

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/264

**TITLE:** Sydney Ports Corporation Enterprise Agreement 2001-2004

**I.R.C. NO:** IRC01/7620

**DATE APPROVED/COMMENCEMENT:** 26 November 2001

**TERM:** 30 June 2004

**NEW AGREEMENT OR VARIATION:** Replaces EA99/14

**GAZETTAL REFERENCE:** 30 August 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 44

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees of Sydney Ports Corporation covered by any parts of this agreement but excluding Executives and Senior Managers, and employees whose contracts are for a specific period (Temporary employee).

**PARTIES:** Sydney Ports Corporation -&- Australian Maritime Officers' Union of New South Wales, Australian Services Union of N.S.W., The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Seamens' Union of Australia, New South Wales Branch



# SYDNEY PORTS CORPORATION

## ENTERPRISE AGREEMENT 2001 – 2004

*Moving Sydney Ports Forward in a Dynamic Industry*



PART 1

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## 1. PHILOSOPHY AND INTENT

- 1.1 The Philosophy and intent of this Enterprise Agreement is to ensure that the terms and conditions of employment of staff covered by this Agreement, facilitate the achievement of SPC's Vision and Key Roles.
- 1.2 SPC's Values are the basis on which Manager's\Supervisors are expected to interpret and apply the terms and conditions in a fair and equitable manner.

## 2. VISION, KEY ROLES AND VALUES OF SPC

Sydney Port Corporation's vision is to be an internationally respected commercial port manager in all-operational and environmental aspects, and to provide facilities to promote and support trade growth for the benefit of the New South Wales economy.

### 2.1 Key Roles

- Manage and develop port facilities and services to cater for existing and future trade needs;
- Facilitate trade by providing competitive advantage to importers, exporters and the port related supply chain;
- Manage the navigational and operational safety needs of commercial shipping;
- Protect the environment and have regard to the interests of the community; and
- Deliver profitable business growth.

### 2.2 Corporate Values

In the conduct of its business and interaction with others, SPC is committed to:

- **Service** to its customers through reliable, professional and courteous attention;
- **Excellence** by being progressive and encouraging alternative solutions to complex issues;
- **Respect** for the individual worth and honest contribution of all employees;

- **Vigilance** in promoting a safe environment for personnel and community;
- **Integrity** through nurturing the highest standards of conduct and ethics;
- **Challenge** barriers and impediments to progress; and
- **Exceed** expectations.

### 3. OBJECTIVES OF THIS AGREEMENT

3.1 SPC in conjunction with the Unions are committed to developing an organisation which:

- Encourages service excellence in a co-operative and flexible environment;
- Maintains high ethical and behavioural standards;
- Operates at least as efficiently as any comparable businesses;
- Provides first class quality service to SPC's customers;
- Maximises the net worth of New South Wales' investment in SPC;
- Exhibits a sense of social responsibility by having regard to the interests of the community in which it operates and by endeavouring to accommodate these when able to do so;
- Promotes and facilitates trade through its port facilities; and
- Meets the objectives for Statutory Corporations, in Section 20E of the *State Owned Corporations Act, 1995*

3.2 To fulfil these objectives the parties are committed to:

- Work redesign to incorporate the changing nature of work and changing work practices including where appropriate benchmarking to national or international industry standards.
- Flexible work practices designed to meet the needs of business and employees including but not limited to deploying and utilising the employees to meet business requirements.

Skills development and training to address skill gaps, promote career development and provide appropriate training opportunities for all staff.



- A remuneration system that is fair and equitable, market driven, transparent and provides rewards for achievement of pre-determined performance goals.

#### 4. SCOPE OF THIS AGREEMENT

##### 4.1 Title & Structure

This Agreement will be known as the Sydney Ports Corporation Enterprise Agreement 2001 – 2004. This Agreement is in three parts. Part 1 is applicable to all employees covered by this Agreement. Part 2 deals with issues not covered in Part 1 applying to MO Levels 1 to 7 and Port Officers 1 and 2. Part 3 deals with issues not covered in Part 1 and Part 2 for Professional and Technical and Maritime Professional Staff.

##### 4.2 Term

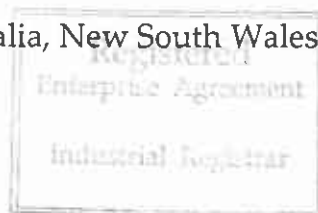
- 4.2.1 This Agreement will take effect from and on the date of registration by the Industrial Relations Commission of New South Wales and will remain in force until 30 June 2004.
- 4.2.2 The parties will commence negotiations on a new agreement no later than **four** months prior to the nominal expiry date of this Agreement.
- 4.2.3 The Agreement shall continue to apply after the Nominal Expiry date until a replacement agreement is finalised or as otherwise agreed.

##### 4.3 Parties to the Agreement

4.3.1 The Parties bound by this Agreement are SPC and the following unions:

- Association of Professional Engineers, Scientists and Managers Australia (NSW Branch)
- Australian Maritime Officers Union of New South Wales
- Australian Services Union of New South Wales
- Seamen's Union of Australia, New South Wales Branch

("The Unions")



##### 4.4 Coverage

4.4.1 The Agreement applies to all SPC employees covered by any Parts of this Agreement excluding:

- (a) Executives and Senior Managers (refer to Clause 1.1.2 in Part 3)

- (b) Those persons whose contracts are for a specified period.  
(Temporary Employee – refer to Award Clause 10.4)

4.5 Relationship to the Award and Long Service Leave Certified Agreement.

This Agreement is to be read in conjunction with the *NSW Ports Corporations Award 2001* as varied from time to time and the *Sydney Ports Corporation Long Service Leave Certified Agreement 1999* but will override that Award to the extent of any inconsistency.

- 4.6 Headings are for convenience only and do not affect the meaning and interpretation of this Agreement.

**5. EMPLOYMENT & PERFORMANCE OF DUTY**

- 5.1 SPC will provide employment on a full time, part- time, temporary or casual basis. The classification, remuneration and conditions of employment shall be clearly stated at the commencement of employment.

- 5.2 If required by SPC an employee will work from another location other than the one identified at the commencement of employment.

- 5.3 If required by SPC an employee will undertake duties other than those specified in their Position Description. These duties will be within the range of the employee's skill, competence, training and experience.

- 5.4 SPC may redesign roles and create new roles from time to time: Industrial Registrar

5.4.1 In anticipation of, or response to, changing business needs; and

5.4.2 To identify and group skills into new or changed roles.

If a role is redesigned then the Position Description will be updated to reflect the change and evaluated using the Mercer Cullen Egan and Dell (MCED) system of evaluation.

- 5.5 All employees will comply with the SPC Code of Conduct.
- 5.6 Employees are required to observe, support and implement the SPC Health and Safety Management Plan and to observe, support and follow the statutory provisions contained in the Occupational Health and Safety Act 2000 (as amended) or other relevant legislation.
- 5.7 SPC and the Unions acknowledge that the PSOL requires SPC to provide 24 hour a day, 7 days a week services and that no action will be taken that will prevent continuity of service in the terms of SPC's PSOL. SPC will consider any unreasonable failure to meet this requirement to be a refusal to perform duties or work as directed and disciplinary procedures may be followed in such instances.



