

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA99/14

TITLE: Sydney Ports Corporation 1998 - 2001 Enterprise Agreement

I.R.C. NO: 98/6485

DATE APPROVED/COMMENCEMENT: 14 December 1998

TERM: 30 June 2001

NEW AGREEMENT OR
VARIATION: New Replaces EA96/249

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 43

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged by the Sydney Ports Corporation with the exception of the Chief Executive Officer and employees occupying positions with remuneration greater than Maritime Officer Level 10

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 Seamen's Union of Australia, New South Wales Branch



Terminated

** see 02/264*

CONTENTS

<i>Clause</i>	<i>Topic</i>	<i>Page</i>
1.	TITLE	4
2.	PARTIES BOUND	4
3.	DEFINITIONS	4
4.	OBJECTIVES OF THIS AGREEMENT	8
5.	CONTRACT OF EMPLOYMENT	9
	5.1 Employment and Performance of Duty	9
	5.2 Separation from Employment	10
6.	HOURS OF WORK - ALL EMPLOYEES	10
7.	HOURS OF WORK - DAY WORKERS	11
8.	HOURS OF WORK - SHIFTWORKERS	13
9.	REMUNERATION	15
	9.1 Remuneration Model	16
	9.2 Base Salary Structure	16
	9.3 Economic Adjustments	16
	9.4 Shift Loading and Penalty Allowance	16
	9.5 Community Language Allowance Scheme	17
	9.6 First Aid Allowance	17
	9.7 Organisation Performance Payment	17
	9.8 Merit	17
	9.9 Multi-level Entry to a Position	18
	9.10 Apprentices and Trainees	18
	9.11 Part Time Employment	19
	9.12 Casual Employment	19
	9.13 Use of Corporation Vehicles	19
	9.14 Annualisation of Salaries	19
	9.15 Special Provisions - Shift Workers	20
	9.16 Payment of Salaries	21
10.	ORGANISATION PERFORMANCE AND PRODUCTIVITY	21
	10.2 Organisation Performance Goals	22
11.	LEAVE	23
	11.2 Annual Leave	24
	11.3 Long Service Leave	25
	11.4 Public Holidays	25
	11.5 Sick Leave	26
	11.6 Parental, Aged and Dependent Care	27
	11.6.1 <i>Maternity leave</i>	27
	11.6.2 <i>Adoption leave</i>	28
	11.6.3 <i>Paternity leave</i>	28
	11.6.4 <i>Aged and Dependant Care Leave</i>	28
	11.7 Personal Leave	29
	11.8 Trade Union Training Leave	31
	11.9 Leave Without Pay	31

CONTENTS continued:

<i>Clause</i>	<i>Topic</i>	<i>Page</i>
12.	EMPLOYMENT SECURITY	32
	12.1 Employment Levels	32
	12.2 Voluntary Redundancy	33
13.	RELIEVING AND INTERIM APPOINTMENTS (HIGHER DUTIES)	34
14.	WORK DESIGN AND JOB EVALUATION	34
15.	CONSULTATION AND WORKPLACE REPRESENTATION	35
	15.1 Consultative Committee	35
	15.2 Workplace Representatives	36
16.	GRIEVANCE HANDLING AND DISPUTE RESOLUTION	37
	16.3 Grievance Handling Procedure	37
	16.4 Dispute Resolution Procedure	38
17.	STAFFING ARRANGEMENTS FOR SYDNEY 2000 OLYMPIC GAMES AND PARALYMPIC GAMES	39
18.	HUMAN RESOURCE POLICIES	39
19.	PERFORMANCE MANAGEMENT SYSTEM	40
20.	SUPERANNUATION	41
21.	NO EXTRA CLAIMS	41
22.	AWARDS AND AGREEMENTS REPLACED	41
23.	OPERATION OF THIS AGREEMENT	42
24.	DURATION OF AGREEMENT	42
	SIGNATORIES	42

1. TITLE

1.1 This Agreement shall be known as the Sydney Ports Corporation 1998 -2001 Enterprise Agreement.

1.2 The terms of this Agreement shall apply to all employees engaged by the Sydney Ports Corporation under the *Ports Corporatisation and Waterways Management Act 1995*, with the exception of the Chief Executive Officer and employees occupying positions with remuneration greater than Maritime Officer Level 10.

