATEGIES

The Region is committed to the following strategies for improving its performance in those areas in which our current performance is below the agreed target levels. These strategies support the PERFORMANCE MEASURES & TARGETS prescribed in Clause 10.

PI #1—Customer Satisfaction

Description of Improvement Strategy

To improve the % of customers who are “quite satisfied” through to “extremely satisfied” with the over-all response to their enquiry with employees in the SWR.

The basis for measuring performance will be the Corporation's Customer Contact Survey conducted by Market Equity. Customers will be asked to rate their experience on a scale of 1 (extremely satisfied) through to 6 (not at all satisfied) on factors such as: responsiveness to initial enquiry, attitude, competence and knowledge, ease of understanding of information provided, time taken to address issue, whether advised of outcome, satisfaction with outcome/completed job.

Major Steps in Introducing the Strategy

1. Ensure that the Corporate Survey is appropriately conducted in terms of content and sample size to provide sustainable information.

2. Regional teams to provide details of all external contacts received over a set period of time for survey purposes.

3. Teams to monitor and analyse survey results and take appropriate improvement action. This may involve training and planning to improve our techniques and processes.

4. Develop an appropriate reporting process and format to regularly review performance.

Timeframe for Implementation

From July 1, 1998

The Region is committed to the following strategies for improving its performance.

PI #2—Finance—Performance Against Expenditure Budget

Description of the Improvement Strategy

To improve the level of financial performance relative to the approved budget. The measure to be used will be the total of operating, support and reimbursement expenditure, less reimbursement revenue, compared to the corresponding approved budget.

Major Steps in Introducing the Change

1. Determine approved budgets.
2. Progress report monthly.

Timeframe for Implementation

From July 1, 1998

The Region is committed to the following strategies for improving its performance.

PI #3—Gross Contribution—Actual Against Last Year

Description of the Improvement Strategy

To improve the level of financial contribution to the Corporation by increasing gross contribution (profit) against last year. This is consistent with the Corporate Scorecard key result area of Superior Financial Performance. Methodology in establishing the Contribution Statement will be that applied by the Corporation.

The South West Region proposed to increase the 1998/99 gross contribution by 2% against the 1997/98 result (threshold).

Major Steps in Introducing the Change

1. Confirm budget allocation and business plan for 1998/99 to set the performance baseline. This baseline will include—

- 1998/99 approved Revenue Budget
- 1998/99 approved Expenditure Budget

2. Items that are outside the direct influence of the Region will not be included; these are:

- Divisional overhead costs
- Corporate overhead costs
- Transfer pricing costs (eg. bulk water charges)
- Depreciation

3. Having set the approved baseline, a performance target is set to increase the contribution by the agreed percentage

4. Develop an appropriate reporting process and format to regularly review the performance.

5. Develop strategies to generate more revenue and to reduce operating costs.

Timeframe for Implementation

From July 1, 1998

The Region is committed to the following strategies for improving its performance.

PI #4—Performance Against Approved Capital Programme

Description of the Change to be Implemented

To enhance the Region's performance against the approved Capital Programme, we will monitor the South West Region Programme (including Minor Work Programme).

Major Steps in Introducing the Change

- Client Representative's role is critical in representing the Region and its interests and must be clearly defined.
- Planning will become more pro-active.
- When projects are created all triggers must be clearly identified and on-line justification maintained with current information.
- Scope of works must be clearly identified at commencement of works.
- Definition and design of project must be clear.
- Monitor closely performance of Project Managers and take corrective action where required.

Timeframe for Implementation

From July 1, 1998

The Region is committed to the following strategies for improving its performance.

PI #5—Safety Performance

Description of the Change to be Implemented

Increase overall rating (by 10%) in the Region's Worksafe Audit

Major Steps in Introducing the Change

1. Further develop and enhance the Region's Safety Action Plan

2. Active participation by all teams.

3. Regularly report on progress against actions contained in Safety Action Plan.

4. Prior to the next Worksafe Audit conduct an internal audit to ascertain readiness for Worksafe Audit.

5. Address issues out of internal audit.

6. Worksafe Audit

Timeframe for Implementation

- Safety Action Plan for 1998/99 to be developed by July 1, 1998

- Progressive implementation of the Action Plan by all teams from July 1, 1998

- Worksafe Audit to be conducted by April 1999

The Region is committed to the following strategies for improving its performance..

PI #6—Business Development

Description of the Change to be Implemented

The Region will develop a focus on new business/innovation for all employees. The Region will need to have the organisational structure correctly aligned and processes in place to identify, develop and implement opportunities.

The performance measure suggested for business development is to measure the profit generated from new business/innovation.

Additionally we will need clear definitions and measures so that we are able to monitor and account for our successes.

Major Steps in Introducing Change

1. Review organisation and determine requirements in order to adequately handle workload.

2. Develop mechanisms for involvement by all staff.

3. Develop internal processes to identify, prioritise, assess and implement opportunities.

4. Develop measurement and reporting processes.

5. Progress current and newly identified opportunities.

Note—

1. This initiative to be included in the 1998/99 Regional Business Plan.

2. Progress to be monitored monthly and reported to the Regional Management Team and all staff.

Timeframe for Implementation

Commencement date—July 1, 1998

Items 1 and 2—October 1998

Items 3 and 4—December 1998

Item 5—ongoing

The Region is committed to the following strategies for improving its performance.

PI #7—Quality Management System (QMS)

Description of the Change to be Implemented

To progress the implementation of QMS (Quality Management System) in the Region and to achieve the target, the Region will need to—

1. Ensure all documentation is in place, (procedures and work instructions).

2. Greater awareness of QMS (Quality Management System) and its importance in relation to the daily operation of the business.

3. People are actively meeting the minimum guidelines (divisional standards).

4. The system is being used.

Major Steps in Introducing Change

1. Review all procedures and Work Instructions to Divisional standards.

2. Workgroups identify and prepare necessary work instructions.

3. All documentation operationalised/implemented.

4. Internal audits show high level of compliance.

5. Desk top audit by third party to obtain initial certification.

6. Six monthly audits to ensure system is being used and developed so that business is effectively and efficiently operating.

Timeframe for Implementation

- Item 1—By August 31, 1998
- Item 2—By October 31, 1998
- Item 3—By February 28, 1999
- Item 4—By March 31, 1999
- Item 5—By June 1, 1999
- Item 6—November 1999, May 2000, November 2000

CLAUSE 12—LOCAL WORK ARRANGEMENTS

The parties to this Agreement agree that during the period of this agreement, they may use the provisions of the Water Corporation Conditions Agreement 1997 to negotiate mutually acceptable changes to work arrangements which support the achievement of the Region's business objectives.

CLAUSE 13—PERFORMANCE MONITORING

Performance against the PERFORMANCE MEASURES & TARGETS in Clause 10 will be monitored by the Strategy Manager, South West Region, and reported to the Regional Management Team and all Regional employees at least quarterly. Employees and their unions shall have access to a copy of this Agreement and any documents related to performance monitoring, relative to this Agreement.

CLAUSE 14—DISPUTE RESOLUTION

Parties to this Agreement will apply the Dispute Resolution Procedure Clause 5.6 of the Water Corporation Conditions Agreement 1997.

CLAUSE 15—REMUNERATION FORMULA

The total Water Corporation Incentive Pool (of which the South West Region Employee Incentive Pool is a proportional sub-set) is based on projected organisational productivity using the Total Factor Productivity model referred to in Clause 3.11 LUMP SUM AND INCENTIVE PAYMENTS of the Water Corporation Conditions Agreement 1997. The incentive pool is accessed by evaluation of performance against targets at two levels—

- 50% is based on Corporate performance against targets established by the Corporation and published in the Statement of Corporate Intent for 1998/99 and 1999/00. These targets relate to performance in the areas of (1) Excellence in Customer Service, (2) Superior financial performance, (3) Business development and growth, and (4) Effective environmental performance. Monitoring of these is outside the scope of this Agreement.
- 50% is based on Regional performance against the targets established by the South West Region, and explained in Clause 10 PERFORMANCE MEASURES AND TARGETS and clause 11 STRATEGIES of this Agreement.

Distribution

The distribution of the Local Area Incentive Pool shall be distributed equally (on a nett, after tax basis) amongst all employees who are party to this Agreement. (The methodology for calculation of the tax rate will consider Water Corporation income only and excludes all other income, allowances and deductions).

This distribution will be subject to the following provisions for employees engaged part time or who start or finish during the term of the Agreement.

Entitlements

- Employees engaged full time during the full term of the Local Agreement shall be entitled to a full share of the incentive payment.
- Employees engaged part time are entitled to a share based on time worked proportional to full time.
- Employees who start or finish during the term of the Local Agreement shall be entitled to a share based on time worked proportional to full time and participation during the term of the Local Agreement.
- Employees absent from duty on
 - leave without pay
 - parental leave
 - secondments (to an external agency)

are to have the period of continuous absence (in excess of three months) deducted from service over the period of the

Local Agreement, for the purposes of calculating their entitlement to the distribution of the Local Area Incentive Pool.

Categories not entitled to the incentive payment—

- Corporation employees on contract as defined in Clause 3 Parties Bound
- People working under a contract for service, eg through an agency
- Vacational student employees
- Employees of other organisations seconded into the Corporation*

* *Special circumstances may require a review in which case an entitlement will be determined by a valid majority of employees covered by this Local Agreement.*

CLAUSE 16—SIGNATORIES

Signed for and on behalf of the Water Corporation.

...Signed.....

Acting Chief Executive Officer

Dated: 22/7/98

Signed for and on behalf of the Civil Service Association of Western Australia Incorporated.

...Signed.....*Common Seal*

General Secretary

Dated: 23/7/98

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union (Miscellaneous Workers WA Branch).

...Signed..... *Common Seal*.

Dated: 24/7/98

Signed for and on behalf of the Australian Workers Union.

...Signed.....

Dated: 24/7/98

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers, Western Australian Branch.

...Signed..... *Common Seal*

Dated: 16/9/98

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering & Electrical Division, Western Australian Branch.

...Signed..... *Common Seal*

Dated: 17/9/98

**WATER CORPORATION SUPPLY POLICY BRANCH
LOCAL AGREEMENT 1998.**

No. AG 220 of 1998.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Water Corporation

and

The Civil Service Association of Western Australia
Incorporated.

No. AG 220 of 1998.

Water Corporation Supply Policy Branch Local Agreement
1998.

COMMISSIONER P E SCOTT.

4 December 1998.

Order.

HAVING heard Mr S Rooke and with him Mr D Hutchins on behalf of the Applicant and Ms J Van Den Herik on behalf of The Civil Service Association of Western Australia Incorporated, and by consent, the Commission, pursuant to

the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the Water Corporation Supply Policy Branch Local Agreement 1998 in the terms of the following schedule be registered on the 29th day of October 1998.

[L.S.] (Sgd.) P. E. SCOTT,
Commissioner.

Schedule.

CLAUSE 1—TITLE

This Agreement shall be known as the Water Corporation Supply Policy Branch Local Agreement 1998 and is to be read in conjunction with the Water Corporation Conditions Agreement 1997 and the Water Corporation Pay and Allowances Agreement 1997, which contains the other conditions of employment not specified in this Agreement.