5.8 SPC and the Unions will make every effort to ensure a work environment free of industrial disputes and that consultation and cooperation occurs on key business issues. If need be, Clauses 30 and 31 Grievance Handling and Dispute Resolution Procedures will be used respectively.

**6. HOURS OF WORK – DAY WORKERS**

Any ordinary hours may be worked on any one-day (Monday to Friday) between the hours of 7am to 7pm (known as “Bandwith”).

**7. ANNUAL LEAVE (see also Clause 18 of the Award and The Annual Leave Policy)**

7.1 All continuous shift workers will be entitled to 190 hrs (25 days) annual leave for each completed year of service.

7.2 All day workers will be entitled to 140 hrs (20 days) paid leave for each completed year of service.

7.3 All employees must take their annual leave each year, unless authorised by SPC to accrue such leave. A maximum accrual of 210 hrs (30 days) leave for day workers and 266 hrs (35 days) for shift workers can be held at any one time.

7.4 Shift workers (12 hours shifts) will be debited a maximum of 4.4 hours leave if a rostered shift falls on an observed Public Holiday.

**8. LONG SERVICE LEAVE (see also Clause 23 of the Award, Long Service Leave Act of NSW (1955), and Sydney Ports Corporation Long Service Leave Enterprise Agreement 1998 – 2001).**

8.1 Employees are entitled to Long Service leave as follows:

Period of Service	Accrual
After ten years service	Day workers (35 hour employees) 308 hours (44 working days)
	Shift Workers (38 hr employees) 334.4 hours (44 working days)
For every further completed year of service	Day Workers (77 hrs) 11 working days
	Shift workers (83.6 hours) 11 working days

Upon termination, an employee is entitled to receive payment for any accrued but untaken entitlements to Long Service Leave as is detailed above.

7.2 Incoming employees from other Public Sector organisations or exiting employees of SPC may, subject to the agreement of both employers and upon

confirmation of entitlement and receipt of payment of equivalent monetary value, transfer entitlement and recognise service as continuous for the purpose of continuing Long Service Leave accrual. Such claim can only be made within six months of commencing service with SPC, or for departing employees, within six months of commencing new employment, and, provided there was no more than five working days break between ceasing or commencing employment. The onus of proof is on the employee. The Chief Executive Officer or his nominee can only grant approval.

**9. SICK LEAVE (see also clause number 19.3 of the Award)**

- 9.1 Full time employees shall, subject to this clause, be entitled to 35 hours (Day Workers) sick leave and 38 hours (Shift Workers) sick leave on full pay for each year of service, cumulative over a 3 year to date basis. Part time employees shall, subject to this clause, be entitled to a proportionate amount of sick leave.
- 9.2 The sick leave provisions are designed to remove any abuses of sick leave and to provide paid leave for genuine illness.
- 9.3 Where illness occurs, Sick Leave may be available as required. Each individual case shall be reviewed in accordance with the following procedures:
- 9.3.1 It is an employee's responsibility to report their inability to attend work in order to qualify for payment.
- 9.3.2 Where an employee is unable to report for work through illness, this shall be reported to the supervisor/team leader within one hour of the normal commencement time. In the case of Shift Workers, where practical, notification shall be made prior to the end of the previous shift. The delegated manager may approve for the payment of Sick Leave.
- 9.3.3 Documented medical evidence and/or a medical examination by a medical practitioner will be necessary where required by SPC.
- 9.4 In the case of long-term illness, the continuation of paid sick leave will be determined on a case by case basis.
- 9.5 Subject to the approval of the Chief Executive or delegated manager, upon the production of medical evidence, an employee suffering serious long term or terminal illness may be granted sick leave of up to 420 hours (Day Workers) or 456 hours (Shift Workers) as follows:
- 9.5.1 In the case where there is a prospect of the employee returning to duty this situation will be monitored and reviewed on a regular basis.

9.5.2 Where there is no prospect of a return to work, the employee will be assisted to make a claim for illness or disability under the terms of the SPC's Income Protection Plan or Superannuation Fund illness/disability/early retirement provisions.

**10. INCOME PROTECTION (see also policy on Income Protection)**

- 10.1 In the event of illness or incapacity, where income protection insurance is not an option provided by the employee's nominated superannuation fund, SPC will provide Income Protection Insurance to the limits prescribed by the SPC's Policy in the terms detailed in the Policy document.
- 10.2 Eligibility for entry to SPC's Policy will be subject to an application by an Employee in the terms required by SPC's nominated insurer and acceptance of the Policy proposal and the Employee, by the Insurer.
- 10.3 SPC will limit its premium contribution to 1% of the individual Employee's base salary. Any additional premium cost shall be paid by an employee as a salary deduction. SPC shall describe the full range of additional coverage to employees.
- 10.4 Eligibility for payment under the terms of the Policy shall not be available until three months after the illness/injury occurs and will be subject to the usual Policy rules and acceptance by the Insurer.
- 10.5 Claims payment will be at the levels stipulated by the insurer in the Policy Document.
- 10.6 On acceptance of a claim by the Insurer and commencement of income protection payments, any sick leave or other payments ordinarily made by SPC will cease.

**11. PUBLIC HOLIDAYS (see also Clause 22 of the Award)**

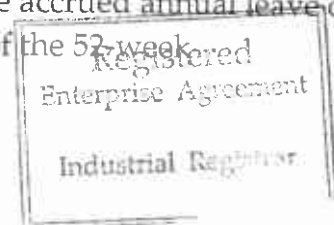
Employees of SPC will be granted all NSW Gazetted Public Holidays.

**12. PARENTAL LEAVE (see also Policy on Parental Leave and Clause 20 of the Award)**

- 12.1 Unpaid parental leave will not count as service for the accrual of entitlements. However, it does not break the continuity of service.
- 12.2 Paid Maternity Leave

Employees entitled to take maternity leave may take accrued annual leave or long service leave on either half or full pay as part of the 52-week entitlement.

- 12.3 Paid Adoption Leave:



On the adoption of a child, employees will be entitled to receive 105 hours for day workers and 114 hours for shift workers of paid adoption leave at the commencement of the parental leave.

**13. AGED AND DEPENDENT CARE LEAVE: (see also Personal Leave Policy and Clause 19.5 of the Award)**

13.1 Aged and Dependent Care Leave ("A & D C Leave") may be provided to employees for the purpose of taking care of short term sick, injured or aged dependents or family members.

13.2 Paid leave will be available for up to a maximum of:

13.2.1 35 hours per annum for day workers

13.2.2 38 hours per annum for shift workers

13.3 Aged and Dependent Care Leave does not accumulate from year to year.

13.4 All leave taken will be considered as a full day (i.e. 7 hours for day workers) and (12 hours for shift workers).

13.5 For periods of less than one day, TIL or flexible working hours shall be utilised.

**14. BEREAVEMENT LEAVE**

An employee is entitled to paid leave of up to 21 hours for day workers and 36 hours for shift workers to attend the funeral and deal with issues in connection with the death of an Immediate Family Member.

**15. LEAVE WITHOUT PAY (see also Annual Leave Policy)**

Leave without pay will only be granted at the discretion of SPC and for periods exceeding one working day or shift, where all other forms of paid leave or flexible working options have been exhausted. Leave without pay will not count towards service for the purposes of leave accrual. However, it does not break the continuity of service.

