

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/32

TITLE: **Sydney Ports Corporation Enterprise Agreement 204-2007**

I.R.C. NO: IRC4/6202

DATE APPROVED/COMMENCEMENT: 29 October 2004 / 29 October 2004

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/264.

GAZETTAL REFERENCE: 4 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 28

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Sydney Ports Corporation, located at Level 8, 207 Kent Street, Sydney NSW 2000, 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 -&- the Australian Maritime Officers' Union of New South Wales, The Seamens' Union of Australia, New South Wales Branch

SYDNEY PORTS CORPORATION ENTERPRISE AGREEMENT 2004 - 2007

PART 1

CONTENTS

Part 1 - Applies To All SPC Employees

Clause No.	Subject Matter
1.	Philosophy and intent
2.	Vision, key roles and values of SPC
2.1	Key roles
2.2	Corporate values
3.	Objectives of this Agreement
4.	Scope of this Agreement
4.1	Title and structure
4.2	Term
4.3	Parties to the Agreement
4.4	Coverage
4.5	Relationship to the Award and Flexible Leave Certified Agreement
5.	Employment and Performance of Duty
6.	Hours of Work - Day Workers
7.	Annual leave
8.	Long Service leave
9.	Sick leave
10.	Salary Continuance - Income Protection
11.	Public holidays
12.	Parental leave
13.	Aged and Dependent Care leave
14.	Bereavement leave
15.	Leave Without Pay
16.	Emergency Services Leave
17.	Commonwealth Olympic, Paralympic Games
18.	Military Leave
19.	Trade Union Training
20.	Annual Travel to Work
21.	Employment Security
21.1	Employment Levels
21.2	Voluntary redundancy
22.	Working Conditions for Shift Workers
23.	Fitness for Work
24.	Impairment Drug Testing
25.	Roster Review
26.	Job Evaluation
27.	Termination of Employment
28.	Part Time Employment
29.	Temporary Employees
30.	Allowances
30.1	First Aid Allowance
30.2	Community Language Allowance Scheme (CLAS)
30.3	Shift Loading and Penalty Allowance
30.4	On-Call Allowance
31.	Relieving (Higher Duties)
32.	Payment of salaries

- 33 Salary packaging
- 34. Consultation and workplace representation
- 35. Workplace Representatives
- 36. Grievance Handling
- 37. Dispute Resolution Procedures
- 38. Superannuation
- 39. Employee Policies
- 40 Dictionary

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

- 1. Scope of the Agreement
 - 1.1 Title and Coverage
 - 1.2 Parties to the Agreement
 - 1.3 Relationship to the Agreement and the Award
 - 1.4 Objectives
- 2. Remuneration
 - 2.1.1 Remuneration Model
 - 2.1.2 Base Salary Adjustment
 - 2.1.3 Organisation Performance Payment
 - 2.1.4 Team Performance
 - 2.1.5 Shift and Penalty Allowance & Community Language Classification Allowance (CLAS)
 - 2.1.6 First Aid Allowance
 - 2.1.7 Merit
- 3. Additional Hours (Day Workers)
- 4. Overtime

Part 3 - Applies to SPC Professional/Technical and Maritime Professional Employees

- 1. Scope of the Agreement
 - 1.1 Title and Coverage
 - 1.2 Parties to Part 3
 - 1.3 Relationship to the Agreement and the Award
 - 1.4 Objectives
- 2. Hours of Work
- 3. Flexible Leave Arrangements
- 4. Remuneration
 - 4.1 Remuneration Model
 - 4.1.1 Base Salary Structure
 - 4.1.2 Base Salary Adjustment
 - 4.1.3 Organisation Performance Payment
 - 4.1.4 Individual Performance Agreement
- 5. Salary Packaging/Sacrifice
- 6. Motor Vehicles
- 7. Salary Deductions
- 8. Dictionary

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 SPCs 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

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.

The Corporation holds a Port Safety Operating Licence with responsibilities for channel depths, dangerous goods, emergency response, navigation aids, and pilotage and port communications.

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, through a consultative process, 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.

The parties agree to discuss issues arising out of the ISPS Code and Australian legislation if such issues have an effect on SPC employees that were unforeseen at the time of the reaching of this agreement.