CLAUSE 2—ARRANGEMENT

| | |
|------------|--|
| CLAUSE 1 | TITLE |
| CLAUSE 2 | ARRANGEMENT |
| CLAUSE 3 | PARTIES BOUND |
| CLAUSE 4 | PRECEDENCE OVER AGREEMENTS |
| CLAUSE 5 | TERM OF AGREEMENT |
| CLAUSE 6 | NO FURTHER CLAIMS |
| CLAUSE 7 | DEFINITIONS |
| CLAUSE 8 | MISSION AND OBJECTIVES |
| CLAUSE 9 | CRITICAL SUCCESS FACTORS |
| CLAUSE 10 | PERFORMANCE MEASURES AND TARGETS |
| CLAUSE 11 | STRATEGIES |
| CLAUSE 12 | PERFORMANCE MONITORING |
| CLAUSE 13 | DISPUTE RESOLUTION PROCEDURE |
| CLAUSE 14 | INCENTIVE PAYMENTS AND DISTRIBUTION |
| CLAUSE 15 | SIGNATORIES |
| APPENDIX A | GUIDELINES FOR THE PAYMENT OF PERFORMANCE INCENTIVES |

CLAUSE 3—PARTIES BOUND

This Agreement applies to and binds the Corporation, all persons (except those in managerial positions who are or become parties to common law contracts) who are employees of the Corporation's Supply Policy Branch during the operation of this Agreement and also applies to and binds the following organisations—

- the Civil Service Association of Western Australia (Inc).

This Agreement will cover an estimated (5) employees at the date of registration.

CLAUSE 4—PRECEDENCE OVER AGREEMENTS

Where the terms of a registered/certified agreement covering employees covered by this Agreement are inconsistent with the terms of this Agreement, this Agreement shall prevail to the extent of any such inconsistency. The relevant agreements are—

- the Water Corporation Pay and Allowances Agreement 1997
- the Water Corporation Conditions Agreement 1997

CLAUSE 5—TERM OF AGREEMENT

Unless otherwise agreed the Agreement shall operate from 1 July 1998 until 30 June 1999. It may operate for a further period up to 30 June 2000 under the following conditions—

- It has the approval of the Local Area General Manager, and
- The potential Corporate and Local Area incentive payments for the 1999/2000 financial year are identified and communicated to employees, and

- Agreement is reached between the parties to any variations including performance monitoring and strategies and Local Arrangements for the 1999/2000 financial year, and
- Ballots will be conducted by the relevant parties to the Agreement.

CLAUSE 6—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of this Agreement there shall be no further pay increases sought or granted, except for those provided under the terms of this Agreement and those under the terms of the Water Corporation Conditions Agreement 1997, the Water Corporation Pay and Allowances Agreement 1997, or provided for in a National or State Wage Case Decision.

CLAUSE 7—DEFINITIONS

“Agreement” means the Water Corporation Supply Policy Branch Local Agreement 1998.

“Corporation” means the Water Corporation established under Section Four of the Water Corporation Act 1995.

“Waternet” means internal communications network.

CLAUSE 8—MISSION AND OBJECTIVES

The Water Corporation's Vision is to be recognised as an excellent customer oriented service organisation and as a world class manager of water and waste water services.

Our Branch Mission is to—

Provide a framework to maintain ethical conduct, legislative compliance and best value for money for the corporation.

Our Branch Objectives are to —

- ensure Best Practice strategic supply management and Value for Money for the Corporation;
- ensure that the Corporation reviews and maintains an appropriate Trade Practices Act compliance program;
- facilitate Supply/Trade Practices Policy education to all Regions and Branches;
- ensure that high ethical, fairness and public accountability standards are maintained throughout the Corporation in all supply matters;
- review the effectiveness of policy through monitoring programs to identify where policy can be improved to meet our business needs;
- ensure that all supply aspects, including the application of Policy PCY 112 Financial Authorisation in the Corporation have a high level of compliance with Corporate policy, and standards;
- develop and maintain a Supply manual and supply document generators (Wizards) for all aspects of Supply, consistent with policy, standards, model procedures and guidelines for general distribution;
- generate periodic reports on time for the,
 - ⇒ Corporation Executive
 - ⇒ Board
 - ⇒ State Supply Commission
 - ⇒ Minister
- maintain a high profile on supply matters at State Government level;

Key Result Areas Supported by these objectives—

All of the Corporate key result areas are supported by the above objectives

CLAUSE 9—CRITICAL SUCCESS FACTORS

The following Critical Success Factors have been identified for the Water Corporation and each of its component parts—

- External focus
- Speed
- Flexibility

- Integration
- Innovation

These are the attitudinal and behavioural attributes that are demanded by the business environment in which the Water Corporation is operating.

Our Corporate Values are—

- Satisfy our customers

- Respect People
- Always do better
- Act with integrity
- Respect the environment

These define what is important to us as an organisation in how we go about meeting the challenges of a competitive environment.

CLAUSE 10—PERFORMANCE MEASURES AND TARGETS

In the event of a change in circumstances which is likely to have a significant negative or positive impact on the ability of the Supply Policy Branch to achieve the targets contained in this clause, the parties shall confer to consider whether the measures and/or targets should be changed or deleted and whether the relative weightings should be reviewed.

Copies of the Agreement and all documentation used for performance measures should be made available to employees and the union parties.

Strategies for achieving the Performance Measures and Targets contained in this clause are prescribed in Clause 11—Strategies.

| Performance Areas | Key Measures | Past Performance | Threshold | Target | Cap |
|--|---|---|-----------|--------|-----|
| • Customer Satisfaction | survey 4 times yearly | 74.18% | 75% | 77% | 80 |
| 1. Financial Performance | % Variance from Budget | 109% | 100% | 99% | 98% |
| 2. Tender Committee process effectiveness | Process all Tender Committee submissions within 2 days and quality of submissions | 94% on time } 76 quality rating } = 85 | 85 | 90 | 95 |
| 3. Corporate Supply Policy Standards effectiveness | Level of Corporate compliance | 91.2% | 92% | 94% | 96% |
| 4. Educational programs satisfaction | Workshop/session ratings | 78.7% | 79% | 81% | 90% |

CLAUSE 11—STRATEGIES

The following strategies support the Performance Measures and Targets prescribed in Clause 10—Performance Measures and Targets.

Strategy 1—Customer Satisfaction

Aim—

Improve customer satisfaction from 75% to 77%.

Actions—

- Develop and implement a marketing strategy for the Branch.
- Analyse and follow up all customer complaints.
- Maintain a focus on Branch Customer’s service and set up stronger communication systems.

Timeframe for implementation—

- marketing strategy—8 weeks from 1/7/98.
- Analysis and follow up—ongoing from 1/7/98.
- Development of improved communication system 6 weeks from 1/9/98.

Strategy 2—Financial Performance

Aim—

Keep the approved budget on or below 99%.

Actions—

- Review and analyse budget regularly.
- Discuss budget at our team meetings.

Timeframe for implementation—

- Review budget (for the period) no later than 1 week after issue.
- Discuss budget at team meetings every four weeks.

Strategy 3—Tender Committee Process Effectiveness

Aim—

Improve Tender Committee process rating from 85 to 90.

Actions—

- Ensure that all Tender Committee matters are dealt with in an acceptable and expedient manner.

- Implement procedural changes to ensure that we follow up any shortcomings in Tender Committee submissions.
- Develop an educational package on tender process including Tender Committee submissions.

Timeframe for implementation—

- Document workflow and timing from 1/7/98.
- Develop and start plan as from 1/10/98.
- Start 4 weeks from 1/8/98.

Strategy 4—Corporate Supply Policy Standards Effectiveness

Aim—

Improve Corporate Supply Policy/Standards Compliance from 92% to 94%.

Actions—

- Review current policy/standards with the view to ensure Corporate Critical Success factors and values are properly reflected whilst maintaining simplicity and value for money.
- develop, issue and maintain a Corporate Supply Manual.
- develop, issue and maintain Corporate supply tools eg. standard forms and documents (tenders & contracts).
- pro-actively research alternate or emerging procurement strategies; expand and improve our education programs.
- investigate the use of the Waternet as a means and tool for standard forms, documentation and Supply Manual.
- include Corporation Contractors in our educational programs.

Timeframe for implementation—

- develop implementation plan no later than 1/9/98—start plan 1/10/98.
- issue Manual December 1998. Maintain Manual (new) as from 1/1/99.

- version 3 wizards available June 1998, new wizards during February 1999.
- new educational program ready no later than October 1998.
- wizards and Manual on the Waternet by January 1999.
- program for Contractors ready by November 1998.

Strategy 5—Educational Programs Satisfaction

Aim—

Improve the satisfaction rating of educational programs from 79% to 81%.

Action—

- Carry out a training needs analysis to identify presenter training need.
- develop new and better ways to deliver educational packages.

Timeframe for implementation—

- complete analysis by end June 1998.
- introduce by September 1998.

CLAUSE 12—PERFORMANCE MONITORING

All performance data is calculated based on the same information sources and formula as the baseline data. Detailed working papers are retained to substantiate monthly reporting.

It is the Branch staff individual responsibility to collect the appraisal sheet from educational workshop/sessions and present these for input.

Monthly performance reports will be produced within 14 days of the close of each month, and distributed to supply policy and the Finance and Administration division nominated personnel.

Copies of the Agreement and all documentation going to performance should be made available to employees and the union parties.

CLAUSE 13—DISPUTE RESOLUTION PROCEDURE

Parties to this Agreement will apply the Dispute Resolution Procedure contained in the Water Corporation Conditions Agreement 1997, Clause 5.6—Dispute Resolution Procedure.

CLAUSE 14—INCENTIVE PAYMENTS AND DISTRIBUTION

- The total Water Corporation Incentive Pool is determined by the methodology prescribed in Clause 3.11 Lump Sum and Incentive Payments of the Water Corporation Conditions Agreement 1997.
- Employees share of the Incentive Pool provided for in paragraph (a) is subject to the achievement of targets prescribed in Clause 10 Performance Measures and Targets and Clause 11 Strategies of this Agreement.
- The incentive payment awarded to the Supply Policy Branch shall be equally distributed before tax among the members of the Branch so entitled, in proportion to ordinary time paid during the term. For distribution to employees acting, on leave without pay etc, the Corporate guidelines (attached at Appendix A) shall apply.

CLAUSE 15—SIGNATORIES

.....signed.....

Acting Chief Executive Officer—Water Corporation

Dated: 22/7/98

.....signed..... *Common Seal*

General Secretary

Civil Service Association of Western Australia Incorporated

Dated: 23/7/98

APPENDIX A

GUIDELINES FOR THE PAYMENT OF PERFORMANCE INCENTIVE PAYMENTS PRESCRIBED UNDER THE CORPORATION CONDITIONS AGREEMENT 1997

These Guidelines apply equally to all Corporation Employees and are intended to ensure that entitlements to incentive payments are fair and equitable.

Application of these Guidelines is not mandatory, as Local Agreements may provide for different arrangements for entitlements to the incentive payments.

PERFORMANCE LINKED INCENTIVE PAYMENTS

The dollar value of these payments is determined in accordance with the estimated Total Factor Productivity (TFP) measurement for two 12 month periods ending 30 June 1999 and 30 June 2000.

Each annual incentive payment comprises two components, one for the achievement of Corporate targets and the other for the achievement of local area targets.

Entitlement to these payments may be awarded to individuals on the basis of time worked in proportion to full-time and participation during the term of the Local Agreement.

The Guidelines have been developed following the equity principle used for determining entitlements to bonus payments under previous (EBA) Enterprise Bargaining Agreements.

ENTITLEMENT

- Employees engaged full-time during the full term of the Local Agreement are entitled to a full share of the incentive payment earned.
- Employees engaged part-time during the full term of the Local Agreement shall be entitled to a share based on time worked proportional to full-time.
- Employees who start or finish during the term of a Local Agreement shall be entitled to a share based on time worked proportional to full-time.
- Employees absent from duty on—
 - ◆ leave without pay
 - ◆ parental leave
 - ◆ seconded to external agency

shall have the period of absence deducted from service over the term of the Local Agreement. Service will only be deducted when the period of absence is continuous and is in excess of 3 months.

Categories not entitled to incentive payments—

- Corporation employees on contract as defined in Clause 3—Parties Bound.
- People working under a contract for service, eg. an agency.
- Vacational (student) employees.
- Employees of other organisations seconded into the Corporation*.