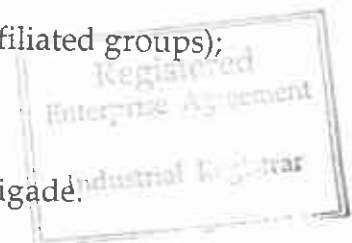
**16. EMERGENCY SERVICES LEAVE**

16.1 Leave of up to 35 hours (for day workers) or 38 hours (for Shift Workers) in any calendar year may be paid for attendance at compulsory training and emergencies as required by the:

16.1.1 Volunteer Rescue Association of NSW (or affiliated groups);

16.1.2 State Emergency Service; or

16.1.3 Bush Fire Brigade or NSW Volunteer Fire Brigade.



- 16.2 This leave will not accumulate from year to year.
- 16.3 An employee must apply for this leave and provide details of the planned training programs including dates, duration and a letter from the relevant authority.
- 16.4 If there is an emergency and an employee requires additional leave then SPC will consider the employee's request on a case-by-case basis.
- 16.5 Emergency services leave incorporates any necessary 'rest' period after the completion of duty or training prior to the employee's return to his or her normal duties at SPC.

## 17. COMMONWEALTH, OLYMPIC, PARALYMPIC GAMES

Competitor or officials selected to represent Australia at recognised international sporting events will be entitled to up to 700 hours (day workers) or 760 for shift workers unpaid leave in any four-year period. Appropriate documentation supporting the application needs to be provided.

## 18. MILITARY LEAVE

Employees who are part time members of the Australian Defence Forces Reserve may be granted up to two weeks unpaid leave (14 calendar days including weekends) in any calendar year when required to attend training. An employee must apply for Military Leave and after the leave must provide SPC with:

- Proof of the employee's attendance authorised by appropriate divisional commander; and
- Details of any payments made to the employee in respect of the training.

## 19. TRADE UNION TRAINING LEAVE

Paid leave may be granted up to a maximum of 84 hrs (Day Workers) or 91.2 hrs (Shift Workers), in any period of two years to an Employee to attend short Trade Union Training courses or seminars conducted by or with the support of the ACTU, subject to the following conditions:

- 19.1 The operating requirements permit the granting of leave.
- 19.2 That the scope, content and level of the short course is such as to contribute to a better understanding of Employee Relations and be of benefit to SPC as a whole.
- 19.3 Leave granted for trade union training will count as service for all purposes.
- 19.4 The Employee concerned will meet expenses associated with attendance at such courses or seminars but leave may include travelling time necessarily required during working hours to attend such courses or seminars.

- 19.5 Applications for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such course or seminar and support the application.
- 19.6 SPC will solely determine whether conditions 18.1 and 18.2 have been met.

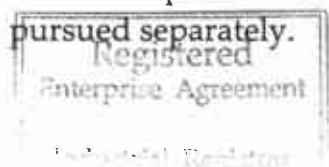
## 20. EMPLOYMENT SECURITY (see also clause 11 of the Award)

### 20.1 Employment Levels

- 20.1.1 SPC determines the organisational structure and employment levels based on its business needs from time to time. Where this determination reduces the overall staff numbers, consultation will occur with employees and unions concerning employment levels.
- 20.1.2 For the term of this Agreement, employee reductions will be in accordance with current practice of reduction through natural attrition, redeployment, voluntary redundancy, or retirement.
- 20.1.3 All current permanent employees of SPC, both full-time and part-time, will have security of employment for the term of this Agreement.
- 20.1.4 Any employee whose position changes substantially or is not required during the term of this agreement, may be transferred to other positions within SPC or offered Voluntary Redundancy in accordance with the provisions of this Agreement.
- 20.1.5 This undertaking will not have any effect on the process of performance of disciplinary matters, which are pursued separately.

### 20.2 Voluntary Redundancy

- 20.2.1 SPC provides a number of support services, which can be accessed by staff who are supernumerary as a result of restructuring and/or organisational change.
- 20.2.2 An employee who accepts voluntary redundancy is entitled to the current SPC Voluntary Redundancy Package (which does not include an entitlement to leave loading which is already included in the Personal Salary used for the calculation of entitlements and other benefits).
- 20.2.3 In the event that SPC is required to reduce numbers of employees through restructuring, the parties to this Agreement reserve the right to renegotiate Clause 20.2.2.



20.2.4 Where as a result of restructuring, a position which did not have an equivalent in the old structure is created, or a new position results, the order for filling the vacancy shall be as follows:

- (a) Through redeployment or transfer of a supernumerary employee where the Personal Salary of the employee so transferred is greater than the salary for the position and the competencies of the position are held by the employee or can be obtained in 3 months.
- (b) For 12 months following the date of transfer, there will be salary maintenance. Following this, the Personal Salary paid to the employee will reduce to the salary level for the position unless otherwise agreed.
- (c) Where more than one employee is available for redeployment, selection will be based on merit and skill levels.

**21. WORKING CONDITIONS FOR SHIFT WORKERS (see also Clauses 16.9 and 16.10 of the Award and the Policy on Hours of Work)**

- 21.1 The provisions of this clause apply to Shift Workers in the Port Service Unit and Harbour Control for working conditions not taken into account through Job Evaluation Outcomes, Shift Allowances and Weekend Penalties.
- 21.2 All shift workers covered by this Agreement will continue to receive payment equivalent to one wage movement for a Maritime Officer level. Such a payment is in addition to the Job Evaluation outcome and Shift Loading and Penalty Allowance. This is called the working conditions component.
- 21.3 The Working Conditions component for Shift Workers covers all additional hours worked to ensure continuity of service to customers, cover peak work loads, working on shifts other than those originally rostered to deal with exigencies, call-ins to maintain minimum shift numbers, coverage of holiday leave, training courses, short term relief for sick leave and other emergency situations or absences. It also covers participation as a delegate in Consultative or OH&S Committees and other such initiatives.
- 21.4 It is the expectation of the parties that additional hours will comprise the equivalent of one additional twelve- hour shift per shift worker per month averaged over a twelve-month period. Time off in lieu will not be considered until an average of one additional shift per month or a total of 144 hrs, has been exceeded.
- 21.5 Shift workers will undertake training outside normal hours where required. Management shall, however, endeavour to schedule training during normal hours or in conjunction with normal hours.

## 21.6 Continuous Shift Work

21.6.1 All continuous shift work is on the basis of 12-hour shifts and except by agreement, Shift Workers shall not be rostered to work more than 4 shifts in any seven-day period.

21.6.2 Continuous shift workers shall perform additional periods of duty to meet operational requirements e.g. To complete tasks already commenced, respond to emergency conditions, for the purpose of handing over shifts, or to make up the completion of the next/previous shift.

20.6.3 No extra payment over and above the Personal Salary shall be paid to Shift Workers for any additional hours worked in accordance with this sub-clause.

## 20.7 Shift Patterns & Rosters

Shift rosters may be varied to cover short-term absences of other Teams or team members, etc.

Shift patterns will be established taking into consideration business and employee requirements.

20.8 Shift workers will be entitled to a paid break of up to 1.5 hours per shift which may be taken consecutively or in broken periods as agreed with the employee's shift supervisor.

## 22. JOB EVALUATION

22.1 Where an employee and their Manager agree that accountabilities of the position have substantially changed, the position will be evaluated using the SPC Job Evaluation system.