2. PARTIES BOUND

The parties bound by the Agreement are the Sydney Ports Corporation, its employees, 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"

3. DEFINITIONS

"ATO" shall mean the Australian Taxation Office

"Anniversary Date" (i) For reasons of service with the Corporation or, annual leave, sick leave, long service leave accrual, the Anniversary Date shall be the date of engagement or, as is adjusted following any periods of leave without pay, industrial stoppages, or unauthorised absence.

(ii) For all other forms of leave not prescribed in (i) above, the first day of January is the notional anniversary date and employees appointed after this date in each year, shall be granted pro-rata entitlements.

"Apprentice" shall mean an employee engaged for a specified term of training & work experience under the Industrial & Commercial Training Act 1989 & Regulations thereto.

"Base Salary" shall be expressed as an annual base salary. 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 per week employees) or 76 (for 38 hour per week employees) depending upon the working hours applicable

to each classification.

"Bench Marking"

shall mean the tool which allows enterprises to compare the performance of their products and work processes with those of world class performers to achieve best practice.

**"Business Unit"
or "Unit"**

shall mean a discreet operating group within the Corporation. A Section shall be a sub group of employees within a Unit undertaking specific task/s. A Team is a smaller group of employees working on a specific task/s and may be a Section sub group, a Unit sub group, or a multi disciplinary group of employees selected from a number of Business Units.

"Casual Employee"

shall mean any employee engaged & paid as such. Employment shall be on an hourly 'needs' basis, only when rostered to work by the Corporation
The classification, payment method and initial period of hire shall be clearly stated at the time of engaging.

"Consultation"

shall be the process by which, on a regular basis, management genuinely seeks the views, ideas and feelings of employees before a decision is made, so that better, more informed decisions can be made.

**"Continuous
Improvement"**

shall mean the strategies for achieving progressively higher standards of performance through continuous, often incremental improvements to the quality of customer service, products, work organisation or production methods.

"Day Worker"

shall mean any employee who is not engaged in shift work.

"Employee"

shall mean any persons currently engaged or who are hired during the life of this agreement by the Sydney Ports Corporation on a full time, casual, temporary or part-time basis, under the Ports Corporatisation and Waterways Management Act 1995.

"Employer"

shall mean Sydney Ports Corporation.

"Emergency Condition"

shall mean a situation requiring the urgent attention of Marine Services or POCC employees, including but not limited to chemical or oil spills, maritime incidents, vessel collisions; fires on board vessels; adverse weather conditions causing potential threat to Sydney Ports Corporation property, or threatening vessel or crew safety. The nature of an emergency condition shall be such as

	requires an immediate response and allocation of Sydney Ports Corporation personnel or equipment
"FSS"	shall mean the First State Superannuation Fund.
"Full-Time Employee"	shall mean any employee engaged on a regular basis for the full contract hours of this Agreement.
"Immediate Family Member"	shall include a spouse or partner residing with the employee in a bona fide domestic basis. It shall also include a child (including adopted, stepchild or exnuptial child), parent, grandparent, grandchild or sibling of the employee or his/her spouse or partner.
"Maritime Officer or MO, or MO Level 1-10"	Shall mean Maritime Officer Levels 1-10 and shall refer to the classifications and salary grading applicable to all employees of the Corporation working under the terms of this agreement. Maritime Officer covers all professional, technical, administrative, skilled trades and maritime occupations and callings.
"Part-Time Employee"	shall mean any employee engaged for set regular hours that are less than the full contract hours of this Agreement.
"PC&WM Act"	shall mean the <i>Ports Corporatisation and Waterways Management Act, 1995</i> .
"Personal salary" or Superannuable Salary	shall mean any salary incorporating the outcome determined by the process of job evaluation (base salary), merit payments, shift & penalty or annualised payments, or Community Language Allowance Scheme, but shall not include First Aid Allowance, or payments made in consequence of achievement of Organisational or Personal Performance Goals.
"PSESS"	shall mean the Public Sector Executives Superannuation Scheme.
"PSOL"	shall mean the <i>Port Safety Operating Licence</i> and related ISO 9000 compliant operating systems.
"Remuneration"	total remuneration package includes the personal salary, value of employer superannuation contribution, allowances, performance payments, income protection insurance, motor vehicle and other benefit.
"SSS"	shall mean the State Superannuation Scheme.