* *Special circumstances may require a review in which case an entitlement will be determined by a majority of employees covered by this Local Agreement.*

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION (ASSOCIATES TO MEMBERS OF THE COMMISSION) ENTERPRISE BARGAINING AGREEMENT 1998. No. PSA AG 101 of 1998.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
Industrial Relations Act 1979.

The Civil Service Association of Western Australia
(Incorporated)

and

Registrar, Western Australian Industrial Relations
Commission.

No. PSA AG 101 of 1998.

PUBLIC SERVICE ARBITRATOR
COMMISSIONER J F GREGOR.

18 November 1998.

Order.

REGISTRATION OF AN INDUSTRIAL AGREEMENT
No. PSA AG 101 of 1998

HAVING heard Mr J Ross on behalf of the Applicant and Mr J Spurling on behalf of the Respondent, and by consent, the

Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the document titled the Western Australian Industrial Relations Commission (Associates to Members of the Commission) Enterprise Bargaining Agreement 1998, filed in the Commission on 27 October 1998, be and is hereby registered as an Industrial Agreement and shall have effect from 17 November 1998.

[L.S.] (Sgd.) J. F. GREGOR,
Commissioner.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION
ASSOCIATES TO MEMBERS OF THE COMMISSION
ENTERPRISE AGREEMENT 1998

1.—TITLE

This Agreement shall be known as the Western Australian Industrial Relations Commission (Associates to Members of the Commission) Enterprise Bargaining Agreement 1998 and replaces the Western Australian Industrial Relations Commission (Associates to Members of the Commission) Enterprise Bargaining Agreement 1996.

2.—ARRANGEMENT

1. Title
 2. Arrangements
 3. Definitions
 4. Scope
 5. Parties
 6. Number of Associates Covered
 7. Relationship to Other Agreement
 8. Duration of Agreement
 9. No Further claims
 10. Single Bargaining Unit
 11. Relationship to Parent Award
 12. Re-Open Negotiations
 13. Availability of Agreement
 14. Dispute Resolution Procedure
 15. Objectives
 16. Productivity Measurement
 17. Productivity Initiatives
 18. Implementation of EBA Initiatives
 19. Salary Increases
 20. Short Term Employment
 21. Associate Funded Extra Leave
 22. Part Time Appointments
 23. Parental Leave
 24. Child Care Arrangements
 25. Family Carers Leave
 26. Bereavement Leave
 27. Skills Development Leave
 28. Family/Cultural/Ceremonial Leave
 29. Public Holidays
 30. Sick Leave
 31. Time and Salary record
 32. Hours of Duty—Associates Commitment
 33. Annual Leave—Associates
 34. Signatures
- Annexure A Salary Rates
Annexure B Criteria for Pay Rates

3.—DEFINITIONS

In this Agreement, the following terms shall have the following meanings—

- “**The Act**” means the Industrial Relations Act, 1979.
- “**Agreement**” means the Western Australian Industrial Relations Commission (Associates to Members of the Commission) Enterprise Bargaining Agreement 1998.
- “**Associates**” means those Associates appointed and holding office under Section 93 (1a) of the Industrial Relations Act, 1979.
- “**Award**” means the Government Officers, Salaries, Allowances and Conditions (GOSAC) Award, 1989.
- “**Chief Executive Officer**” means Chief Executive Officer of the Department of the Registrar.

“**Commission**” means the Western Australian Industrial Relations Commission.

“**Department**” means Department of the Registrar, Western Australian Industrial Relations Commission.

“**Government**” means the State Government of Western Australia.

“**Registrar**” means the Registrar of the Western Australian Industrial Relations Commission

“**Relevant Commission Member**” means the member of the Commission to whom the Associate has been appointed.

“**Union**” means The Civil Service Association of Western Australia Incorporated.

4.—SCOPE OF THE AGREEMENT

This Enterprise Bargaining Agreement shall apply to all Associates holding office under Section 93 (1a) of the Act who are members of or eligible to be members of the Union.

5.—PARTIES TO THE AGREEMENT

This Agreement is made between the Honourable Minister for Labour Relations and The Civil Service Association of Western Australia Incorporated, a registered organisation of employees.

6.—NUMBER OF ASSOCIATES COVERED

As at the date of registration the approximate number of Associates covered by this Agreement is 9.

7.—RELATIONSHIP TO OTHER AGREEMENT

1. The parties to this agreement agree and acknowledge that the Associates directly and indirectly contribute to and will therefore receive benefits from, the productivity initiatives outlined in the Department of the Registrar Enterprise Bargaining Agreement 1998.

2. This agreement shall be read subject to the provisions of the Act.

8.—DURATION OF AGREEMENT

(1) This Agreement shall operate from the date of registration and shall remain in force for a period of two years.

(2) During the life of the Agreement and subject to the approval and direction of the relevant Commission member, the parties will continue to address a range of issues and reforms specifically aimed at increasing productivity. The parties agree that these issues may form the basis of future negotiations.

(3) The pay quantum achieved as a result of this Agreement will remain and form the new base pay rates for future Agreements or continue to apply in the absence of a further Agreement, except where the award rate is higher in which case the award shall apply.

9.—NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of the Agreement there shall be no additional salary or wage increases sought or granted except for those awarded in State Wage Case Decisions.

10.—SINGLE BARGAINING UNIT

This Agreement has been negotiated through a Single Bargaining Unit comprised of the Union and representatives of the Hon Minister for Labour Relations.

11.—RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted in conjunction with the Government Officers Salaries, Allowances and Conditions Award (1989) and where there is any inconsistency between this Agreement and the Award this Agreement will prevail to the extent of the inconsistency.

12.—RE-OPEN NEGOTIATIONS

The parties agree to commence negotiations for development of a new Agreement at least six (6) months prior to the expiration of the period of this Agreement.

13.—AVAILABILITY OF AGREEMENT

Every Associate will be entitled to a copy of this Agreement. This Agreement will be kept electronically or in hard copy in an accessible place and this place will be communicated to all Associates.

14.—DISPUTE RESOLUTION PROCEDURE

The following dispute settlement procedure will apply to any questions, dispute or difficulties that affect Associates covered by this agreement—

1. The Associate concerned shall firstly discuss the matter with their relevant Commission member. The Associate may be accompanied by the Workplace representative or a Union representative.

2. If the matter remains unresolved, it may be referred by either party to the Commission.

15.—OBJECTIVES

Subject to the direction and approval of the relevant Commission Member, Associates may contribute with suggestions, ideas and support for continued improvement in the effectiveness and efficiency of the Commission.

Notwithstanding that they will endeavour to make the contribution aforementioned, Associates—

- (a) are subject to exclusive direction by the member of the Commission to whom each Associate is appointed.
- (b) will do whatever is necessary, required and approved by the relevant Commission member to provide an efficient and effective operation of their Chambers
- (c) assist, under the direction of the Commission Member, in the efficient management of Chambers, including where approved by the Commission Member, training, liaising and supporting other staff to contribute towards the effectiveness of the Commission.
- (d) Associates will, with the approval and or direction of the relevant Commission member, undertake training, at the Department's expense, to maintain and acquire skills in management, human relationships, technology and any other area deemed appropriate by the relevant Commission Member
- (e) Nothing in this agreement shall be read as requiring an Associate to act contrary to the Act or to Clause 15(a) hereof.

16.—PRODUCTIVITY MEASUREMENT

Associates—

- agree to support and assist, where approved by the relevant Commission Member, the officers of the Department in their pursuit of optimum performance.
- acknowledge that the Department believes that the measurement and monitoring of productivity improvements provides critical feedback to the Commission, management, employees and others on the performance of the Department.
- acknowledge that the Department has agreed to assess its organisational performance according to the extent to which the objectives of the Department are achieved actively using performance indicators and benchmark measurements to monitor and assess performance.
- understand that a performance measurement system will be developed by the Department for itself, and to the extent approved by the relevant Commission Member, will support the Department in that development and its subsequent application.
- understand the Department will measure the initiatives referred to in Annexure B and any further efficiency/effectiveness initiatives for the Department during the term of this Agreement.
- appreciate that improved remuneration outcomes in the future are linked to the effectiveness and efficiency of the Department

Therefore, in recognition of the support and assistance provided by Associates covered by this agreement to the Department in its pursuit of its efficiencies, it is agreed that Associates covered by this agreement will share, to the same extent, with employees covered by the Department's agreement, in the benefits achieved

Nothing in this clause or this agreement suggests or implies there is or will be any system that may purport to measure the efficiency, effectiveness or productivity of the Commission.

17.—PRODUCTIVITY INITIATIVES

(1) The parties and Associates, to the extent approved by their relevant Commission Member, are committed to assist the Department in the department's continued development and implementation of a broad agenda of initiatives designed to increase the efficiency and effectiveness of the program and service delivery of the Department, to and for the Commission. The current initiatives are detailed in Annexure B of this Agreement.

(2) The parties acknowledge that any productivity based savings which may be achieved as a result of the Department's pursuit of efficiency and effectiveness, or other initiated improvements not contemplated by this Agreement, may be taken into account in developing future agreements.

18.—IMPLEMENTATION OF EBA INITIATIVES

The parties will assist, to the extent approved by the relevant Commission Member, the Department's development of an agreed process for the implementation of the initiatives outlined in their Agreement.

19.—SALARY INCREASES

(1) In recognition of the support given to initiatives contained in the Department's Agreement, Associates will receive salary increases as provided in Annexure A of this Agreement.

(2) Payment of the second and third salary increases is dependent on the Department achieving the specific performance targets being met as outlined in Annexure B of their Agreement.

20.—SHORT TERM EMPLOYMENT

Associates may be engaged on short-term contracts required by the relevant Commission Member.

21.—ASSOCIATE FUNDED EXTRA LEAVE

(1) Where the relevant Commission Member approves, an Associate can receive 48 weeks pay spread over the full 52 weeks of the year, whereby the Associate can take 8 weeks leave instead of 4 weeks leave per year.

(2) The additional 4 weeks per year will not accrue to subsequent years and where the Associate cannot take the leave, their salary will be adjusted at the completion of the 12 month period to take account of the time worked during the year that was not included in salary.

(3) The additional 4 weeks per year will not attract leave loading.

(4) Associates are encouraged to seek professional advice as to superannuation arrangements and taxation effects where such leave arrangements are adopted.

(5) For the purposes of this Agreement where the Associate commences a period of leave under this clause and the commencement date is not the beginning of the calendar year then the leave shall be accrued on a pro rata basis.

(6) For the purposes of the Government Employees Superannuation Scheme the superannuation salary is the salary that would have applied had the Associate not entered into an arrangement under this clause.

22.—PART-TIME APPOINTMENTS

(1) Permanent part time appointment shall be a minimum of 7.5 hours per week and a maximum of 30 hours per week.

(2) Unless otherwise decided by the relevant Commission member, where a part time arrangement is concluded and that arrangement has been in place for twelve months or less, the Associate (on written request) shall revert to full time hours as soon as is deemed reasonable by the relevant Commission Member, but no later than 4 weeks after the date of the request.

(3) Where a part time arrangement concludes, and that arrangement has been in place for greater than twelve months, unless the relevant Commission Member approves otherwise, there shall be no right to revert to full time hours as applicable in subclause 2. However, the relevant Commission Member will endeavour to allow the Associate to revert to full time hours at the earliest possible opportunity.

(4) Notwithstanding subclause 3 where a part time arrangement has been in place for more than twelve months and is covered by express provisions for the management of the

Associate at the conclusion of the agreement, those provisions will apply.

23.—PARENTAL LEAVE

(1) Definition

“Replacement Associate” is an Associate specifically engaged to replace an Associate proceeding on parental leave

(2) Eligibility for Parental Leave

(a) An Associate is entitled to a period of up to 52 weeks’ unpaid parental leave in respect of the birth of a child to the Associate or the Associate’s partner.