22.2 Job evaluation involves the systematic comparison of positions based on work value, in order to determine the appropriate sizing and comparative level of the position.

22.3 The Job Evaluation System used by SPC is the Mercer Cullen Egan and Dell System. (MCED)

22.4 The system utilises the broadly recognised methodology, taking into account eight factors grouped into three categories:

### 22.4.1 *Expertise*

- Knowledge and experience
- Breadth
- Interpersonal and communication skills





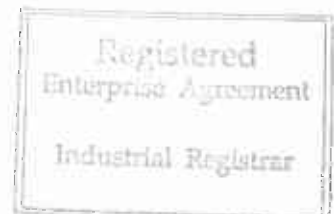
#### 22.4.2 *Judgement*

- Job Environment
- Reasoning

#### 22.4.3 *Accountability & Responsibility*

- Independence & influence
- Impact
- Involvement

- 22.5 A group of employees have been trained in the Job Evaluation procedures. From time to time, external persons qualified in the Job Evaluation System may be invited to participate in the evaluation process to maintain system integrity and to assist in the evaluation process.
- 22.6 Results of Job Evaluation will be communicated to existing incumbents or, used as a guide when advertising salaries for vacant positions.
- 22.7 Grievance Handling and Dispute Resolution process contained in this Part of this Agreement shall be used to resolve any difficulties arising from this process.
- 22.8 A job evaluation panel will evaluate each position and will consist of:
- General Manager Human Resources or a representative from Human Resources.
  - Job Expert
  - Independent person from Mercer Cullen Eagan and Dell
  - A staff representative from at least one grade above the position and who is chosen by the MCED trained SPC staff representatives
- 22.9 Those staff whose positions may be evaluated at levels lower than the present level of the position, notwithstanding the outcome of the evaluation, will maintain their current salary as Personal Salary. Future recruitments for these positions will, however, be on the evaluated level of the position.
- 22.10 Staff will not be red circled as a result of this evaluation.
- 22.11 Those staff whose positions are evaluated at a higher level than at present will move to those grades.



**23. TERMINATION OF EMPLOYMENT (see also Clause 12 of the Award and Separation Policy)**

**23.1 Payment on Termination:**

- For day workers (35 hrs per week) termination payments are calculated on the base salary of an employee and exclude allowances, penalties and Team and individual payments.
- For shift workers (38 hrs per week) termination payments are calculated on the aggregate salary of an employee and include shift allowances, and penalties but exclude individual "at-risk" performance payments.
- All termination payments for part-time employees shall be calculated on a pro-rata basis of the Full-Time Employee at the full-time rate of pay.

**24. PART TIME EMPLOYMENT**

Part time employees will be employed for a guaranteed minimum weekly period of no less than 20% of the ordinary hours of full time employees. No part time employee will be required to work for less than 2 hours on any rostered day.

**25. TEMPORARY EMPLOYEES (see also clause 10.4 of the Award)**

The term of a Temporary Employee may be shortened or lengthened by agreement between the employee and SPC or on one week's notice by SPC, but does not confer any right or expectation of continued employment beyond the agreed term.

**26. ALLOWANCES**

**26.1 First Aid Allowance**

First Aid Allowance will be paid annually to appointed first aid officers. As at 1 July 2000, the annual First Aid Allowance was \$494. The amount of the First Aid Allowance will increase each year of the Agreement to the same extent as Base Salary. The table below shows the allowance per year adjusted by 2.5% per annum.

<b>First Aid Allowance</b>	<b>FFPP AFTER 1.07.01 \$PA</b>	<b>FROM FFPP 1.07.02 \$PA</b>	<b>FROM FFPP 1.07.03 \$PA</b>
All eligible employees	506	519	532

## 26.2 Community Language Allowance Scheme ("CLAS")

Employees who are required by SPC to use, read and interpret another language in the course of their duties and who have received a certificate from the approved testing authority will be paid an annual allowance pursuant to CLAS. As at 1 July 2000, the annual allowance under CLAS was \$749.

C.L.A.S.	FROM FFPP 1.7.01 \$PA	FROM FFPP 1.7.02 \$PA	FROM FFPP 1.7.03 \$PA
All eligible employees	769	788	808

The above allowance incorporates adjustments at 2.5% per annum.

## 26.3 Shift Loading and Penalty Allowance

The all-inclusive shift loading, penalties and disabilities allowance, is expressed as a separate annual payment and shall be paid to eligible employees as follows. The allowance has been calculated taking the economic adjustment into account:

Shift workers Position Description Title	FFPP After 1.07.01 \$PA	From FFPP 1.7.02 \$PA	From FFPP 1.7.03 \$PA
Port Officer Entry	16,264	16,671	17,088
Port Officer 1	16,264	16,671	17,088
Port Officer 2	18,666	19,131	19,609
Communication Superintendent and Marine Service Shift Supervisor	19,660	20,150	20,654

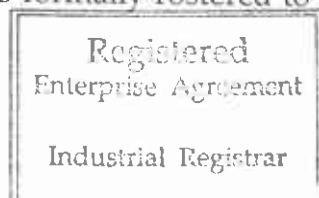
The above allowance incorporates adjustments at 2.5% per annum.

This allowance incorporates all considerations including physical working conditions, shiftwork arrangements and 24-hour operations.

## 26.4 On-Call Allowance

### 26.4.1 Application – Support of I.T. Systems:

This allowance applies to an IT employee who is formally rostered to be 'on-call' on a 7day 24- hour basis only.



The Allowance is not applicable where an employee may be required from time to time to carry out duties outside of their normal hours - normal work, overtime and/or time in lieu/flexible leave arrangement provisions will apply.

#### 26.4.2 Allowance:

The Allowance is \$285 per week and is paid based on the formal rostering and completion of a 7 day week on-call roster and incorporates the following:

- The requirement to be 'on-call'.
- Initial phone contact made outside of normal business hours (on each separate occasion).
- First level 'dial-up' up to a 30- minute period (on each separate occasion).
- Will be adjusted in line with the economic adjustment of 2.5% in July 2002 and July 2003.

#### 26.4.2 Call- Out:

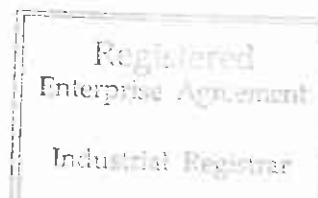
Call out will be paid when the employee is required to attend on-site for the purpose of resolving a technical issue. It will also be paid where extended 'dial up' is utilised to resolve a technical issues but extends beyond a 30-minute period (as defined above). For use of own car SPC Policies shall apply.

For all logged calls only, payment for call-outs will be: -

- Monday to Friday – paid at overtime rate on current hourly base rate of pay in 15- minute increments.
- Saturday and Sunday – paid at overtime rate on current hourly base rate of pay in 15- minute increments.
- Minimum payment will be for two (2) hours – will commence at start of the journey.
- Will incorporate travel time.

#### 26.4.3 Effective Date

The on-call allowance comes into effect with effect from the certification of this Agreement.