4. Scope of This Agreement

4.1 Title & Structure

This Agreement will be known as the Sydney Ports Corporation Enterprise Agreement 2004 - 2007. 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, Port Officer Trainees 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 2007.

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:

Sydney Ports Corporation

Australian Maritime Officers 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 Flexible Leave Certified Agreement (subject to final 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 Flexible Leave Certified Agreement (to be registered) 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.

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:

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 CED (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 Occupational Health and Safety Policy and to comply with the statutory provisions contained in the Occupational Health and Safety Act 2000 and Regulations 2001 (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 36 and 37 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 Flexible Leave Enterprise Agreement)

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.

8.2 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 that the employee ceases duty with one employer and starts with the next employer on the next working day or within a reasonable period covered by approved leave. 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 and SPC Sick Leave Policy)

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 abuse 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 Group Salary Continuance Policy or Superannuation Fund illness/disability/early retirement provisions.

10. Salary Continuance - Income Protection (See Also Group Salary Continuance Policy)

10.1 In the event of illness or incapacity, SPC will take out, a Group Salary Continuance Policy with an insurer, on behalf of all employees in the terms detailed in the policy document.

10.2 SPC will pay 1% of the Group Salary Continuance Policy in respect of each employee. Employees will be required to contribute the following towards the salary continuance scheme:

- (a) Accumulation fund members will be required to contribute 0.8% of their salary;
- (b) Members of SASS and SSS will be required to contribute 0.4% of their salary;
- (c) The above rates are as per policy provided by the Insurer and will be subject to review at the expiration of the policy.

10.3 This additional contribution to income protection salary continuance will be paid by the employee through salary deductions on a pre-tax basis and deducted each fortnight commencing from the first pay period on or after the date of certification of this agreement. This will remain in place for the duration of this agreement.

10.4 Eligibility for payment under the terms of the Policy shall not be available until 90 calendar days 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 insurer's 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.

10.7 Upon application to the General Manager Human Resources a SPC employee may obtain, on a confidential basis, a copy of the SPCs insurers policy document.

11. Public Holidays (See Also Clause 22 of the Award)

Employees of SPC will be granted all NSW Gazetted Public Holidays. For shift workers, refer to clause 22.

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.

If during the life of this agreement, the NSW Government agrees for its employees covered by the Crown Employees Award to increase paid maternity leave provision to greater than nine (9) weeks, SPC will meet the new standards.

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 may be provided to employees for the purpose of taking care of short term sick, injured or aged dependents or immediate 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 (See Also Personal Leave Policy)

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 Leave Without Pay 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 (See Also Leave Without Pay Policy)

- 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 (See Also Leave Without Pay Policy)

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

18. Military Leave (See Also Leave Without Pay Policy)

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 (See Also Leave Without Pay Policy)

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, conferences 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 An application 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 19.1 and 19.2 have been met.

20. Annual Travel to Work (Refer Policy)

SPC will apply the Premier's Circular - No 2003-12 - Salary Packaging Amendment - Annual Transport Tickets for all bus, rail or ferry transport for its employees on individual application.

21. Employment Security (See Also Clause 11 of the Award)

21.1 Employment Levels

21.1.1 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.

21.1.2 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.

21.1.3 All current permanent employees of SPC, both full-time and part-time, will have security of employment for the term of this Agreement.

21.1.4 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.

21.1.5 This undertaking will not have any effect on the process of performance of disciplinary matters, which are pursued separately.

21.2 Voluntary Redundancy (Refer to Termination Policy)

21.2.1 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.

21.2.2 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).

21.2.3 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 21.2.2.

21.2.4 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.

22. Working Conditions for Shift Workers (See Also Clauses 16.9 and 16.10 of the Award)

22.1 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.

22.2 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.

22.3 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.

22.4 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.

22.5 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.

22.6 Continuous Shift Work

22.6.1 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.

22.6.2 Continuous shift workers shall perform additional periods of duty to meet operational requirements eg

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.

21.6.3 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.

22.7 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.

22.8 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.

22.9 It is essential that details of changes to home address, home telephone and mobile numbers are provided to the Corporation so that employees can be contacted when required.

23. Fitness for Work

23.1 Sydney Ports Corporation (SPC) has a duty of care to provide a safe work environment and protect the health, safety and welfare of employees. Employees similarly have a duty of care for their own safety, the safety of the people they work with and the community in which they work. Maintaining a level of fitness consistent with the demands of a position and the assessment of fitness is one aspect of meeting this duty of care.