(b) Where the Associate applying for the leave has a pregnant partner, one week’s paid annual leave may be taken at the birth of the child concurrently with parental leave taken.

(c) An Associate adopting a child under the age of five years shall be entitled to three weeks’ parental leave at the placement of the child and a further period of parental leave up to a maximum of 52 weeks.

(d) An Associate seeking to adopt a child shall be entitled to two days’ unpaid leave for the Associate to attend interviews or examination required for the adoption procedure. The Associate may take any paid leave entitlement in lieu of this leave.

(e) Subject to subclause (2)(b) of this clause, where both partners are appointed as Associates, the leave shall not be taken concurrently except under special circumstances and with the approval of the President or, in the case where the Associates are appointed as Associates to Commissioners, by the Chief Commissioner, in consultation with the relevant Commission member.

(f) Parental leave shall not extend beyond one year from the birth or placement of the child unless approved by the relevant Commission member.

(3) Other Leave Entitlements

(a) An Associate proceeding on parental leave may elect to utilise any accrued annual leave or accrued long service leave for the whole or part of the period of parental leave.

(b) An Associate may extend the maximum period of parental leave with a period of accrued annual leave, accrued long service leave or leave without pay subject to the relevant Commission member’s approval.

(c) An Associate on parental leave is not entitled to paid sick leave and other paid award absences.

(d) Where the pregnancy of an Associate terminates other than by the birth of a living child then the Associate shall be entitled to such period of paid sick leave to which she is entitled or unpaid leave for a period certified as necessary by a registered medical practitioner.

(e) Where a pregnant Associate, not on parental leave, suffers illness related to the Associate’s pregnancy or is required to undergo a pregnancy related medical procedure the Associate may take any paid sick leave to which the Associate is entitled or such further unpaid leave for a period certified as necessary by a registered medical practitioner.

(4) Notice and Variation

(a) The Associate shall give not less than four weeks’ written notice to the relevant Commission Member of the date proposed to commence parental leave stating the period of leave to be taken.

(b) The minimum period of absence on maternity leave shall commence six weeks before the expected date of birth and end six weeks after the day on which the birth has taken place, however an officer may apply to the relevant Commission member to vary this period provided her application is supported by a certificate from a registered medical practitioner indicating that the officer is fit to continue or resume duty within this minimum period.

(c) An Associate proceeding on parental leave may, with the approval of the relevant Commission member, elect to take a shorter period of leave and may at any time during that period of leave elect to reduce or extend the period stated in the original application provided four weeks’ written notice is provided.

(5) Transfer to a Safe Job

(a) Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the Associate make it inadvisable for the Associate to continue in her present

duties, to the extent that the relevant Commission Member approves, the duties shall be modified or the Associate may be transferred internally to a safe position of the same classification until the commencement of parental leave.

(b) (i) Where a safe job cannot be provided within the organisation, or the work modified to the extent required to provide safe employment, with the consent of the Associate, and where practicable, the Associate may be transferred to another agency until the commencement of parental leave.

(ii) Where an external transfer is arranged, the work undertaken by the Associate shall be at the same classification and within the Associate’s competence.

(c) If the transfer to a safe position is not practicable, the Associate may take approved paid or unpaid leave for such period as is certified necessary by a registered medical practitioner.

(6) Replacement Associate

Prior to engaging a replacement Associate the person shall be informed of the temporary nature of the appointment and the entitlements relating to return to work of the Associate on parental leave.

(7) Return to Work

(a) An Associate shall confirm the intention to return to work by notice in writing to the relevant Commission Member not less than four weeks prior to the expiration of the period of parental leave;

(b) Except where an Associate has been on a period of approved parental leave in excess of 12 months, an Associate on return from parental leave shall be entitled to the position that the Associate occupied immediately prior to proceeding on parental leave. Where an Associate was transferred to a safe job pursuant to subclause (5) hereof the Associate is entitled to return to the position occupied immediately prior to the transfer.

(c) In accordance with Clause 9—“Part-Time Employment” of the Award, an Associate may apply to return to work on a part-time basis to the same position occupied prior to the commencement of leave or to a different position at the same classification level on a part-time basis.

(d) For the purposes of this Agreement, ‘part-time’ is considered to be any hours less than 37.5 hours per week the rate of pay being proportionate to the time worked relative to full-time employment.

(e) Where the position occupied by the Associate no longer exists, the Associate shall be entitled to a position of the same classification level within the Associate’s competency and skills.

(8) Effect of Leave on Appointment

(a) Fixed Term Appointment

An Associate appointed on a fixed term appointment shall have the same entitlement to parental leave however, the period of leave granted shall not extend beyond the term of that contract.

(b) Continuous Service

Absence on parental leave shall not break the continuity of service of an Associate but shall not be taken into account in calculating the period of service for any purpose under the relevant award or this agreement.

(c) Termination of Appointment

An Associate on parental leave may terminate their appointment at any time during the period of leave by written notice in accordance with the Award.

24.—CHILD CARE ARRANGEMENTS

(1) It is recognised that Associates have family responsibilities and the right to address those responsibilities with minimal conflict between work and home.

(2) The parties are committed, subject to the approval of the relevant Commission member, to the introduction of conditions of work that assist Associates with work and family responsibilities to effectively discharge both responsibilities.

(3) A needs analysis will be conducted during the term of this Agreement, in consultation with Associates, on the issue of child care, to ascertain the requirements of Associates and

make recommendations on the best way the Commission can assist Associates to have access to high quality child care. The issues to be examined shall include but not be limited to—

- a) Provision of a child care referral and information service
- b) Provision of a family room on site for emergency childcare arrangements.
- c) Access to a nanny service for urgent meetings conferences etc
- d) After hours dependent care.

25.—FAMILY CARERS LEAVE

(1) Associates covered by this Agreement may with the approval of the relevant Commission member use up to five days sick leave in any calendar year in accordance with this clause to provide care for another person who is ill, subject to—

- (a) the Associate having available not less than ten days accrued or pro rata sick leave for their own use in that calendar year; and
- (b) the Associate having family responsibilities; and
- (c) the person to be cared for being either—
 - (i) a member of the Associate's immediate family; or
 - (ii) a member of the Associate's household.
- (d) production of evidence satisfactory to the relevant Commission Member in proof of the illness of the other person in accordance with paragraph (a) of subclause (5) of Clause 22.—Sick Leave of the Award with the words "sick leave" substituted with the words "family carer's leave".
- (e) the term "immediate family" means—
 - (i) a partner (including a spouse or de facto spouse) of the Associate. A partner means a person who lives with the Associate on a bona fide domestic basis although not necessarily legally married to the Associate; and
 - (ii) a child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the Associate or other relative of the Associate.

(2) the Associate shall, wherever practicable, give the relevant Commission Member notice prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the Associate, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Associate to give prior notice of absence, the Associate shall notify the relevant Commission Member by telephone of such absence as soon as practicable.

(3) The relevant Commission member, having regard to the need and nature of the care required, may approve further periods of leave, utilising short leave, annual leave or long service leave entitlements, as is necessary in the circumstances.

(4) An Associate may elect with the consent of the relevant Commission Member to take unpaid leave, for the purposes of providing care to a member of the Associate's immediate family or a member of the Associate's household who is ill.

26.—BEREAVEMENT LEAVE

(1) On the death of—

- (a) the spouse or defacto spouse of an Associate
- (b) the child or stepchild of an Associate
- (c) the parent or step-parent of an Associate
- (d) the grandparent or grandchild of an Associate
- (e) a sibling of the Associate or
- (f) any other person who immediately before that person's death lived with the Associate as a member of the Associate's family,
- (g) a significant person to the Associate such as cousin, close friend, Mother/ Father in law, Son/ Daughter in law;

the Associate is entitled to be paid bereavement leave of up to two days.

(2) The two days need not be consecutive but cannot be taken during the period of any other kind of leave.

(3) Where bereavement leave is taken, the Associate agrees to provide, if requested, proof of the death and the relationship between the Associate and the deceased.

(4) Bereavement leave is not cumulative from year to year.

27.—SKILLS DEVELOPMENT LEAVE

(1) With approval from the relevant Commission Member, the Associate may be allowed paid skills development leave for accredited and non-accredited courses of study.

(2) For accredited courses of studies at Public Institutions, fees associated with the study may be subsidised but if the Associate does not attain satisfactory results from the study, the Associate may be required to reimburse those fees.

(3) Paid skills development leave will normally be available where the activity being undertaken is—

- (a) relevant to the duties being or likely to be performed by the Associate.
- (b) relevant to the current or emerging needs of the Commission.
- (c) enhances the career development of the Associate
- (d) does not unduly affect or inconvenience the Commission's operations.

(4) To obtain skills development Leave for accredited courses of study, Associates must demonstrate their personal commitment to learning and studying by undertaking an acceptable formal study load of an equivalent amount in their own time. This means that at least half of the total formal study commitment should be undertaken in the Associate's own time, except where otherwise determined by the relevant Commission Member.

(5) With the approval of the relevant Commission member, an Associate may take leave without pay to undertake full-time study for a period up to twelve months subject to the conditions specified in sub clause (3) of this clause.

28.—FAMILY/CULTURAL/CEREMONIAL LEAVE

(1) An Associate covered by this Agreement is entitled up to two days paid leave in each calendar year. Such leave shall include leave to meet the Associate's family responsibilities, customs or traditional law and enable the participation in family, ceremonial or cultural activities.

(2) To qualify for the maximum two days leave the Associate must be continuously employed from January 2 in each year. Associates who have not been continuously employed for such a period but have been continuously employed since April 15 in each year are eligible for one day of leave.

(3) Family/Ceremonial/Cultural leave shall not accrue year to year.

(4) Where an Associate has applied for Family/Cultural/Ceremonial leave during the year but, due to the operational needs of the Commission has not been able to clear this leave prior to December 31, the Associate will be paid an amount in lieu of the leave due equivalent to a days pay at normal time rates.

(5) Leave without pay may be approved by the relevant Commission member and Associate for ceremonial or cultural leave purposes.

(6) The Associate shall where practicable, give the relevant Commission member notice prior to the absence, of the intention to take leave. If it is not practicable for the Associate to give prior notice of absence, the Associate shall notify the relevant Commission Member by telephone of such absence as soon as practicable.

(7) Family, cultural and ceremonial leave cannot be paid out on resignation, retirement or termination and may not be taken in account for any period of notice of resignation, retirement or termination.

29.—PUBLIC HOLIDAYS

(1) The following days will be paid public holidays—

New Years Day, Australia Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, The Sovereigns Birthday, Foundation Day, Labour Day.

(2) When any of these days mentioned falls on a Saturday or on a Sunday, the holiday will be observed on the next succeeding Monday.

(3) When Boxing Day falls on a Sunday or Monday the holiday will be observed on the next Tuesday. In each case the substituted day will be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

30.—SICK LEAVE

This Agreement will apply the conditions contained in Clause 22.—Sick Leave of the Award with the exception that sick leave credits will be on a full pay basis as follows—

| | |
|--|------------------------|
| | Sick Leave on full pay |
| On the day of initial appointment | (45 Hrs) |
| On completion of 6 months continuous service | (48.75 Hrs) |
| On the completion of 12 months continuous service | (93.75 Hrs) |
| On the completion of each further period of 12 months continuous service | (93.75Hrs) |

31.—TIME AND SALARIES RECORD

- (1) A time and salaries record shall be kept, showing—
- (a) the name of each Associate;
 - (b) the nature of the work performed;
 - (c) the hours worked each day; and
 - (d) the salary, allowances and overtime paid to each Associate.

(2) A personal or other file on each associate will be maintained and Associates shall, in the presence of an officer approved by the Registrar, be entitled to examine all material maintained on that file and take photocopies of such material.

32.—HOURS OF DUTY—ASSOCIATES' COMMITMENT

(1) The parties acknowledge that in order to achieve the objects of the Act, the operating environment for the Commission, will require, on occasions, the Associate to be available

for work at short notice, including weekends and Public Holidays.