"SASS"	shall mean the State Authorities Superannuation Scheme.
"Separation from Employment"	shall mean an Employee leaving the employment of the Corporation for/by any cause including dismissal with or without notice, redundancy, and resignation by the Employee .
"Shift Worker"	shall mean an Employee who works in one of two categories as follows: <ul style="list-style-type: none"> (i) "Continuous Shift Work" shall mean work carried out according to a continuous shift process with consecutive shifts of employees rostered over a twenty-four hour period. (ii) "Other Than Continuous Shift Work" shall mean shift work not carried out as continuous shift work as defined.
"Sydney Ports" or "the Corporation"	shall mean Sydney Ports Corporation
"Team "	A group of employees working together for a common purpose. Teams range from problem-solving teams, meeting on a voluntary basis to solve work problems, to self-managing teams responsible for producing an entire service. (See "Business Unit").
"Temporary Employee"	shall mean any employee engaged for the duration of a specific project or activity, which is limited in time. The term may be shortened or lengthened by mutual agreement, or on one week's notice by the Corporation, but does not confer any right or expectation of continued employment beyond the agreed term.
"TFN"	shall mean tax file number.
"Trainee"	shall mean an employee engaged for a specified term of training & work experience under the Industrial & Commercial Training Act 1989 & Regulations or, a specific Government sponsored Training Programme in which Sydney Ports has determined it shall participate.

4. OBJECTIVES OF THIS AGREEMENT

4.1 Sydney Ports, the Employees and their Unions are committed to developing an organisation, which encourages service excellence, consultation, co-operation, and participation.

This involves a process of continuous improvement incorporating:

- Broadening or redesign of work to provide high levels of client service using flexible and efficient work practices, eliminating demarcation and, in a manner which increases employee involvement & satisfaction.
- Participative work practices where employees accept responsibility for their own work quality, accuracy and timeliness, contributing to the effective operation of the Team, Section or Unit.
- Skills development, training and career development appropriate to the changing nature of work undertaken by the Corporation.
- A remuneration system with the capacity to reward employees for achieving high levels of measured performance.
- A safe, healthy and harassment free work environment.
- Functional flexibility by deploying and utilising the employees in the most efficient manner.
- Process redesign and quality improvement methods, meeting recognised national or international industry standards or benchmarks where appropriate.
- Enhanced communication and working co-operatively to mutually increase commitment and involvement.

4.2 Employees will be encouraged to reach the highest level personally attainable consistent with the business requirements or objectives of Sydney Ports Corporation.

4.3 The parties agree:

- (i) to operate at least as efficiently as any comparable business; and
- (ii) to provide exemplary quality service to the Corporation's clientele;
- (iii) to maximise the net worth of the State's investment in the Port Corporation; and
- (iv) to exhibit 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; and
- (v) to promote and facilitate trade through its port facilities.

- 4.4 To meet the objectives for Statutory Corporations, contained in Section 20E of the *State Owned Corporations Act 1995*.