23.2 It shall be a condition of employment that SPC employees in Marine Supervisor and Port Officer roles will continue to maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of SPC employees in Marine Supervisor and Port Officer roles and as such recognises that there is a range of environmental and operational conditions that could impact on the health of an employee.

23.3 Subsequent to appointment and in order to ensure that prescribed fitness standards are maintained SPC employees in Marine Supervisor and Port Officer roles will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Wherever possible medical examinations, to a prescribed format, shall be carried out by AMSA accredited doctor.

23.4 The ongoing standard of fitness required of SPC employees in Marine Supervisor and Port Officer roles will be determined as required by the AMSA accredited doctor in having regard to the agreed list of duties as agreed between the parties and as outlined in Appendix 2, Table 3.

23.5 An employee who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice from SPC nominated medical physician, to achieve the level of fitness required. Subsequently, an employee who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptance level of fitness, will be redeployed (if possible or practicable), access Salary Continuance Insurance (provided the insurers terms and conditions are met), or medically retired as per the rules of applicable superannuation fund.

23.6 An employee who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, shall be referred to his/her personal doctor for further investigation. Henceforth any additional costs incurred by the officer, for the purpose of re-gaining the required level of fitness, will be the responsibility of the employee concerned. In order to assist an employee achieve the required fitness standard, SPC provides subsidised gym membership.

- 23.7 In the event of a different medical assessment between the AMSA accredited doctor and the employees' personal doctor, the employee will be referred to an appropriate specialist.
- 23.8 Employees returning to work after long term absences from active work will be required to undergo a functional or workplace assessment before the commencement of duties. Employees returning to active duties after a prolonged illness or injury will be required to submit a medical clearance before the resumption of duties, as well as undergoing functional/workplace assessment.

24. Impairment Drug Testing

- 24.1 During the life of this Agreement, the parties agree that a workgroup comprising of Union Representatives, employees and the Corporation will consider and develop an agreed impairment based Drug Testing Policy.
- 24.2 Should Reasonable Cause and Post Incident Testing be agreed such testing shall apply to all SPC employees.
- 24.3 Should Unannounced or Random testing be agreed it will apply to safety sensitive positions as defined in the Alcohol Testing Policy.
- 24.4 The Committee members are expected to:
- 24.4.1 Consider the research papers and submissions put to it by the Corporation, Unions or staff representatives or any standards brought by any parties to the discussions.
 - 24.4.2 Seek assistance from independent experts regarding their processes for introducing impairment based Drug Testing.
 - 24.4.3 Decide on a model that will be most appropriate for the situation.
- 24.5 Following an agreement on the Policy, there will be a Memorandum of Understanding between SPC and the Unions.

25. Roster Review

- 25.1 The parties agree that a workgroup comprising of Union Representatives, employees and the Corporation will consider roster issues for shift workers and develop an agreed arrangement for implementation.
- 25.2 The workgroup will:
- 25.2.1 Seek information from independent experts and engage such experts if required to develop appropriate solutions.
 - 25.2.2 Consider any proposals presented by such experts and come up with an agreed Policy.
- 25.3 Following an agreement on the Policy there will be a Memorandum of Understanding between SPC and the Unions. No new roster/s shall be implemented except on the basis of a 66% approval of those who will work under the roster/s.

26. Job Evaluation (Refer to Job Evaluation Policy)

- 26.1 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.
- 26.2 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.
- 26.3 The Job Evaluation System used by SPC is the Mercer CED Job Evaluation System

- 26.4 The system utilises the broadly recognised methodology, taking into account three categories:
- Expertise
 - Judgement
 - Accountability & Responsibility
- 26.5 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.
- 26.6 Results of Job Evaluation will be communicated to existing incumbents and, used as a guide when advertising salaries for vacant positions.
- 26.7 Grievance Handling and Dispute Resolution process contained in this Part of this Agreement shall be used to resolve any difficulties arising from this process.
- 26.8 A job evaluation panel will evaluate each position and will consist of:
- General Manager, Human Resources or a representative from Human Resources.
- Job Expert
- A staff representative from at least one grade above.
- 26.9 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 recruitment for these positions will, however, be on the evaluated level of the position.
- 26.10 Staff will not be red circled as a result of the job evaluation process.
- 26.11 Those staff whose positions are evaluated at a higher level than at present will move to those grades/salary.