## 27. RELIEVING (HIGHER DUTIES)

27.1 An employee is entitled to an allowance in respect of a relieving and/or interim appointment (known as Higher Duties) if :-

- (a) The position in which the employee is relieving is higher in job value than the employee's appointed a position; and
- (b) The payment of Higher Duties Allowance is approved and signed off by the employee's Unit General Manager.
- (c) Higher Duties Allowance will be paid for all time off in lieu accrued by an employee while occupying the higher position.
- (d) If an employee performs Higher Duties and it is considered part of the employee's development, the employee will not be paid relieving allowance if the relief period is of duration of 5 days or less or three consecutive shifts.
- (e) After the developmental period:
  - (i) For day workers relieving or higher duties covers the short term (5 consecutive working days) absence of an employee, or during the process of job analysis, or during the process of Job Analysis, redesign, evaluation and subsequent filling of a vacancy, where the period is expected to be less than 3 months.
  - (ii) For Shift workers, relieving or higher duties covers short-term relief for each completed shift when relieving duties are performed.
- (f) Where specific relief duties are included in an employee's Position Description, the employee will not be paid relieving allowance.
- (g) The amount of higher duties allowance will be determined by the Unit General Manager and will be calculated based on the percentage of higher duties actually [required to be] performed by the employee.

## 28. PAYMENT OF SALARIES

28.1 Employees will be paid fortnightly only by electronic funds transfer to a bank or non-bank financial institution of the employee's choice.

### 28.2 Deductions

The Corporation will offer a maximum of seven regular and direct deductions from an Employee's net salary, including but not limited to:

- (i) Medical benefits



- (ii) Insurance benefits
- (iii) Banks or financial institutions
- (iv) Union membership
- (v) Gym or sporting fees.

## 29. SALARY PACKAGING

Subject to meeting SPC's requirements and complying with Australian Taxation Office rulings, limited salary packaging options may be arranged at the written request of an employee. All liability for fringe benefits tax rests with the staff member.

## 30. CONSULTATION & WORKPLACE REPRESENTATION

### 30.1 SPC Consultative Committee

SPC recognises the value of involving its employees in communication and discussions on issues that affect them. The vehicle for this is a Consultative Committee.

30.2 The SPC Consultative Committee (SPCC) shall comprise representatives from management, an official of the AMOU, APESMA, ASU and MUA, and staff representatives and shall meet at least once in each quarter as deemed appropriate by each group.

30.3 The SPC Consultative Committee will operate observing the existing constitution and operating guidelines as reviewed from time to time.

30.4 The SPC Consultative Committee will deal with, but not be limited to, the core issues of the Agreement and their application across Sydney Ports. The SPC Consultative Committee shall form sub-committees that shall deal with policy development matters, OH&S issues or any other delegated matters.

## 31. WORKPLACE REPRESENTATIVES

31.1 SPC recognises the importance of workplace representatives and therefore provides the following support subject to prior approval by the General Manager Human Resources.

31.1.1 Allowing union delegates reasonable opportunity to carry out SPC related general union business on-site at times mutually convenient to the employee and SPC.



31.1.2 Allowing employees reasonable time to attend meetings called by their union(s) or the SPC Consultative Committee.

31.1.3 Allowing employees to attend the Industrial Relations Commission of New South Wales if they are required as a witness or to assist the union advocate on matters affecting SPC.

31.2 In recognition of the role of union delegates, SPC will allow reasonable time off with pay so that union delegates may attend to legitimate union business as long as.

31.2.1 Safety and operational requirements are not prejudiced;

31.2.2 SPC considers that the request is reasonable and leads to more constructive employee relations; and

31.2.3 Attendance at the Industrial Relations Commission is limited to no more than two representatives on each occasion.

31.3 A union must advise the General Manager Human Resources of SPC as soon as practicable after any change or new appointment of employees as workplace representatives and provide the General Manager Human Resources with the following information:

31.3.1 The new delegate's name.

31.3.2 The name of delegate replaced or, if applicable, the new or additional position.

31.3.3 The work location and telephone contact number of the delegate.

31.3.4 The work group for which the delegate is responsible.

## **32 GRIEVANCE HANDLING (see also the SPC Grievance Policy)**

Individual grievance handling issues are to be handled in accordance with SPC Policy on Grievance.

## **33 DISPUTE RESOLUTION PROCEDURES (see also clauses 8.1 and 8.2 of the Award)**

**33.1 Objectives of this procedure** – To provide a mechanism for handling industrial disputes.

**33.2 Procedures**

**33.2.1 Step 1** – Employees or their Union Delegate should contact the relevant supervisor in the first instance. The supervisor must



commence to deal with the dispute as quickly as possible, usually within 24 hrs of being notified.

**33.2.2 Step 2** – If the dispute is unresolved, the Employees or their representative may approach the Unit Manager or equivalent to resolve the dispute. Where the grievance has industrial or human resource implications, the Unit Manager shall consult the Human Resources Unit to arrange discussions between the relevant parties as soon as practicable.

**33.2.3 Step 3** – At this point, if the dispute remains unresolved the General Manager Human Resources shall inform the Chief Executive Officer and the employees may refer the matter to the SPC Committee for resolution.


**33.2.4 Step 4** – Discussions between the Union Official and senior management shall be held.

**33.2.5 Step 5** – If the matter is unresolved the parties may agree to seek the assistance of an agreed mediator.

**33.2.6 Step 6** – Nothing in these procedures shall preclude any party from taking any matter to the Industrial Commission.

#### 34 SUPERANNUATION (refer to Clause 15 of the Award)

Unless otherwise agreed only the following Superannuation Schemes shall be recognised and utilised for Employer contributions and shall, subject to individual fund eligibility rules, be available to the employees.

- 
- (i) First State Super (FSS) – NSW
  - (ii) State Authorities Superannuation Scheme (SASS) – NSW
  - (iii) State Superannuation Scheme (SSS) – NSW

#### 35 EMPLOYEE POLICIES

Any changes to the SPC Employee Policies or any proposed new policies shall be reviewed by the parties in the SPC Consultative Committee. If agreement is not reached on such changes, the Dispute Resolution Procedures shall apply.

#### 36 DICTIONARY

All terms defined in the Award have the same meaning in this Agreement.

**36.1** **Award** means the NSW Port Corporations Award 2001 as varied from time to time.



- 36.2 **Base Salary** is the employee's annual salary determined as a result of Job Evaluation. Fortnightly pay rates are calculated by dividing the annual base salary by 365.25 and multiplying by 14. The hourly rate is calculated by dividing the fortnightly rate by 70 (for 35 hour per week employees) or 76 (for 38 hour per week employees) depending upon the working hours applicable to each classification.
- 36.3 **Business Unit or Unit** means a discrete operating group within SPC.
- 36.4 **Employee** means any person who is an Employee as defined in the Award.
- 36.5 **Immediate Family Member** includes an employee's spouse (including same sex partner), De-facto, Child or adult child (including adopted, step-child, foster child or exnuptial child), Parent, In-Laws, Grandparents, Sibling of employee or spouse, relative who is a member of the employee's household.
- 36.6 **Personal Salary or Superable Salary** means any salary incorporating the Base Salary, cost of living adjustments, organisation performance payment, on-call allowance, shift allowance or working conditions component, or Community Language Allowance Scheme, but shall not include First Aid Allowance.
- 36.7 **PSOL** means the *Port Safety Operating Licence*.
- 36.8 **SPC** means Sydney Ports Corporation.
- 36.9 **Team** means a group of employees who work on a specific task\ s who are working to achieve a common outcome or goal. Teams may be a Section sub group, a Unit sub group, or a multi disciplinary group of employees selected from a number of Business Units.