5. CONTRACT OF EMPLOYMENT

5.1 Employment & Performance of Duty

- 5.1.1 Sydney Ports Corporation will provide employment on a full time, part time, temporary or casual basis as defined. The classification, remuneration & conditions of employment shall be clearly stated at the commencement of employment.
- 5.1.2 Employees will undertake duties other than those specified in a Position Description which are within the full range of their skill, competence, training and experience, including redeployment to other duties. There shall be no restrictions (with the exception of medical and/or disability grounds) on any employee performing any duties provided they possess accreditation or licences where applicable.
- 5.1.3 Job (re)design will occur in anticipation of, or response to, changing business needs, to identify and group competencies into new or changed jobs. These will be documented into Position Descriptions and evaluated in terms of Clause 14.
- 5.1.4 Employees are bound by the currently titled "*Sydney Ports Code of Conduct*" which states the ethical and behavioural standards required of Employees of the Corporation in the performance of their duties.
- 5.1.5 Employees are required to observe, support and implement the Sydney Ports Corporation Health and Safety Management Plan and to observe, support and follow the statutory provisions contained in the Occupational Health and Safety Act 1983 (as amended) or other relevant legislation.
- 5.1.6 Employees will refrain from any behaviour, which supports, or is of itself of a discriminatory nature or constitutes harassment or bullying.
- 5.1.7 During the term of this agreement the parties will evaluate, trial and where appropriate, implement flexible work practices to increase customer service and benefit the Corporation and Employees.
- 5.1.8 The parties agree that the PSOL requires Sydney Ports to provide services on a 24 hour, 7 days a week, basis and there will be no action taken which will prevent continuity of service in the terms of the licence. Sydney Ports 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.
- 5.1.9 The parties will make every effort to ensure a work environment free of industrial disputes and the reciprocal processes of information provision, explanation, consultation and co-operation in accordance with Clause 16 Grievance Handling and Dispute Resolution, will be observed.

5.2 Separation from Employment

- 5.2.1 The employment of a Full-time or Part-time Employees may be terminated only by two week's notice on either side which may be given at any time or by the payment by Sydney Ports or forfeiture by the Employee of two week's pay in lieu of notice. This shall not affect the right of Sydney Ports to dismiss an Employee without notice in the case of an Employee guilty of misconduct, dishonesty or neglect of duty.
- 5.2.2 On separation from employment, Employees are required to return all property belonging to Sydney Ports. Each item on loan to an employee will be identified at time of issue and the Employee will be responsible for ensuring that those items are returned prior to the Employee leaving the service of Sydney Ports. Employees may be required to compensate Sydney Ports for the assessed value of property, which is not returned.
- 5.2.3 If an Employee has given notice of separation, or Sydney Ports has given notice to an Employee and the Employee is absent from work during the period of notice unless on approved leave, the Employee will be deemed to have abandoned their employment. If an Employee does not present for work as scheduled for 5 consecutive working days or 3 consecutive rostered shifts (unless on approved leave) without satisfactory explanation, the Employee will be deemed to have abandoned their employment. In such cases Sydney Ports will have the right to terminate the contract of employment from the last day worked.

6. HOURS OF WORK – All Employees

- 6.1 Hours of work within this Agreement will be arranged to take into consideration the specific needs of Sydney Ports and where possible the work preferences of Employees. Different patterns of hours may apply to various groups or sections to meet customer service or specific section/unit requirements.
- 6.2 Starting and finishing times should be mutually agreed between management of the Corporation and employees; however, if agreement cannot be reached the needs of the organisation must prevail and the Corporation will determine starting and ceasing times. Employee coverage to meet the needs of Sydney Ports will be determined through a process of mutual co-operation at Unit/Section level and will where possible take into account the specific needs of employees.
- 6.3 Once starting and ceasing times have been established, reasonable notice will be given (normally 5 calendar days) if changes are required. The parties may agree to vary the starting and ceasing times with shorter notice. Employees can be required to report to a fixed place of work, or to the job.
- 6.4 The working of additional hours within the spread of hours will be by reasonable notice from management of the Corporation. The working of additional hours outside the spread of hours will be by reasonable notice and approval of management of the Corporation.
- 6.5 Clause 7 sets out specific hours and working arrangements for all employees except those working on rostered shifts in Port Operations and Marine Services, where the provisions of Clause 8 shall apply.