27. Termination of Employment (See Also Clause 12 of the Award and Termination Policy)

27.1 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 "at-risk" performance 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.

28. 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.

29. 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.

30. Allowances

30.1 First Aid Allowance

First Aid Allowance will be paid annually to appointed first aid officers. As at 1 July 2003, the annual First Aid Allowance was \$532. 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 4% per annum.

First Aid Allowance	Ffpp After 1.07.04 \$PA	From Ffpp 1.07.05 \$PA	From Ffpp 1.07.06 \$PA
All eligible employees	553	575	598

30.2 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 2003, the annual allowance under CLAS was \$808. The amount of CLAS 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 4% per annum.

C.L.A.S.	FROM FFPP 1.7.04 \$PA	FROM FFPP 1.7.05 \$PA	FROM FFPP 1.7.06 \$PA
All eligible employees	840	874	909

30.3 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. The amount of 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 4% per annum.

Shift workers Position Title	FFPP After 1.07.04 \$PA	From FFPP 1.7.05 \$PA	From FFPP 1.7.06 \$PA
Port Officer Entry	17,772	18,483	19,222
Port Officer 1	17,772	18,483	19,222
Port Officer 2	20,393	21,209	22,057
Communication Superintendent and Marine Service Shift Supervisor	21,480	22,339	23,233

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

30.4 On-Call Allowance

30.4.1 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.

30.4.2 Allowance

The Allowance is \$299 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 base salary adjustment of 4% in July 2004, July 2005 and July 2006.

30.4.3 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 issue 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.

31. Relieving (Higher Duties)

31.1 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, 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 performed by the employee.

32. Payment of Salaries

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

32.2 Deductions

The Corporation will offer a maximum of eight 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 membership fees.
- (vi) United Way
- (vii) Social Club
- (viii) Superannuation contributions

33. Salary Packaging

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

34. Consultation & Workplace Representation

34.1 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.

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

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

34.4 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.

35. Workplace Representatives

- 35.1 SPC recognises the importance of workplace representatives and therefore provides the following support subject to prior approval by the General Manager Human Resources.
- 35.1.1 Allowing union delegates reasonable opportunity to carry out SPC related general union business on-site at times mutually convenient to the employee and SPC.
- 35.1.2 Allowing employees reasonable time to attend meetings called by their Union(s) or the SPC Consultative Committee.
- 35.1.3 Allowing employees to attend Industrial Relations Commission of New South Wales if they are required as a witness or to assist the union advocate on matters affecting SPC.
- 35.1.4 The right to address new employees about their benefits of union membership at the time they enter employment.
- 35.2 The right to reasonable access to telephone, fax, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the Union.
- 35.3 Committees
- 35.3.1 SPC recognises the following committees and will allow reasonable time off work for official union delegates who are members of those committees to attend meetings of the committees. Such time off is subject at all times to operational requirements being met.
- The MUA Sydney Branch Committee - one staff member
- The MUA Site Committee - six staff members
- The AMOU New South Wales Branch Committee - one staff member.
- The AMOU Site Committee - six staff members.
- 35.3.2 Meetings of the MUA and AMOU site committees will be held monthly at times operationally convenient to SPC. It is agreed that official Union Delegates as noted in sub-clause (35.3.1) above will be paid for up to two hours for site meetings and up to four hours for the MUA Sydney Branch Meeting and the AMOU NSW Branch Meeting.
- 35.3.3 It is agreed that one official MUA delegate may attend the MUA Sydney Branch Committee meeting for up to four meetings per year. It is agreed that one official AMOU delegate may attend the AMOU NSW Branch Committee meeting for up to four meetings per year.

36. Grievance Handling (See Also the SPC Grievance Policy)

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

37. Dispute Resolution Procedures (See Also Clauses 8.1 and 8.2 of the Award and Dispute Resolution Policy)

- 37.1 Objectives of this procedure - To provide a mechanism for handling industrial disputes.
- 37.2 Procedures
- 37.2.1 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.
- 37.2.2 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.

37.2.3 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.