# SYDNEY PORTS CORPORATION

## Enterprise Agreement 2001 – 2004

Part 2 – Applies to SPC Employee Levels 1 to 7 and Port Officers



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## 1. SCOPE OF THE AGREEMENT

### 1.1. Title & Coverage

1.1.1 This part of this Agreement will be known as the Sydney Ports Corporation Enterprise Agreement 2001 – 2004 : Part 2.

1.1.2 Part 2 of the Agreement covers:

- Existing and new employees on MO Levels 1 to 7.
- Port Officers 1 and 2 under the Enterprise Agreement 1998 – 2001.

### 1.2 Parties to the Agreement

1.2.1 The parties to Part 2 of this Agreement are SPC and the following Unions:

- Australian Maritime Officers Union of New South Wales
- Australian Services Union of New South Wales
- Seamen's Union of Australia New South Wales Branch

### 1.3 Relationship to the Agreement and the Award

This part of the Agreement is to be read in conjunction with Part 1 and the Award 2001, as varied from time to time. Where there are inconsistencies the provisions of Part 2 shall prevail.

### 1.4 Objectives

The objective of this Part of the Agreement is to document employment provisions applicable to Maritime Officer Levels 1 to 7 and Port Officer's 2 employed within the Port Services Unit.

## 2. REMUNERATION

### 2.1 Remuneration Model

For this part of this agreement, the SPC remuneration model shall comprise of the following:

2.1.1 Base Salary – Base salary incorporating economic adjustments with effect from the FFPP on or after 1st July 2001 is shown in the table below:



	Maritime Officer Level	LEVEL A \$PA	LEVEL B \$PA	LEVEL C \$PA
Maritime Officer Level	1	21324	22616	24770
Maritime Officer Level	2	27770	30387	33255
Maritime Officer Level	3	35279	36947	38611
Maritime Officer Level	4	39722	41596	43471
Maritime Officer Level	5	44721	46830	48936
Maritime Officer Level	6	50341	52716	55090
Maritime Officer Level	7	56674	59344	62013
Port Officer 2		63791	N.A.	N.A.

- This salary structure is based on the move from the OCR system to the MCED system as negotiated in the Enterprise Agreement 1998 to 2001.
- There will be no loss of salary to staff as a result of the implementation of the MCED system.
- Shift Allowances and working conditions shall continue to apply to all shift staff covered by this Part of this Agreement.
- There will be no loss of salary when an employee is promoted.
- In moving from the OCR system to the MCED system, the following principles will apply:
  - All positions at MO Levels 1 to 7 (not including Port Officer 1 and Port Officer 2 positions) will be evaluated using the MCED system. The principles of this system are captured in Part 1 of the Agreement.
  - A sample of like positions will be reviewed to ensure consistency. Where changes are made to Position Descriptions, the employee and their supervisor will sign these off prior to evaluation.
  - The relevant Unions if required will review the outcomes of the evaluation. The General Manager Human Resources will also review the outcome of each evaluation.

## 2.1.2 Transition Arrangements

These arrangements are transitional only and will remain in force throughout the duration of this agreement:

2.1.2.1 Points to Grade Table – The points to grade table will change from the existing OCR to a CED table. This change will not alter the salary structure shown above.

2.1.2.2 Job Evaluation – A Job evaluation will be conducted for all current SPC jobs (not including Port Officers 1 and 2) covered by this Part of the Agreement.



### 2.1.3 Economic Adjustment

The Enterprise Agreement will deliver three economic adjustments as per the following schedule:

With effect from the first full pay period on or after 1 <sup>st</sup> July 2001	With effect from the first full pay period on or after 1 <sup>st</sup> July 2002	With effect from the first full pay period on or after 1 <sup>st</sup> July 2003
2.5% on base	2.5% on base	2.5% on base

### 2.1.4 Organisation Performance Payment

All staff shall be entitled to the same Organisation Performance Payment as follows:

- a) There will be three Organisation Performance Payments of up to 0.5% fixed to base as shown below:

2000/01	-November 2001]	Actual timing of
2001/02	-August 2002]	payment is based
2002/03	-August 2003]	on achieving Board approval.

- b) The criteria for payment of Organisation Performance Payment for the year from 1<sup>st</sup> July 2001 to 30<sup>th</sup> June 2002 will be as follows:

(i) No more than 3 Lost Time Injuries - 0.16%

(ii) Sick leave rolling average of less than 2.5 days per annum per employee (excluding Long term sick leave) – 0.17%

(iii) No major breaches (Non-conformances) against the Port Safety Operating Licence – 0.17%.

- c) For the financial year 2002/03 and 2003/04 Organisational Performance Payment criteria's will be determined and payment made as follows:

- At the commencement of the financial year, the SPC Consultative Committee will meet to determine the goals for the financial year.
- These goals will be announced to all staff as soon as they are set.



- A recommendation will be made to the SPC Board of Directors based on performance achieved as per (a) above.
- The percentage payment agreed to, will be added to base in the first full pay period following Board approval.
- In the third and final year of the agreement, whilst the SPC Consultative Committee will set goals, the percentage payment will not be determined until negotiations for the next Enterprise Agreement are concluded as shown in the schedule above.

2.1.5 Shift and Penalty Allowance and Community Language Allowance Scheme (CLAS) (Refer to Clause 25 in Part 1 of the Agreement). These allowances will be included in the personal Salary for the purpose of superannuation and leave payments.

2.1.6 First Aid Allowance (See also Clause 25 of Part 1 of the Agreement). This allowance is not included in the Personal Salary for the purpose of superannuation, leave or termination payments.

**2.1.7 Merit**

2.1.7.1 An employee applying for a suitable existing vacancy will be promoted on merit.

2.1.7.2 Merit Allowance increasing the base salary of an employee to the mid- level of the next higher level may be paid to an employee at the discretion of the Executive Committee based on:

- The consistent superior performance of an employee.
- A written recommendation by the supervisor/manager and the Unit General Manager through a report to the General Manager Human Resources detailing issues of merit.
- No substantial change to the duties and responsibilities of the position such as to warrant re-evaluation.



**3. ADDITIONAL HOURS – DAY WORKERS (see also Clause 16.6 of the Award)**

3.1 At the end of each cycle, hours worked in addition to the minimum hours will be taken, at a mutually convenient time, as time off in lieu. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. Where operational requirements do not allow for time off in lieu, the Unit Manager may approve payment at ordinary rates.

3.2 An employee may opt for time off in lieu for all accrued additional hours.

Accrual of additional hours will be limited to a maximum of three four-week cycles unless otherwise agreed between SPC and the employee. However in any 12-month period up to 252 additional hours may be paid at ordinary time.

**4. OVERTIME (see also Clause 17 of the Award)**

- 4.1 All overtime must be authorised by the Unit Manager/Supervisor in advance.
- 4.2 Overtime payments will be calculated excluding allowances and penalties.





# **SYDNEY PORTS CORPORATION**

## **Enterprise Agreement 2001 – 2004**

**PART 3 – APPLIES TO SPC PROFESSIONAL, TECHNICAL AND MARITIME  
PROFESSIONAL EMPLOYEES**



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## 1. SCOPE OF THE AGREEMENT

### 1.1 Title and Coverage

1.1.1 This Part of the Agreement will be known as PART 3 – PROFESSIONAL and TECHNICAL STAFF of the Sydney Ports Corporation 2001 – 2004 Enterprise Agreement (the Agreement).