(2) The flexibility accorded to the Commission by this acknowledgment, will allow the starting, finishing and meal break times for the Associates to be responsive to the needs of Chambers as directed by the relevant Commission member. This arrangement shall have due regard to the provisions of Clause 18—Overtime of the award.

(3) The Associate shall, in consultation with the relevant Commission member, agree, having regard to the appropriate clauses of the parent award, as to the process by which any accumulated ordinary hours and or overtime hours shall be cleared. Such arrangements may include such time being cleared with other approved leave or a mix of time off in lieu and payment.

33.—ANNUAL LEAVE—ASSOCIATES

Associates covered by this Agreement must take annual leave as directed by the relevant Commission Member.

34.—SIGNATURES OF PARTIES TO THE AGREEMENT

Signatories

Signed by the Acting Chief Executive Officer, Department of the Registrar, WAIRC, for and on behalf of the Hon. Minister for Labour Relations, EMPLOYER

.....Signed.....

John Spurling

A/Chief Executive Officer Date: 23/10/98

Signed for and on behalf of the

The Civil Service Association of Western Australia Incorporated

.....Signed.....

Dave Robinson

General Secretary Date: 27/10/98

Annexure A

Salary Rates

Associates to Members of the Commission Enterprise Agreement 1998

Salary Increases are linked to the achievement of initiatives outlined in Annexure B

| Level | Scenario 1 - 1% Pay Rise 17/11/98 | | Scenario 2 - 1.5% Pay Rise 17/11/98 | | | | Scenario 3 - 0% Pay Rise 17/11/98 | | | | | | | |
|----------------|-----------------------------------|-----------------------|-------------------------------------|-----------------|-----------------|-----------------|-----------------------------------|-------------------|-----------|-----------------|-----------------|-------------------|--------|--------|
| | Salary 1/01/97 \$ | Salary 17/11/98 \$ | Pay Rise 1/7/99 | | | | Pay Rise 1/7/99 | | | | | | | |
| | | | Pay Rise 17/11/98 | Salary 1% \$ | Salary 1% \$ | Salary 2% \$ | Salary 3.5% \$ | Pay Rise 17/11/98 | Salary \$ | Salary 1% \$ | Salary 2% \$ | Salary 3.5% \$ | | |
| Level 3 | | | | | | | | | | | | | | |
| 1st year | 33,781 | 34,457 | 34,802 | 35,150 | 35,498 | 36,020 | 34,974 | 35,324 | 35,673 | 36,198 | 34,457 | 34,802 | 35,146 | 35,663 |
| 2nd year | 34,719 | 35,413 | 35,767 | 36,125 | 36,483 | 37,019 | 35,945 | 36,304 | 36,663 | 37,203 | 35,413 | 35,767 | 36,122 | 36,653 |
| 3rd year | 35,685 | 36,399 | 36,763 | 37,131 | 37,498 | 38,050 | 36,945 | 37,315 | 37,684 | 38,238 | 36,399 | 36,763 | 37,127 | 37,673 |
| 4th year | 36,678 | 37,411 | 37,785 | 38,163 | 38,541 | 39,108 | 37,972 | 38,352 | 38,732 | 39,301 | 37,411 | 37,785 | 38,159 | 38,720 |

ANNEXURE B

CRITERIA FOR ACCESS TO PAY RISES

1 The Measurement Process

The pay rises available under this Agreement are based on improved Departmental performance and improved productivity.

The parties acknowledge that the pay rises available under this Agreement will be determined by the Departmental performance which will be jointly assessed at the dates given in Column A of Table 1, using the performance measurement tool at Table 2.

The assessment will be made as follows—

1. Assess each of the performance measures in Table 2 and indicate the appropriate rating in Column (B) "Rating".
2. Multiply the rating for each performance measure by its relevant weighting (Column A) Table 2 and indicate the result in Column (C).

3. Calculate the "Resultant Index" (RI) by dividing the total of Column (C) by the total weightings of the performance measures. Round the result to the nearest whole number.

4. If the RI calculated above is either 1 or 2, the pay rise available in Column (C) of Table 1 will be applicable.

5. If the (RI) is below "1" then no pay rise or catch up pay rise is available. A negative RI will not result in a reduction in pay but may be used in discounting any subsequent Agreement.

The same Performance Measures applied in determining the pay rise for 17 November 1998 will be used to determine the pay rise of 1 July 1999. The baselines for the third pay rise will be set within three months following the determination of the second pay rise under this Agreement. The baseline allocated to each performance measure for the 1 July 1999 pay rise will be determined having regard to the rating achieved for each performance measure for the 17 November 1998 pay rise.

For example, if in determining the quantum of the 17 November 1998 pay rise it is found that 75% of customers are satisfied with the Departmental services, then this satisfaction level will be taken into account in forming the baseline for the performance measure of customer satisfaction when determining the pay rise for 1 July 1999.

TABLE 1—Pay Rise Matrix

| COLUMN A | COLUMN B | COLUMN C | COLUMN D |
|------------------|-------------------------|--------------------|-----------------------|
| Review Commences | Resultant Index (RI) | Pay rise available | Pay rise applies from |
| June 1 1998 | 1 or 2 | 1% 1½% | 17 November 1998 |
| May 1 1999 | 1 or 2 or 3 | 1% 2% 3½% | 1 July 1999 |

2. Departmental Performance Measures

The following are the key performance measures for use in the performance model at Table 2. The performance measures are based on the key corporate objectives from the Corporate Plan.

1) Customer Satisfaction

- a) The percentage of customers satisfied with the services offered by the Department.
- b) Seamless service delivery to customers when lodging either Federal or State applications represented by the percentage of federal service enquiries dealt with by staff.
- c) The Gazette being offered electronically, necessitating process changes that impact on internal systems.
- d) A wider availability of service opening times, allowing customers greater choice.

- 2) Departmental Continuous Improvement
 - Reduced duplication and waste expressed through—
 - a) Percentage of files returned to Registry for Corrective action achieving an acceptable target.
 - b) Maintain the Gazette being produced on time. Changes in delivery mode of the Gazette will create peaks and troughs in activity. The peaks will be absorbed within existing resources.
 - c) Quality of response to research requests, determined by survey of clients on timeliness and appropriateness. Staff will monitor performance.
 - d) Refinement of Information Technology competency. Staff will actively participate in improving competency in the use of the latest technology, supported by appropriate training.
- 3) Value for Money
 - Budget Savings—Identification of the following budget savings, which allow the agency to reprioritise expenditures to meet core demands.
 - a) 30 June 1998—\$50,000
 - b) 30 June 1999—an additional \$50,000,—against a budget baseline of \$6,163,000
 - Departmental Staff efficiency through—
 - Handling an increased number of applications against a baseline indicator of direct FTE dollars expended per application.
 - (a) Information technology competency represented by user enquiries requiring less IT support.
 - (b) Reduced reliance on telephonist/ secretarial staff.
 - 4) Staff Development
 - a) Keyboard proficiency is maintained to a requisite level.
 - b) Participation hours in structured learning indicate a commitment to self and organizational improvement through continuing professional development.

TABLE 2—DEPARTMENTAL Performance Measurement
To be applied in determining pay rise of 1998.

| PERFORMANCE MEASURE | Ratings | | | | | Resultant Index | | |
|--|------------|------------|-------------------|---------------------|-------------|-----------------|---------------|---------------|
| | -2 | -1 | 1 Base line | 2 | 3 | Weight (A) | Rating (B) | Result (C) |
| Customers satisfied with services. | 55% | 60% | 65%* | 75% | 85% | 2 | | |
| Percent of customers with a Federal service enquiry being served by State service staff. | | | 0% | 5% | 10% | 2 | | |
| Gazette offered electronically, either on disk, CD-ROM, Internet; in full or selected parts. | | | Paper Only | Partially Available | Internet | 2 | | |
| Service opening times, hours per day | 8.0 | 8.5 | 9 | 9 | 9 | 1 | | |
| Files not returned for Corrective action, % of applications. | | | Find Baseline | 97% | 99% | 2 | | |
| Issues of Gazette on time. Maintain Standard | 10 | 11 | 12-13 | 14 | 15 | 1 | | |
| Quality of response to research requests | -10% | -5% | Find Baseline | +5% | +8% | 1 | | |
| Budget Savings | \$15,000 | \$20,000 | \$25,000 | \$50,000 | \$60,000 | 1 | | |
| Annual FTE \$ expended (direct Registry Officer) per application | \$82 | \$77 | \$72 | \$67 | \$65 | 1 | | |
| Information technology competency, user help enquiries per year | 1600 | 1500 | 1250 | 1000 | 900 | 1 | | |
| Number of phone queries dealt with directly by staff, instead of a dedicated operator | 20 per day | 50 per day | 70 per day | 80 per day | 100 per day | 1 | | |
| Keyboard proficiency to 25wpm, % of staff | 85% | 88% | 90% | 95% | 97% | 1 | | |
| Average annual hours per staff members attending structured learning. Absorbed hours | 3 | 4 | 5 | 6 | 7 | 2 | | |
| | | | | | | W= 18 | | R= |

* NOTE: Due to changes in the method used to determine customer satisfaction, the baseline of 65% for this Agreement equates to the baseline of 85% used to determine pay increases under the previous Agreement.

Resultant Index (RI)= R divided by W

WORKPLUS/CAREER PLAN EMPLOYMENT SERVICES INDUSTRIAL AGREEMENT 1998.
No. AG 229 of 1998.

WESTERN AUSTRALIAN
 INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Good Samaritan Industries

and

Hospital Salaried Officers Association of Western Australia
 (Union of Workers).

No. AG 229 of 1998.

Workplus/Career Plan Employment Services Industrial
 Agreement 1998.

4 December 1998.

Order.

HAVING heard Mr M.A. O'Connor as agent for the Applicant and Mr C.D. Panizza as agent for the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties in the terms of the following schedule and lodged in the Commission on the 7th day of October, 1998 entitled Workplus/Career Plan Employment Services Industrial Agreement 1998 and replaces Workplus, Career Plan, Direction Industrial Agreement No. 1 of 1996, No. AG 185 of 1996, be registered as an industrial agreement.

(Sgd.) G.L. FIELDING,

[L.S.] Senior Commissioner.

1.—TITLE

This Agreement shall be referred to as the Workplus/Career Plan Employment Services Industrial Agreement of 1998.

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Parties Bound
 4. Contract of Service
 5. Hours of Work
 6. Annual Leave
 7. Public Holidays
 8. Sick Leave
 9. Carers' Leave
 10. Long Service Leave
 11. Leave Without Pay
 12. Parental Leave
 13. Bereavement Leave
 14. Conference, Training, Study Leave
 15. Termination
 16. Confidentiality
 17. Grievance Procedure
 18. Higher Duties
 19. Redundancy
 20. Travelling
 21. Statement of Employment
 22. Motor Vehicle Allowances
 23. Consultative Committee
 24. Replacement
 25. Other provisions
 26. Supported Wage /Individual Skill and Productivity Systems
 27. Term
 28. Number of Employees
- Schedule A—Salary Schedules
 Schedule B—Salary Packaging
 Signatories to Agreement

3.—PARTIES BOUND

This Agreement shall be binding on Good Samaritan Industries, salaried employees at Workplus and Career Plan and the Hospital Salaried Officers Association of Western Australia (Union of Workers).

4.—CONTRACT OF SERVICE

(1) The Employee shall be engaged in accordance with the terms and conditions set out in this Agreement.

(2) The Employer may direct the employee to carry out such duties as may from time to time be set out in a formal duty statement applicable to the employee's position.

The Employer may also direct the employee to carry out such other general duties as are within the limits of the employee's skill, competence and training.

(3) On initial engagement the Employee shall be placed on probation for a period of 3 months.