37.2.4 Step 4 - Discussions between the Union Official and senior management shall be held.

37.2.5 Step 5 - If the matter is unresolved the parties may agree to seek the assistance of an agreed mediator.

37.2.6 Step 6 - Nothing in these procedures shall preclude any party from taking any matter to the Industrial Commission.

38. Superannuation (Refer to Clause 15 of the Award)

38.1 The following superannuation schemes shall be recognised and utilised for employer contributions and shall, subject to individual fund eligibility rules, be available to employees. Only the First State Super (FSS) and Seafarers Retirement Fund (SRF) are active schemes available to new employees.

- (i) First State Super (FSS) - NSW
- (ii) Seafarers Retirement Fund (SRF)
- (iii) State Authorities Superannuation Scheme (SASS) - NSW
- (iv) State Superannuation Scheme (SSS) - NSW

Should an employee request that superannuation contributions be directed to a compliant scheme other than the above four schemes the request will be placed before the General Manager Human Resources for approval. The General Manager Human Resources shall not decline any reasonable request.

38.2 The following will apply in respect of superannuation contributions to accumulation funds:

38.2.1 With effect from the first full pay period after the registration of the Enterprise Agreement in 2004 - SPC contribution will increase to 10% conditional upon an employee paying an additional 1% of base salary.

38.2.2 With effect from the first full pay period in July 2006 - SPC contribution will increase to 11% conditional upon an employee paying an additional 1% of base salary over and above the 1% referred to in clause 38.2.1.

38.2.3 Employee contributions in the above paragraphs are voluntary and normal SGC contributions apply when such additional payments are not made.

38.3 The employee contributions to superannuation will be treated as salary sacrifice.

39. 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 (refer to Clause 34). If agreement is not reached on such changes, the dispute resolution procedures shall apply.

40. Dictionary

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

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

- 40.3 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.
- 40.4 Business Unit or Unit means a discrete operating group within SPC.
- 40.5 Employee means any person who is an Employee as defined in the Award.
- 40.6 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.
- 40.7 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.
- 40.8 PSOL means the Port Safety Operating Licence.
- 40.9 SPC means Sydney Ports Corporation.
- 40.10 Team means a group of employees who work on a specific task\ 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.
- 40.11 Unions mean the Australian Maritime Officers Union of New South Wales and the Seamen's Union of Australia New South Wales Branch.

PART 2

Applies to SPC Employee Levels 1 to 7 and Port Officers

CONTENTS

	Part 2 - Applies to SPC Employee Levels 1 to 7 and Port Officers	
1	Scope of the Agreement 1.5 Title and Coverage 1.6 Parties to the Agreement 1.7 Relationship to the Agreement and the Award 1.8 Objectives	33 33 33 33 33
2.	Remuneration 2.1.1 Remuneration Model 2.1.2 Base Salary Adjustment 2.1.3 Organisation Performance Payment 2.1.4 Team Performance 2.1.5 Shift and Penalty Allowance & Community Language Classification Allowance (CLAS) 2.1.6 First Aid Allowance 2.1.7 Merit	33 33 34 34 35 35 36 36
3.	Additional Hours (Day Workers)	36
4.	Overtime	37

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 2004 - 2007: 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.

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

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 1 and 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 adjustments with effect from the FFPP on or after 1st July 2004 is shown in the table below:

	Maritime Officer Level	LEVEL A \$PA	LEVEL B \$PA	LEVEL C \$PA
Maritime Officer Level	1	23,653	25,088	27,475
Maritime Officer Level	2	30,803	33,705	36,886
Maritime Officer Level	3	39,132	40,982	42,827
Maritime Officer Level	4	44,060	46,138	48,217
Maritime Officer Level	5	49,604	51,944	54,279
Maritime Officer Level	6	55,837	58,471	61,104
Maritime Officer Level	7	62,860	65,822	68,785
Port Officer 2		70,755		

This salary structure is based on the Mercer CED system.

There will be no loss of salary to staff as a result of the implementation of the Mercer CED 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.

2.1.2 Base Salary Adjustment

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

With effect from the first full pay period on or after 1st July 2004	With effect from the first full pay period on or after 1st July 2005	With effect from the first full pay period on or after 1st July 2006
4% on base	4% on base	4% on base

2.1.3 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% not fixed to base as shown below:

2003/04	August	2004 guaranteed 0.5%
2004/05	August	2005 at risk
2005/06	August	2006 at risk

This payment is subject to Board approval.