1.1.2 Part 3 of the Agreement covers Professional and Technical staff in the following categories:

- Staff described as Maritime Officer Levels 8, 9 and 10 in the Sydney Ports Corporation 1998 – 2001 Enterprise Agreement other than Port Officer Grade 2;
- Staff with a base salary contained in Bands PT1 or PT2 or MP described in Clause 4.1.1 of this Part;
- Maritime Professionals that include Communications Superintendents and Marine Supervisors.
- Staff either now or in the future, who perform various Supervisory, Managerial, Professional and Technical functions within the Corporation.

### 1.2 Parties to Part 3

The Parties to Part 3 of this Agreement are the Sydney Ports Corporation and the Australian Maritime Officers Union of NSW.

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### 1.3 Relationship to the Agreement and the Award

This part of this Agreement is to be read in conjunction with Parts 1 and 2 of the Agreement and the Award 2001, as varied from time to time. Where there are inconsistencies the provisions of Part 3 shall prevail.

### 1.4 Objectives

The objectives of this Part of the Agreement are to create a flexible workplace culture for Professional and Technical staff and Maritime Professionals through:

- Flexibility of working time without maintaining timesheets.
- A flexible remuneration system appropriate to Professional and Technical staff and Maritime Professionals with market aligned base salaries and salary bands to enable flexibility, facilitate

recruitment and retention of staff and enable rewards to be applied equitably and fairly.

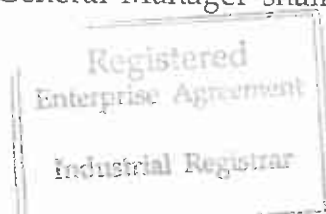
- A performance culture aligned to Organisation, Team and Individual performance that sets objectives and provides regular feedback and rewards for performance.
- Elimination of payment of overtime/additional time and time in lieu provisions as previously defined.

## **2 HOURS OF WORK**

- 2.1 Professional and Technical staff are required and eligible (subject to business needs) to work flexible hours within a twelve- hour span from 7am to 7pm. To fulfill SPC requirements they may be required on occasions to work beyond the spread of hours and be reasonably available for after hour's emergency call in (subject to clause 3).
- 2.2 From time to time, it will be necessary for employees to work on evenings and weekends or to represent SPC at functions or conferences and the like. The hours, which they are required to work to fulfill SPC requirements, are reflected in the Base Salary (clause 4.1.1) which includes payment for overtime, additional hours or TIL as previously defined.

## **3. FLEXIBLE LEAVE ARRANGEMENTS**

- 3.1 Each SPC Professional/Technical staff member (not including Maritime Professional staff who are subject to Shift Rosters) shall have available, subject to business requirements, flexible leave days off as agreed between the staff member and the General Manager of the Business Unit after taking into account the following:
  - When work is performed on a Saturday/Sunday/Public Holiday/Annual Leave Day – a day off in lieu.
  - After a period of additional hours above the base hours.
  - When as agreed.
- 3.2 It is the intention that Professional/Technical staff can take flexible leave arrangements of one day a month or otherwise as agreed to between the staff member and the Unit General Manager and accrue a maximum of two days. The General Manager shall not decline any reasonable requests.



## 4. REMUNERATION

### 4.1 Remuneration Model

For this part of the Agreement, the Sydney Ports Corporation Remuneration model will be comprised of the following:

#### 4.1.1 Base Salary Structure

The base salary structure (excluding superannuation) will comprise of three bands shown below:

<i>Band</i>	<b>MCED Job Points</b>	<b>Minimum</b> \$	<b>Midpoint</b> \$	<b>Maximum</b> \$
PT1	460-625	73,800	86,900	100,000
PT2	345-459	63,800	73,000	82,820
MP	345-625	63800	86900	100,000

- PT (1 and 2) means Professional and Technical staff.
- MP means Maritime Professional.
- The salary band structure is based on the move from the OCR system to the Mercer Cullen Egan and Dell -MCED system as negotiated in the SPC Enterprise Agreement 1998 to 2001.
- There will be no loss of salary to staff as a result of the implementation of salary bands.
- Shift allowances (clause 26.3 of Part 1) and working conditions component shall continue to apply to Maritime Professionals required to work shifts.
- There will be no loss of salary when an employee is promoted.
- The base salary for each Professional and Technical staff is in full payment for all overtime and additional hours and TIL as previously defined.
- In moving from the OCR to the MCED system and to the banding salary structure, the following principles will apply:



- All positions at MO Levels 8 to 10 will be evaluated using the MCED system of evaluation. The principles of this system are captured in Part 1 of this Agreement.
- Professional and Technical staff covered by this Part of this Agreement will be assigned to either band PT 1 or 2 based on the outcome of evaluation.
- Maritime Professionals covered by this Part of this Agreement will be assigned to band MP based on the outcome of evaluation.
- Any staff member found to be paid a base salary above the midpoint of the market midpoint for the position will be paid at their present salary.
- Movement along the band throughout the duration of this Agreement can be through economic adjustment to salary and/or through salary adjustment as a result of job evaluation, promotion or market rate adjustment.

Future adjustments to the minimum, midpoint and maximum dollars of the bands will be based on a 2.5% adjustment from the first full pay period (FFPP) on or after 1 July 2002 and 2003.

#### 4.1.2 Transition Arrangement

As a part of the transition arrangements for removal of additional hours and overtime provisions and TIL provisions as previously defined, the following two payments will be made:

- Fixed to base.
- One time payment (not to base).

The one time and fixed to base payment is payable to all Professional and Technical staff in MO Levels 8 to 10 as at 30<sup>th</sup> June 2001 but is not payable to Maritime Professionals.

These payments will not be made to staff evaluated at PT1 or PT2 salary bands after the first full pay period on or after 1<sup>st</sup> July 2001.

#### **Fixed to Base**

After the economic adjustment is applied effective from the first full pay period on or after the 1<sup>st</sup> of July, 2001, a sum of \$2,000 will be added to base salary of Professional and Technical staff.



### One -Time Payment (Not to Base)

Professional and Technical staff will receive a one-time payment of \$2,500 payable at the same time as all other adjustments to base are made.

The one-off payment does not apply to Communication Superintendents or Marine Supervisors because the current salary and shift allowance arrangements for those shift work positions already include payment for overtime and additional hours.

#### 4.1.3 Economic Adjustment

This Enterprise Agreement will deliver three economic adjustments as per the following schedule:

With effect from the first full pay period (FFPP) on or after 1 <sup>st</sup> July 2001	With effect from the first full pay period (FFPP) on or after 1 <sup>st</sup> July 2002	With effect from the first full pay period (FFPP) on or after 1 <sup>st</sup> July 2003
2.5% on base	2.5% on base	2.5% on base

#### 4.1.4 Organisation Performance Payment

All Professional and Technical staff shall be entitled to the same Organisation Performance Payment that applies from time to time and in the same manner as to staff covered by Part 2 of the Agreement.