At the end of the 3 months period the Employer may confirm the appointment, terminate the engagement or extend the probationary period for a further period of up to 3 months. Provided that a probation period shall not exceed 6 months in total.

(4) In lieu of the period of probation referred to in sub clause (3) hereof, Area managers or higher positions may be appointed on a 6 months probationary period with a similar period of extension as is required. Provided that a probation period in this case shall not exceed 12 months in total.

(5) Notwithstanding the provisions of Clause 15.—TERMINATION, the notice period to apply in the case of a probationary employee shall be one week.

(6) Subject to this Agreement, GSI is committed to maintaining job security of its employees covered by this Agreement but this shall not be construed as limiting the Employer's right to engage employees on a fixed or limited tenure basis where there are specific funding limits tied to a position or a position is of a defined short term nature.

5.—HOURS OF WORK

(1)(a) The ordinary hours to be worked by full time Employees shall be from Monday to Friday for an average 7.5 hours per day or 75 hours per fortnight, but not more than 9.5 hours in any one day

(b) The spread of ordinary hours shall be from 6am. To 9pm. Monday to Friday.

(2) In addition, an Employee shall, from time to time upon request from the Employer, or as the duties require, work a reasonable amount of overtime.

(3) Where an Employee is required to work overtime, the Employee shall be allowed time off in lieu of payment, which shall be taken at such time as is mutually agreed between the Employer and Employee.

(4)(a) Time in lieu of hours worked between 9pm. and 6am. Monday to Friday and between 9pm. Friday and midnight Saturday shall be calculated at the rate of time and one half, and for hours worked on Sundays and Public holidays the rate shall be double time.

(b) Time in lieu shall be required to be cleared prior to termination of employment or paid out by the employer.

(5) The Employer and an employee may agree on alternative arrangements for the compensation of regular or continuing periods of overtime.

(6) Except as prescribed in this clause, the provisions of the Award in relation to overtime shall continue to apply.

6.—ANNUAL LEAVE

(1) The Employee is entitled for each year of service, to 4 weeks annual leave at the employee's ordinary rate of pay.

(2) An entitlement under subsection (1) accrues *pro rata* on a weekly basis.

(3) In subsection (1), "year" does not include any period of unpaid leave except the first calendar month of any absence on workers' compensation..

(4) The Employee is to be paid for a period of annual leave at the time payment is made in the normal course of the employment, unless the Employee requests in writing that he or she be paid before the period of leave commences in which case the Employee is to be so paid.

(5) If the Employee's employment terminates before the employee has taken annual leave to which he or she is entitled, the Employee is to be paid for the untaken leave.

(6) By mutual agreement, the employee may be allowed to take annual leave prior to completing a year of service.

(7) In the event, however, of the employee resigning or being terminated and the employee has taken annual leave in excess of the pro rata entitlement, the employee shall be required to repay the employer an amount representing the excess entitlement. (Pro rata entitlement is calculated on the basis of 2.92 hours of leave for each completed week of service.)

(8) An employee may be entitled to receive payment in lieu of taking annual leave. Such payment may be approved by the Employer subject to the following—

- (i) At least 10 days leave (either annual or long service leave) must be taken in the relevant calendar year.
- (ii) Annual leave shall be taken in the accruing year or in the year following its accrual unless for special reasons, a deferral is approved by the Divisional Manager.

(9) An employee may apply for and be granted up to 8 weeks on half pay instead of 4 weeks on full pay, subject to the Employer's convenience and there being adequate reasons given for such request.

(10) Part time employees shall be entitled to annual leave on a pro rata basis in the proportion which their ordinary hours bear to full time.

(11) This clause shall not apply to casual employees.

7.—PUBLIC HOLIDAYS

(1) Subject to the provisions of this clause, the following days or the days observed in lieu shall be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) By arrangement between the parties another day may be taken as a holiday in lieu of any other the days referred to in this subclause and in such cases time and one-half shall be paid during ordinary hours worked on any of the above mentioned holidays.

(3) Where any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday, such holidays shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday, such holiday shall be observed on the next succeeding Tuesday; in each case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(4) This clause shall not apply to casual employees.

8.—SICK LEAVE

(1) The Employee who is unable to work as a result of the Employee's illness or injury, is entitled to be paid for periods of absence from work resulting from the illness or injury—

- (a) in the case of a full-time employee, up to 10 working days or 75 hours whichever is the lesser, each year; or
- (b) in the case of a part-time employee—
 - (i) who is paid a proportion of a full-time employee's pay; or
 - (ii) who is paid according to the number of hours worked,

the proportion of the number of hours worked each week bears to 37.5, up to 75 hours each year.

(2) An entitlement under subsection (1) accrues *pro rata* on a weekly basis.

(3) In subsection (1), "year" does not include any period of unpaid leave except the first calendar month of any absence on workers' compensation..

(4) If the Employee's illness or injury is attributable to the Employee's serious and wilful misconduct, the Employee is not entitled to be paid for his or her absence from work resulting from the illness or injury.

(5) Unused portions of sick leave entitlement shall accumulate from year to year and may be taken in any subsequent year, provided that an employee shall not be eligible to be paid more than 10 weeks accumulated sick leave in any one year.

(6) An application for leave of absence on the grounds of illness exceeding two consecutive working days shall be supported by the certificate of a registered medical practitioner or, where the nature of illness consists of a dental condition and the period of absence does not exceed five consecutive working days, by a certificate of a registered dentist. The medical certificate shall be written on the doctor's letterhead and shall identify the Employee and the period during which the Employee is certified to be unfit to perform his or her duties.

(7) In each year during the term of employment, the Employee shall be entitled to not more than a total of four (4) days of sick leave without production of a medical certificate. Thereafter a medical certificate shall be produced for any further absence due to sickness of any period whatsoever.

(8)(a) An employee who suffers personal ill health or injury whilst on Annual Leave shall be entitled to paid sick leave in lieu of annual leave subject to—

- (i) a medical certificate stating that the illness or injury necessitated confinement to home or hospital for 5 consecutive days or more;
- (ii) the application for replacement of annual leave and sick leave being made within 5 days of resuming work, and
- (iii) the replacement of paid annual leave by sick leave not exceeding the employee's entitlement to paid sick leave.

(b) The portion of the annual leave replaced by paid sick leave may be taken at another time mutually agreed between the employer and the employee, or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid at the date of termination.

(c) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken.

(9) To be entitled to payment in accordance with this clause an employee shall advise the employer as soon as reasonably practicable and if possible prior to the commencement of the shift of, the inability to attend work, the nature of illness or injury and the estimated duration of the absence. Provided that such advice, except in extraordinary circumstances shall be given to the employer within two hours of the commencement of the absence.

(10) The Employee shall not be entitled to the provisions of this clause where the illness or injury is compensable under the provisions of the Worker's Compensation and Rehabilitation Act 1981 as amended.

(11) This clause shall not apply to casual employees.

9.—CARERS' LEAVE

(1) In this clause, "family member" means

- (a) the spouse or *de facto* spouse of an employee;
- (b) the child or step-child of an employee;
- (c) the parent or step-parent of an employee; or
- (d) any other person living with the employee as a member of the employee's family.

(2) Sick leave entitlement of up to 5 days per annum may be used by the employee in the event that a family member is ill and requires care by the employee. The employee shall, if required, produce a medical certificate from a registered medical practitioner, or some other proof satisfactory to the employer.

(3) At the discretion of the Employer additional leave for the purposes of this clause may be granted where special circumstances can be demonstrated.

10.—LONG SERVICE LEAVE

(1) Except as provided in sub clause (2) hereof the long service provisions published in volume 74 of the Western Australian Industrial Gazette at pages 195 to 198 inclusive or as updated from time to time, are hereby incorporated in and shall be deemed to be part of this Agreement.

(2) In lieu of the provisions in Clause 3—Period Of Leave of the long service provisions referred to in sub clause (1) hereof, employees under this Agreement shall be entitled to 13 weeks of leave in respect of each completed period of 10 years service with the Employer, or pro rata entitlement to such leave after 7 completed years of service.

(3)(a) A full-time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.

(b) A part time employee may elect to take a lesser period of long service leave calculated by converting any portion of the part time service to equivalent full time service.

(4) Where an employee serves 7 years or more of completed service and the employee resigns or the employment is terminated (Clauses 15 and 21), the employee shall be paid proportionate long service leave entitlement accrued at the date of resignation or termination.

(5) Employees under this Agreement may take portions of accrued long service leave providing that such portion shall be not less than 4 consecutive weeks.

(6) Subject to the employer's approval, the employee may take long service leave in double periods of time at half pay, or at the rate of double pay for half the period of time, so that the payment for the leave does not exceed that for the actual period of leave accrued.

11.—LEAVE WITHOUT PAY

(1) Subject to the discretion of the Employer, and provided that the Employee has no accumulated leave which shall include long service leave and holiday entitlements but shall exclude sick leave, and provided further that in the reasonable discretion of the Employer the activities of the Employer shall not be inconvenienced thereby, the Employee may be granted leave without pay from time to time by the Employer.

(2) On return from a substantial period of leave without pay, the Employer shall be at liberty to place the Employee in a different position within the Employment Services Division of GSI than that previously held provided that the Employee shall not suffer any reduction in entitlements.

(3) This clause shall not affect any entitlements to leave under Clause 12.—Parental Leave.

12.—PARENTAL LEAVE

Interpretation

(1) In this clause—

“adoption”, in relation to a child, is a reference to a child who—

- (i) is not the natural child or the step-child of the employee or the employee's spouse;
- (ii) is less than 5 years of age; and
- (iii) has not lived continuously with the employee for 6 months or longer;

“continuous service” means service under an unbroken contract of employment and includes—

- (i) any period of parental leave; and
- (ii) any period of leave or absence authorised by the employer or by this workplace agreement;

“expected date of birth” means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child;

“parental leave” means leave provided for by subclause (2).(a);

“spouse” includes a de facto spouse.

Entitlement to parental leave

(2)(a) Subject to subclauses (4), (5).(a) and (6).(a), an employee, other than a casual employee, is entitled to take up to 52 consecutive weeks of unpaid leave in respect of—

- (i) the birth of a child to the employee or the employee's spouse; or
- (ii) the placement of a child with the employee with a view to the adoption of the child by the employee.

(b) An employee is not entitled to take parental leave unless he or she—

- (i) has, before the expected date of birth or placement, completed at least 12 months' continuous service with the employer; and

(ii) has given the employer at least 10 weeks written notice of his or her intention to take the leave.

(b) An employee is not entitled to take parental leave at the same time as the employee's spouse but this paragraph does not apply to one week's parental leave—

- (i) taken by the male parent immediately after the birth of the child; or
- (ii) taken by the employee and the employee's spouse immediately after a child has been placed with them with a view to their adoption of the child.

(c) The entitlement to parental leave is reduced by any period of parental leave taken by the employee's spouse in relation to the same child, except the period of one week's leave referred to in paragraph (b).

Maternity leave to start 6 weeks before birth

(3) A female employee who has given notice of her intention to take parental leave, other than for an adoption, is to start the leave 6 weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the employee is fit to work.

Medical certificate

(4) An employee who has given notice of his or her intention to take parental leave, other than for adoption, is to provide to the employer a certificate from a medical practitioner stating that the employee or the employee's spouse, as the case may be, is pregnant and the expected date of birth.

Notice of spouse's parental leave

(5)(a) An employee who has given notice of his or her intention to take parental leave or who is actually taking parental leave is to notify the employer of particulars of any period of parental leave taken or to be taken by the employee's spouse in relation to the same child.

(b) Any notice given under paragraph (a) is to be supported by a statutory declaration by the employee as to the truth of the particulars notified.

Notice of parental leave details

(6)(a) An employee who has given notice of his or her intention to take parental leave is to notify the employer of the dates on which the employee wishes to start and finish the leave.