- (b) The criteria for payment of Organisation Performance Payment for the year from 1st July 2004 to 30th June 2005 will be as follows:
- (i) No more than 3 Lost Time Injuries
 - (ii) Sick leave rolling average of less than 2.5 days per annum per employee (excluding Long term sick leave)
 - (iii) No major breaches (Non-conformances) against the Port Safety Operating Licence
- (c) For the financial year 2005/06 and 2006/07 Organisational Performance Payment criteria 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 paid 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.

2.1.4 Team Performance (for Grades 1 - 7 Administration)

2.1.4.1 The parties to this agreement will jointly develop principles, processes and criteria for measuring team performance as soon as possible. The criteria developed will attract team performance payment following assessment and Board approval.

2.1.4.2 The following team performance will be paid from 2006:

For the financial year 2005 to 2006 - 1% at risk payable subject to Board approval in August 2006.

For the financial year 2006 to 2007 - 1% at risk payable subject to Board approval in August 2007.

2.1.5 Shift and Penalty Allowance and Community Language Allowance Scheme (CLAS) (Refer to Clause 30 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 30 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.

3.1.1 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.

PART 3

Applies to SPC PROFESSIONAL, TECHNICAL AND maritime Professional Employees

CONTENTS

	Part 3 - Applies to SPC Professional/Technical and Maritime Professional Employees	
1.	Scope of the Agreement	40
	1.5 Title and Coverage	40
	1.6 Parties to Part 3	40

	1.7 Relationship to the Agreement and the Award	40
	1.8 Objectives	40
2.	Hours of Work	41
3.	Flexible Leave Arrangements	41
4.	Remuneration	42
	4.2 Remuneration Model	42
	4.2.1 Base Salary Structure	42
	4.2.2 Base Salary Adjustment	42
	4.2.3 Organisation Performance Payment	43
	4.2.4 Individual Performance Agreement	44
5.	Salary Packaging/Sacrifice	45
6.	Motor Vehicles	45
7.	Salary Deductions	46
8.	Dictionary	46

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 2004 - 2007 Enterprise Agreement (the Agreement).

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

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 New South Wales.

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 NSW Port Corporations 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 the need to maintain timesheets.

A flexible remuneration system appropriate to Professional and Technical staff and Maritime Professionals with general 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 fulfil SPC requirements, are reflected in the Base Salary (clause 4.1.1).

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:

Band	MCED Job Points	Minimum \$	Midpoint \$	Maximum \$
PT1	460-625	80,637	94,952	109,266
PT2	345-459	69,711	79,764	90,494
MP	345-625	69,711	94,952	109,266

PT (1 and 2) means Professional and Technical staff.

MP means Maritime Professional.

Shift allowances (clause 30.3 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.

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 4% adjustment from the first full pay period (FFPP) on or after 1 July 2005 and 1 July 2006.

4.1.2 Base Salary Adjustment

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

With effect from the first full pay period (FFPP) on or after 1st July 2004	With effect from the first full pay period (FFPP) on or after 1st July 2005	With effect from the first full pay period (FFPP) on or after 1st July 2006
4% on base	4% on base	4% on base

4.1.3 Organisation Performance Payment

All staff shall be entitled to Organisational Performance Payment as follows:

- (a) There will be three Organisational Performance Payments of up to 0.5% not fixed to base:

2003/04 - August	2004 guaranteed 0.5%
2004/05 - August	2005 at risk
2005/06 - August	2006 at risk

This payment is subject to Board approval.

- (b) The criteria for payment of Organisation Performance Payment for the year from 1st July 2004 to 30th June 2005 will be as follows:
- (i) No more than 3 Lost Time Injuries
 - (ii) Sick leave rolling average of less than 2.5 days per annum per employee (Exclusive of Long term sick leave)
 - (iii) No major breaches (Non-conformances) against the Port Safety Operating License.
- (c) For the financial year 2005/06 and 2006/07 Organisational Performance Payment criteria 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 paid 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.

4.1.4 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.

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.

Payment of a "performance payment" will only be made when a formal review has been completed and appropriate approvals have been obtained.

For the financial year ending 30th June 2004, the existing process of Individual Performance Agreement shall be used to assess and review performance of Professional Technical and Maritime Professional staff.