4.1.4.1 This Enterprise Agreement will deliver three Organisation Performance Payments of up to 0.5% fixed to base as shown below:

2000/01 - November 2001] Actual timing of  
2001/02 - August 2002] payment is based  
2002/03 - August 2003] on achieving Board approval

The criteria for payment of Organisation Performance Payment for the year from 1<sup>st</sup> July 2001 to 30<sup>th</sup> June 2002 will be as follows:

- (i) No more than 3 Lost Time Injuries - 0.16%

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- (i) Sick leave rolling average of less than 2.5 days per annum per employee (Exclusive of Long term sick leave – 0.17%
- (ii) No major breaches (Non-conformances) against the Port Safety Operating Licence – 0.17%.

4.1.4.2 For the financial year 2002/03 and 2003/04 Organisational Performance Payment criteria's will be determined and payment made as follows:

1. At the commencement of the financial year, the SPC Consultative Committee will meet to determine the goals for the financial year.
2. These goals will be announced to all staff as soon as they are set.
3. Following an assessment of performance against goals, a recommendation will be made to the SPC Board of Directors on the percentage payment to be made to staff.
4. The percentage payment agreed to will be added to base in the first full pay period following Board approval.
5. In the third and final year of the agreement, whilst the SPC Consultative Committee will set goals, the percentage payment will not be determined until negotiations for the next Enterprise Agreement are concluded as shown in the schedule above.

#### 4.1.5 Individual Performance Management Agreement

- An individual performance management agreement will be established to provide the potential for Professional and Technical staff and Maritime Professionals to be eligible for an "at risk" performance payment.
- Following Professional and Technical staff and Maritime Professionals approval of this Enterprise Agreement, an agreement between SPC and the Professional Technical Negotiating Team on the guidelines and processes for a fair and equitable Performance Management System will be reached within 28 days.
- Individual Performance Agreements for the financial year 2001/02 are then to be reached between SPC and each staff member within 28 days following the agreement on the guidelines and processes for the Performance Management System.

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- Individual Performance Agreements for the years 2002/03 and 2003/04 are to be agreed in a timely manner at the beginning of each financial year.
- Payment of an "at-risk" payment is dependent upon a documented set of agreed objectives being in place in a timely manner at the beginning of each financial year.
- For financial year 2001/2002 the period for assessment shall be from the date of introduction of the Performance Management System to the end of June 2002 and the 'at risk' payment will be 0-8% of base with an average of all payments paid being 4% (paid July/August 2002).
- An interim performance appraisal for the period July 2001 to the date of implementation will need to be completed based on organisational goals, business unit goals and key behaviors.
- Following assessment of achievements against their Individual Performance Agreement, each Professional and Technical staff and Maritime Professionals will be eligible to receive an at-risk performance payment as follows:
  - Achieving all Key Performance Indicators (KPI's) in the Performance Agreement – the average payment.
  - Achieving all KPI's and exceeding some or all in the performance Agreement – above average payment.
  - Achieving some of the KPI's – less than the average payment
- For the term of this agreement, the "at – risk" Annual Individual Performance Payment shall be as follows:
  - From 1<sup>st</sup> July 2001 to 30 June 2002 – 0 to 8% with the total of the "at-risk" payments paid being average of 4% of the total base salary for eligible employees (paid July/August 2002).
  - From 1<sup>st</sup> July 2002 to 30<sup>th</sup> June 2003 – 0 to 9% with the total of the "at-risk" payments paid being average of 4.5% of the total base salary for eligible employees (paid July/August 2003)
  - From 1<sup>st</sup> July 2003 to 30<sup>th</sup> June 2004 – 0 to 10% with the total of the "at-risk" payments paid being average of 5% of the total base salary for eligible employees (paid July/August 2004).



- Payment of a "performance payment" will only be made when a formal review has been completed and appropriate approvals have been obtained.
- Annual Individual Performance payments are superable only for staff who are members of an accumulation superannuation fund. An "at-risk" payment will not be included as remuneration for a defined benefit superannuation fund.

## 5. SALARY PACKAGING

5.1 The Base Salary shall be used for all salary-packaging calculations.

5.2 Current SPC practices and criteria shall continue to apply.

5.3 Professional and Technical staff and Maritime Professionals shall be eligible to salary package part of the Base Salary subject to meeting the following requirements

- a) A written request is made to the General Manager, Human Resources.
- b) There is to be no additional costs to the SPC (other than reasonable Administration costs).
- c) The Australian Taxation Office requirements are met.
- d) Evidence is provided to the General Manager Human Resources that the staff member has consulted an independent and accredited Financial Planner.
- e) All liability for Fringe Benefit Tax rests with the staff member.

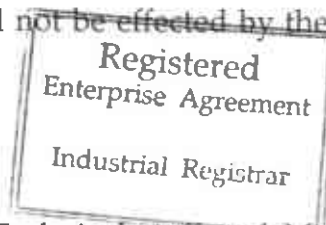
## 6. MOTOR VEHICLES

The current SPC practices and eligibility criteria for Professional and Technical staff in connection with the provision by SPC of Motor Vehicles are set out in SPC Motor Vehicle Policy. Current entitlements will not be effected by the introduction of this Agreement.

## 7. SALARY DEDUCTIONS

The SPC agrees that Professional and Technical staff and Maritime Professionals may, after signed authorization is received, make regular and direct deductions from the base salary including but not limited to:

- a) Medical benefits
- b) Professional Association fees/subscriptions
- c) Union membership fees/subscriptions
- d) Banks or Financial institutions



- e) Insurance companies
- f) Gym or sporting fees
- g) Superannuation contributions

## 8. DICTIONARY

**8.1 Professional and Technical staff** – are employees of the Corporation and are the following:

- Staff who were on MO level 8 to 10 in the previous Enterprise Agreement
- Perform Supervisory, Managerial, Professional and Technical functions within the Corporation.
- Are not employed on individual contract.

**8.2 Maritime Professionals** – which include Communications Superintendents and Marine Supervisors.

**8.3 A Market Base salary** is a market salary which is aligned to competitive pay levels for similar level positions requiring like skills and competencies on benchmark positions in salary surveys in the general market. This data is obtained to:

- Provide the competitive focus needed to attract, retain and motivate staff.
- Align pay to general market. General Market is defined as all positions across all industries.
- Provide externally focused information for use in making appropriate salary decisions.



For and on behalf of:

**ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS & MANAGERS  
AUSTRALIA (NSW BRANCH)**

*Martin O'Connell*

**Martin O'Connell  
Director, NSW**

For and on behalf of:

**AUSTRALIAN MARITIME OFFICERS UNION OF NEW SOUTH WALES**

*M Fleming*

20.11.01

**Michael Fleming  
Director AMOU Port Services Division**

For and on behalf of:

**AUSTRALIAN SERVICES UNION OF NEW SOUTH WALES**

*Luke Foley*

**Luke Foley  
Secretary**



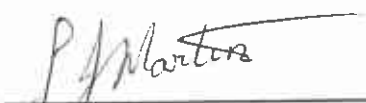
For and on behalf of:

**MARITIME UNION OF AUSTRALIA NEW SOUTH WALES BRANCH  
*Seamens'***

*John Garrett*

**John Garrett  
Acting Secretary**

For and on behalf of:  
**SYDNEY PORTS CORPORATION**



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**Greg Martin**  
**Chief Executive Officer**

Registered  
Enterprise Agreement  
Industrial Registrar