(b) An employee who is taking parental leave is to notify the employer of any change to the date on which the employee wishes to finish the leave.

(c) The starting and finishing dates of a period of parental leave are to be agreed between the employee and employer.

Return to work after parental leave

(7)(a) On finishing parental leave, an employee is entitled to the position he or she held immediately before starting parental leave.

(b) If the position referred to in paragraph (a) is not available, the employee is entitled to an available position—

- (i) for which the employee is qualified; and
- (ii) that the employee is capable of performing, most comparable in status and pay to that of his or her former position without loss of income within GSI's Employment Services Division.

(c) Where, immediately before starting parental leave, an employee was acting in, or performing on a temporary basis the duties of, the position referred to in paragraph (a), that paragraph applies only in respect of the position held by the employee immediately before taking the acting or temporary position.

Effect of parental leave on employment

(8) Absence on parental leave—

- (a) does not break the continuity of service of an employee; and

- (b) is not to be taken into account when calculating the period of service for the purpose of this Agreement.

13.—BEREAVEMENT LEAVE

- (1) On the death of—
- the spouse or de facto spouse of an employee;
 - brother or sister
 - the child or step-child of an employee;
 - the parent or step-parent of an employee; or
 - any other person, immediately before that person's death, lived with the employee as a member of the employee's family,

the employee is entitled to paid bereavement leave of 2 working days.

- (2) The two days need not to be consecutive.

(3) Bereavement leave is not available while the Employee is on any other period of leave.

(4) An employee who claims to be entitled to paid leave under subclause (1) is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to—

- the death that is the subject of the leave sought; and
- the relationship of the employee to the deceased person.

(5) At the discretion of the Employer additional leave for the purposes of this clause may be granted where special circumstances can be demonstrated.

14.—CONFERENCE, TRAINING, STUDY LEAVE

From time to time at the discretion of the Employer and upon application by the Employee, additional paid or unpaid leave may be granted to the Employee to undertake training and study or attend conferences and seminars in each case related to the activities of the Employer or for the development of the Employee's work skills.

15.—TERMINATION

- (1) Notice of Termination by Employer—

- (a) In order to terminate the employment of an employee the employer shall give the employee the following notice—

| Period of Continuous Service | Period of Notice |
|------------------------------|------------------|
| During probation | 2 weeks |
| Thereafter | 4 weeks |

The notice period shall be increased by one week in each case where the Employee is over 45 years old and has completed at least two years continuous service with the Employer.

- (b) Payment in lieu of the notice prescribed in paragraph (a) of this subclause shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (c) In calculating any payment in lieu of notice the employer shall pay the employee the ordinary salary for the period of notice had the employment not been terminated.

- (d) (i) For the purpose of this clause continuity of service shall not be broken on account of—

- any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- any absence from work on account of personal sickness or accident for which an employee is entitled to claim sick pay as prescribed by this agreement or on account of leave lawfully granted by the employer; or
- any absence with reasonable cause, proof whereof shall be upon the employee;

Provided that in the calculation of continuous service under this subclause any time in respect of which an employee is absent from work except time for which an employee is entitled to claim annual leave, sick pay, long service leave and public holidays as prescribed by this agreement shall not count as time worked.

- (e) This agreement will be subject to termination by the employer by summary dismissal in writing without notice if the employee shall have committed any serious misconduct or repeated or continued (after warning) any material breach of the duties and obligations of the employee under this Agreement or shall have been guilty of conduct tending to bring the employee or the employer into disrepute; or

- (2) Notice of Termination by Employee

- (a) Except during the period of probation, the notice of termination required to be given by an employee shall be 4 weeks, provided that a lesser period of notice may be given by mutual agreement.

- (b) If an employee fails to give the required notice or having given, or been given such notice, leaves before the notice expires, the employee forfeits the entitlement to any moneys owing to the employee under this agreement except to the extent that those moneys exceed the ordinary salaries for the required period of notice.

- (3) Performance Management / Discipline Procedures

- (a) The performance of employees under this Agreement shall be subject to regular appraisal and assessment as may be determined by the employer. The assessment should include feedback in relation to both positive and negative aspects of the employee's performance.

- (b) Except in the case of serious misconduct or grounds referred to in subclause (1)(e) of this clause, where employment may be terminated immediately, (the Employee may instigate the grievance procedure at this point) the following disciplinary procedures for unsatisfactory work and conduct shall be as follows—

- (i) Verbal Warning: The Employer's representative shall explain to the Employee the reasons for instituting disciplinary procedures and discuss plans for overcoming the problem. A verbal warning shall be given and the discussion and plans are to be recorded in writing and a reasonable time for review determined.

- (ii) First Written Warning: If the employee's performance is still unsatisfactory at the time of the review, there shall be a further discussion with the Employee. A written warning shall be given and the discussion and the plans for improvement will be recorded in writing and a copy given to the Employee clearly stating the lack of improvement by a given time may result in termination or a final written warning.

- (iii) Final Written Warning: In the event that the employer decides not to terminate at this point, the Employee shall be given a final written warning.

- (iv) Dismissal: If satisfactory progress is not made within a reasonable time of the final warning, dismissal of the Employee may be effected by the Employer.

- (v) In any dispute concerning these procedures or an employee's discipline, the grievance procedures is in Clause 17 of this Agreement may be invoked, including representation on behalf of the employee.

16.—CONFIDENTIALITY

- (1) The Employee shall not, either during or after the term of employment (except as authorised or required by the Employee's duties or by law) disclose to any other person, firm,

corporation or organisation or use or attempt to use in any manner which may injure or cause loss directly or indirectly to the Employer, without the previous consent in writing of the Employer, any confidential information relating to the Employer or any information concerning or relating to the business or activities of the Employer including any records or information relating to clients learned by the Employee in the course of employment.

(2) During the term of employment and as far as reasonable thereafter the Employee shall use the Employee's best endeavours to prevent the disclosure of any confidential information relating to the Employer by a third party.

(3) All notes, memoranda, records and writings made by the Employee relative to the affairs of the Employer shall be and remain the property of the Employer and shall in any event be handed over by the Employee to the Employer at the end of the term of employment.

(4) The restrictions contained in this Clause shall continue to apply after the termination of this Agreement without limiting point of time but shall cease to apply to information which may come into the public domain.

(5) The Employer, except as is required by law, shall not disclose information concerning an Employee without the prior consent of such Employee.

17.—GRIEVANCE PROCEDURES

(1) Where the employee has a dispute or grievance arising out of his or her employment or relating to the application of this Agreement, the dispute shall be dealt with in the following manner—

- (a) in the first instance the employee shall attempt to resolve the grievance with his or her immediate supervisor; or
- (b) if any such attempt at settlement fails or where the circumstances of the dispute or claim are of such nature that a direct discussion between the employee and his or her immediate supervisor could not reasonably be expected to resolve the matter then in any such case the employee may request a meeting with the manager of the employer to resolve the matter.
- (c) Sensible time limits shall be set by the parties in proceeding through the steps of dispute resolution.
- (d) While the dispute settlement steps are in progress no industrial action shall be taken and no action prejudicial to any party shall be taken pending resolution of the matter.
- (e) The provisions of (a) to (f) of this clause shall also be applicable where relevant to disputes or grievances involve a group of employees or all staff.
- (f) By mutual agreement of the parties directly involved in a dispute or grievance, one or more steps in this procedure may be bypassed in the interests of a fair or expedited resolution of the dispute.
- (g) Any dispute between the Union and the Employer arising out of the application or interpretation of this Agreement, or concerning a union member's entitlements shall be discussed between the relevant representatives of the Union, the Employer and, where appropriate, its Employer body. In the event of no agreement being reached, the parties may refer the matter to the Western Australian Industrial Relations Commission for resolution.

(2) In any grievance / dispute settling procedure under this clause, an employee may be represented by the Union or by the employee's personal advocate.

18.—HIGHER DUTY ALLOWANCE

(1) If the Employee is called upon by the Employer to perform the duties of another person instead of or in addition to the duties of the Employee, for a period in excess of 5 consecutive working days, at the discretion of the Employer, having regard to the nature of the additional or alternative duties to be performed and the capacity of the Employee to carry out such duties, the Employer shall award a reasonable increment in salary to the Employee for the period over which the higher duties are performed.

In the case where the Employee is required to carry out the full duties of a higher position, the Employee shall be paid for the relevant period at a rate not less than the first salary point applicable to the higher position, or where that salary is not higher than their current rate, a salary rate which gives the Employee an increase in remuneration.

(2) Any such increment shall be paid to the Employee on the usual paydays or not later than the next pay day immediately following the performance by the Employee of higher duties.

19.—REDUNDANCY

(1) Discussions Before Terminations

Where the employer for any reason, including the cessation or reduction of grant funding, has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to termination of employment, the employer shall hold discussion with the employees directly affected and their Union representative.

(2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subclause (1) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

(3) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned all relevant information about the proposed terminations including the reasons for the proposed terminations, the number of categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that they employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

(4) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (1) hereof the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

(5) Severance Pay

In addition to the period of notice prescribed for ordinary termination in subclause (2) and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph (1) hereof shall be entitled to the following amount of severance pay in respect of continuous period of service—

| <u>Period of continuous service</u> | <u>Severance Pay</u> |
|--|----------------------|
| less than one year: | Nil |
| 1 year and up to the completion of 2 years: | 4 weeks' pay |
| 2 years and up to the completion of 3 years: | 6 weeks' pay |
| 3 years and up to the completion of 4 years: | 7 weeks' pay |
| 4 years and over: | 8 weeks' pay |

"Weeks' pay" means the employee's current ordinary time hourly rate of pay multiplied by the average number of weekly hours (excluding overtime) worked over the past 52 weeks.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

(6) Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in paragraph (1) hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall

not be entitled to payment in lieu of the remainder of the period of notice.

(7) Alternative Employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(8) Time Off During Notice Period

(i) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

(9) Employees Exempted

(i) This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(ii) This clause shall also not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

(10) Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's capacity to pay.

20.—TRAVELLING

(1) An employee who travels on official business shall be reimbursed reasonable expenses including but not limited to accommodation, conference fees, meals (where they are not provided free of charge) fares and other incidental expenses such as laundry and dry cleaning expenses and official telephone calls.

(2) The employer may require where practicable the production of receipts as a proof that the expense was incurred.

(3) Time spent in travelling shall be reimbursed at the appropriate rate.

21.—STATEMENT OF EMPLOYMENT

The employer shall, upon receipt of the request from an employee whose employment has been terminated, provide to the employer a written statement specifying the period of employment, and the classification of and the type of work performed by the employee.

22.—MOTOR VEHICLE ALLOWANCES

An employee who is required to use his/her own vehicle for business purposes in course of employment, shall, unless reimbursed for that usage by way of an agreed salary packaging arrangement, be paid a kilometrage rate in accordance with the provisions of the Hospital Salaried Officers' (Good Samaritan Industries) Award 1990.

23.—CONSULTATIVE COMMITTEE

(1) The "Consultative Committee" shall mean the Management and employee representatives appointed, nominated or elected on a 12 monthly basis, as a group, to negotiate the terms of this Agreement, according to the terms of reference determined from time to time. Members of the Committee shall be eligible for re-election for a subsequent 12 month period.

Representatives of the union party to this Agreement shall attend as required.

(2) The Consultative Committee shall meet once every 3 months during its term for the purpose of monitoring and resolving problems arising from its application. This provision may be waived by a general consensus of Committee members.

(3) Other meetings may be called by any member of the Committee providing a minimum of 7 days notice is given. This notice may be dispensed with by agreement.

(4) In resolving problems arising from the application or interpretation of the Agreement the Committee shall endeavour to reach a consensus.

24.—REPLACEMENT

(1) The Consultative Committee shall be convened to renegotiate a replacement Agreement 6 months prior to the expiry of this Agreement. Provided that this Agreement shall remain in force after its expiry pending finalisation of a replacement document.