As soon as possible, the parties to this part of the Agreement will agree to a process and model for ongoing performance review.

For the term of this Agreement, the at risk Annual Individual Performance Payment shall be 0 to 10% with an average of 5% of the total base salary for eligible employees (paid in July/August of each year).

Annual Individual Performance Payments are superable only for staff who are members of an accumulation fund. An at risk payment will not be included as remuneration for a defined benefit superannuation fund.

5. Salary Packaging/Salary Sacrifice

- 5.1 The Base Salary shall be used for all salary-packaging/sacrifice calculations.
- 5.2 Current SPC practices and criteria documented in the HR policy on Salary Sacrifice 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 employee has consulted an independent and accredited Financial Planner.
 - (e) All liability for Fringe Benefit Tax rests with the employee.

6. Motor Vehicles

All Professional/Technical employees have the option of a Novated Lease motor vehicle on salary sacrifice in accordance with the Sydney Ports Policy on Motor Vehicles.

All current Professional Technical staff who are provided a SPC Motor Vehicle will continue to receive the Motor Vehicle. New staff appointed to the Professional Technical grade will not be entitled to a SPC Motor vehicle.

7. Salary Deductions

The SPC agrees that Professional and Technical staff and Maritime Professionals may, after signed authorisation 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 membership fees
- (g) Superannuation contributions
- (h) United Way
- (i) Social Club

8. Dictionary

8.1 Professional and Technical staff - are employees of the Corporation who:
 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:

AUSTRALIAN MARITIME OFFICERS UNION OF NEW SOUTH WALES

.....
 Michael Fleming
 Secretary and Director AMOU Port Services Division

.....
 For and on behalf of:
 SEAMEN'S UNION OF AUSTRALIA NEW SOUTH WALES BRANCH

.....
 Robert Coombs
 General Secretary

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

.....
 Greg Martin
 Chief Executive Officer

Appendix 2, Table 3 - Fitness for Work (Clause 23.4 of Part 1)

Below are the proposed medical fitness criteria for staff in the Marine Services section of Sydney Ports Corporation

VISION	HEARING/SPEECH
Read instructions, procedures	Give/take instructions
Read gauges, dials	Use 2-way radio
Read labels on chemicals	Listen to machinery, eg. Crane
Distance vision when operating small craft, crane, hoist	Hear warning signals / alarms
See navigation lights of other vessels, beacons, lighthouses, etc	Use hands free headsets to communicate by radio in rough seas
Distinguish red / green coloured lights	
Distinguish coloured light alarms	
Stand watch - night vision and depth perception	
Near vision for identifying shackles, markings on slings, bolts, nuts, screws, etc	

CONSCIOUSNESS
Alert to movements of other persons, operating machinery, ship's small craft and helicopter
Monitor equipment including radar, digital and analogue read outs on gauges, GPS, compass and generally assist officer on watch

PHYSICAL
Manual dexterity to tie knots, splice rope, repair / use canvas tarpaulins, place slings, use pliers, spanners and other hand tools
Pulling knobs, levers, pushing buttons to operate crane, machinery, incinerator
Reaching and working overhead
Climbing ship's rope ladders (3m) in rough seas, and steel rung ladders on towers (up to 5m) whilst carrying ropes, light tool bag
Lifting weights up to 50 kg (two person lift)
Lifting cables, boxes, batteries, winches, hoists up to 25 kg
Use powered tools, saws, drills, rattle guns, chisels, sledgehammers
Mooring/unmooring vessels
Use air/electric chain hoists - pulling on ropes, chain, and pressing buttons on handheld control box
Handle cargo on the back deck of vessel
Handle wires, chains and ropes during anchor handling
Hook and unhook tows

OTHER
Work at heights
Work in raised temperatures, eg engine room
Long work hours (up to 12-18 hours per day)
Fit through escape hatches
Ship's fire and safety rounds - inspect all areas regularly
Plan work schedules
Wear personal protective equipment, eg. safety boots, earplugs or earmuffs, hard hat, gloves, overalls, safety spectacles and occasionally respirators

Exposure to paints, thinners, oils, antifoul, degreasers with appropriate personal protection equipment
Use fire-fighting hoses, extinguishers
Work in oil, other cargo, ballast and water tanks and other confined spaces with appropriate personal protection equipment
Work in conditions involving heavy rolling and pitching of vessel