(2) Subject to the provisions of this Agreement, the parties may mutually agree to vary the conditions of employment by the registration of a replacement Agreement.

25.—OTHER PROVISIONS

(1) For the purposes of this Agreement, reference to the "Award" shall mean the Hospital Salaried Officers (Good Samaritan Industries) Award 1990.

The provisions of this Agreement shall apply to the employees of Workplus and Career Plan notwithstanding the provisions of the Award. However, provisions of that Award which are not covered by this Agreement and are not inconsistent in any way with this Agreement shall continue to apply to employees covered hereby.

26.—SUPPORTED WAGE / INDIVIDUAL SKILL AND PRODUCTIVITY SYSTEMS

(1) Workers Eligibility

This clause defines the conditions that will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply—

"Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "[Supported Wage System: Guidelines and Assessment Process]".

"Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

"Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

"Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

In the manual "Determining Individual Skill and Productivity Levels", the following definitions will apply—

"Work Sampling" Provides the opportunity for skill development, the learning of work practices and the integration of people with disabilities into the workplace. Consists of a period spent within the workplace learning tasks associated with the job. These periods of work sampling are generally unpaid.

"Job Analysis" This is an outline of all duties and tasks associated with the job as well as tools and equipment used, the purpose and where the job fits in with the organisation.

"Productivity Level" is the level at which the person is producing and is a comparison to the performance standard. If the performance standard is 100% and the

productivity level is 75% the person is performing 0.75 of the performance standard. Is relevant to the overall job, rather than individual tasks.

“Components of Productivity” There are 4 components—

- Quality of work produced in comparison to the co-worker
- Quantity of work produced in comparison to the co-worker
- Proportion of the task completed, given that the co-worker completes 100% of the task
- Supervision/support required given that the co-worker requires no supervision/support.

All parties agree that the skill and productivity based wage will be payable in accordance with the assessment as established by Careerplan Services and documented in the manual “Determining Individual Skill and Productivity Levels”. This system measures people’s level of ability compared to the duty statement and the abilities of co-workers.

(a) Eligibility Criteria

Employees covered by this Clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

(This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment).

(The award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s10 or section 12A of the Act, or if a part only has received recognition, in that part).

(b) Supported Wage or Individual Skill and Productivity Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to following schedule—

(i) Supported Wage System—

| <u>Assessed Capacity</u> | <u>% of Prescribed Agreement Rate</u> |
|--------------------------|---------------------------------------|
| 10%* | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

(Provided that the minimum amount payable shall be not less than \$50 per week).

(ii) Individual Skill and Productivity System

| <u>Assessed Capacity</u> | <u>% of Prescribed Agreement Rate</u> |
|--------------------------|---------------------------------------|
| 15%* | 15% |
| 20% | 20% |
| 25% | 25% |
| 30% | 30% |
| 35% | 35% |
| 40% | 40% |
| 45% | 45% |
| 50% | 50% |
| 55% | 55% |

| <u>Assessed Capacity</u> | <u>% of Prescribed Agreement Rate</u> |
|--------------------------|---------------------------------------|
| 60% | 60% |
| 65% | 65% |
| 70% | 70% |
| 75% | 75% |
| 80% | 80% |
| 85% | 85% |
| 90% | 90% |

- Where a person’s assessed capacity is 10 per cent / 15 percent, they shall receive a higher degree of assistance and support.

(c) Assessment of Capacity

For the purpose of establishing the percentage of the appropriate rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed by either—

- (i) the employer and a union party to the Agreement, in consultation with the employee or, if desired by any of these;
- (ii) the employer, an Assessor and the employee.

(d) Lodgement of Assessment Instrument

- (i) All assessments using the supported wage system only under the conditions of this clause, including the appropriate percentage of the Agreement rate to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.
- (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

(e) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System or the Individual Skill and Productivity System.

(f) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers by this Agreement paid on a pro rata basis.

(g) Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(h) Trial Period

- (i) In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During the trial period the assessment of capacity shall be undertaken and the proposed rate for a continuing employment relationship shall be determined.
- (iii) Once application for assessment has been made under the under the Supported Wage System, the minimum amount payable to the employee during the trial period shall be no

less than \$50 per week. This shall not apply in the case of persons under consideration for employment under the Individual Skill and Productivity System.

- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (1) (c) of this clause.

27.— TERM

This Agreement shall operate for a period of two years commencing on the date of Registration.

28.—NUMBER OF EMPLOYEES

There are an estimated 40 employees covered by this Agreement as at the date of registration.

SCHEDULE A—SALARY RANGES

1. The following salary ranges shall apply to full time employees engaged in accordance with the Agreement. Each employee shall be allocated a classification and salary point within the salary structure for that classification, to apply from the date of commencement of the Agreement. Casual and part time employees shall be allocated a salary appropriate to their classification and be entitled to the proportionate salary applicable to the ordinary hours worked each week.

2. Salary placement shall be reviewed on an annual basis. Subject to a satisfactory performance appraisal and agreed training undertaken in consultation with the employee, the employee shall be entitled to progress to the next salary increment within the salary range for that classification.

3. Where an employee is promoted to a higher classification which has a minimum salary the same as the employee's current salary, the employee shall be allocated the next higher salary point of the classification into which the employee has been promoted.

4. Notwithstanding the salaries prescribed in this Schedule, nothing herein shall prevent the employer and the employee agreeing on salary packaging in accordance with Schedule B hereof, which provides a remuneration benefit in total not less beneficial than would apply if the employee was paid in accordance with the prescribed benefits under this Agreement.

5. In determining the relative benefits of a package under the provisions of subclause 4. hereof, the parties may take into account the effect of approved taxation benefits and other non cash items.

6. Casual employees when engaged as such shall be advised that they are not entitled to leave entitlements prescribed by this Agreement but shall be paid a loading of 25% in addition to the ordinary hourly rate calculated in accordance with the appropriate salary set out in this Schedule.

7. Unless otherwise agreed between the Employer and the employee, salaries shall be paid fortnightly into the employee's nominated bank or building society account.

CLASSIFICATION SALARY (CLASS 2) \$

| | |
|-----------------------------|--------|
| (1) CLERICAL OFFICER | |
| Under 17 Years | 12,178 |
| 17 Years | 14,082 |
| 18 Years | 16,288 |
| 19 Years | 18,708 |
| 20 Years | 20,898 |
| Adult Rates | |
| 1st Year | 22,869 |
| 2nd Year | 23,522 |
| 3rd Year | 24,173 |
| 4th Year | 24,820 |
| 5th Year | 25,471 |
| 6th Year | 26,122 |
| 7th Year | 26,871 |

| | |
|--------------------------------|--------|
| (2) CLASSIFIED OFFICERS | |
| Grade 1 1st Year | 27,390 |
| Thereafter | 28,155 |

| | | |
|--|--------|----|
| CLASSIFICATION SALARY (CLASS 2) | | \$ |
| Grade 2 1st Year | 28,904 | |
| Thereafter | 29,551 | |
| Grade 3 1st Year | 30,381 | |
| Thereafter | 31,252 | |
| Grade 4 1st Year | 32,170 | |
| Thereafter | 33,114 | |
| Grade 5 1st Year | 34,045 | |
| Thereafter | 34,986 | |
| Grade 6 1st Year | 35,972 | |
| Thereafter | 36,977 | |
| Grade 7 1st Year | 37,833 | |
| 2nd Year | 38,872 | |
| Thereafter | 39,859 | |
| Grade 8 1st Year | 40,868 | |
| Thereafter | 41,858 | |
| Grade 9 1st Year | 42,921 | |
| Thereafter | 43,979 | |

(3) TECHNICAL ASSISTANTS

| | |
|----------------|--------|
| Grade 1 | |
| 16 Years | 11,449 |
| 17 Years | 13,756 |
| 18 Years | 15,940 |
| 19 Years | 18,379 |
| 20 Years | 20,635 |
| Adult Rates | |
| 1st Year | 22,536 |
| 2nd Year | 23,191 |
| 3rd Year | 23,867 |
| 4th Year | 24,503 |
| Grade 2 | |
| 1st Year | 24,503 |
| 2nd Year | 24,913 |
| 3rd Year | 25,306 |
| Grade 3 | |
| 1st Year | 25,306 |
| 2nd Year | 25,759 |
| 3rd Year | 26,409 |

8. CLASSIFICATIONS AND ACTUAL TOTAL RATES OF PAY

| CLASSIFICATION | SALARIES |
|--|----------|
| • Job Support Officer | 27758 |
| | 28533 |
| | 29292 |
| | 29947 |
| • Employment Co-ordinator | 30788 |
| | 31671 |
| | 32602 |
| | 33558 |
| • Program Co-ordinator / Marketing Manager | 34502 |
| | 35455 |
| | 36455 |
| | 37473 |
| • Administrative Co-ordinator | 38341 |
| | 39394 |
| | 27758 |
| | 28533 |
| • Receptionist/Clerical Assistant | 29292 |
| | 29947 |
| | 30788 |
| | 31671 |
| | 23176 |
| | 23838 |
| | 24497 |
| | 25153 |
| | 25813 |
| | 26473 |
| 27232 | |

CLASSIFICATIONS: (HSOA SALARY LEVELS)

Job Support Officer—Level 1 / 2

Employment Co-ordinator—Level 3 / 5 (1st Year)

Program Co-ordinator—Level 5 / 7 (2nd Year)

Marketing Manager

Administrative Co-ordinator—Level 1 / 3

Receptionist / Clerical—Assistant Base adult level

Provided that where an employee is recruited from outside G.S.I Open Employment Services and has no previous relevant experience, the Employer may allocate a salary point one step below the first salary point for the relevant classification during the training period which shall not exceed 6 months.

SCHEDULE B—SALARY PACKAGING

1. Salary Packaging in accordance with the terms and conditions offered by the employer shall be optional for all employees covered by this Agreement.

2. Employees shall elect in writing whether or not they wish to have their salary packaged in accordance with this clause. This election shall be irrevocable during the life of the Agreement unless revocation is mutually agreed between the employer and the employee.

3. Employees who elect not to have their salary packaged shall be paid in accordance with the relevant salary range set out in Schedule A hereof.

4. (a) Employees who, initially, elect not to have their salary packaged may, subsequently, seek agreement with the employer, in writing, to have their salary packaged subject to the following conditions—

(b) Once approved such agreement shall be irrevocable during the life of this Agreement, unless revocation is mutually agreed between the employer and the employee.

5. All employees who participate in salary packaging pursuant to this agreement shall be subject to an administration fee fixed at 5% of the amount packaged. This fee shall be payable by the employee to the employer and shall be deducted from the salary package component.

6. Salary packaging shall not apply to casual employees who are covered by this agreement.

7. In the event that changes in legislation, Income Tax Assessment Act determinations or Rulings, particularly in respect of the Employer's fringe benefits tax exempt status, remove the employer's capacity to maintain the salary packaging arrangements offered to employees under this Agreement, the employer shall be entitled to withdraw from the salary packaging arrangements by giving notice to each affected employee two pay periods prior to the withdrawal taking place.

8. The employer shall as soon as practicable after being advised of the legislative change advise the Union and employees and shall convene a meeting of the parties with a view to reaching an alternative agreement on salaries and salary benefits.

9. In the event that consensus on the terms of a replacement agreement cannot be reached, it shall be open to a party to seek cancellation of this Agreement and/or refer the matter to the Western Australian Industrial Relations Commission for conciliation or arbitration.

SIGNATORIES TO AGREEMENT

For and on Behalf of—

Good Samaritan Industries

(indecipherable) 18-9-98

General Manager Date

Hospital salaried Officers' Association of Western Australia (Union of Workers)

(indecipherable) 30/9/98

President Date

D. Hill (signed) 0-9-98

Secretary Date

Common Seal

Seal D. Hill (signed)

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