5.2 Separation from Employment

- 5.2.1 The employment of a Full-time or Part-time Employee may be terminated only by two week's notice on either side which may be given at any time or by the payment by Sydney Ports or forfeiture by the Employee of two week's pay in lieu of notice. This shall not affect the right of Sydney Ports to dismiss an Employee without notice in the case of an Employee guilty of misconduct, dishonesty or neglect of duty.
- 5.2.2 On separation from employment, Employees are required to return all property belonging to Sydney Ports. Each item on loan to an employee will be identified at time of issue and the Employee will be responsible for ensuring that those items are returned prior to the Employee leaving the service of Sydney Ports. Employees may be required to compensate Sydney Ports for the assessed value of property, which is not returned.
- 5.2.3 If an Employee has given notice of separation, or Sydney Ports has given notice to an Employee and the Employee is absent from work during the period of notice unless on approved leave, the Employee will be deemed to have abandoned their employment. If an Employee does not present for work as scheduled for 5 consecutive working days or 3 consecutive rostered shifts (unless on approved leave) without satisfactory explanation, the Employee will be deemed to have abandoned their employment. In such cases Sydney Ports will have the right to terminate the contract of employment from the last day worked.

6. HOURS OF WORK - All Employees

- 6.1 Hours of work within this Agreement will be arranged to take into consideration the specific needs of Sydney Ports and where possible the work preferences of Employees. Different patterns of hours may apply to various groups or sections to meet customer service or specific section/unit requirements.
- 6.2 Starting and finishing times should be mutually agreed between management of the Corporation and employees; however, if agreement cannot be reached the needs of the organisation must prevail and the Corporation will determine starting and ceasing times. Employee coverage to meet the needs of Sydney Ports will be determined through a process of mutual co-operation at Unit/Section level and will where possible take into account the specific needs of employees.
- 6.3 Once starting and ceasing times have been established, reasonable notice will be given (normally 5 calendar days) if changes are required. The parties may agree to vary the starting and ceasing times with shorter notice. Employees can be required to report to a fixed place of work, or to the job.
- 6.4 The working of additional hours within the spread of hours will be by reasonable notice from management of the Corporation. The working of additional hours outside the spread of hours will be by reasonable notice and approval of management of the Corporation.
- 6.5 Clause 7 sets out specific hours and working arrangements for all employees except those working on rostered shifts in Port Operations and Marine Services, where the provisions of Clause 8 shall apply.

7. HOURS OF WORK - Day Workers

7.1 This clause applies to all Employees of the Corporation, except those employed as Shift Workers in the terms of Clause 8 as Port Operations and Marine Services employees.

7.1.1 The ordinary hours of work of Day Workers shall be a maximum of 2072 per annum, worked as a minimum of 35 hours per week average over a cycle of 4, 8 or 12 weeks, to be determined by each business Unit.

Up to 252 ordinary hours may be worked in the terms of Sub-clause 7.2 (Additional hours) of this Agreement.

7.1.2 Any ordinary hours will be worked on any one-day (Monday to Friday) between the hours of 7:00a.m. and 7:00p.m. (known as "Bandwidth").

7.1.3 At the instigation of a Day Worker, notwithstanding any other provision of this clause, the Day Worker(s) and the supervisor/manager may at any time agree to other arrangements provided they meet the needs of the business Unit and the minimum hours are worked within the cycle.

7.1.4 Ordinary hours will exclude meal breaks which will be a minimum of 30 minutes and a maximum of two hours taken having regard to service levels and operational requirements. Time taken for a meal break will not count as hours worked.

7.1.5 One refreshment break is to be taken on the job at a convenient time, having regard to service levels and operational requirements. Time taken for such break will count as hours worked.

7.2 Additional Hours - Day Workers.

7.2.1 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 time rates.

7.2.2 For approved hours worked in addition to the minimum hours and not taken as time in lieu:

- (i) Payment at ordinary time for:
 - Up to 21 hours in a 4 week cycle
 - Up to 42 hours in an 8 week cycle
 - Up to 63 hours in a 12 week cycle
- (ii) Payment at ordinary time and one half (T1.5) for hours:
 - Exceeding 21 and no more than 28 in a 4 week cycle
 - Exceeding 42 hours and no more than 56 in an 8 week cycle
 - Exceeding 63 and no more than 84 in a 12-week cycle.

- (iii) Payment at double time (T2.0) for hours:
 - Exceeding 28 in a 4 week cycle
 - Exceeding 56 hours in an 8 week cycle
 - Exceeding 84 hours in a 12-week cycle.

7.3 Overtime – Day Workers

The following overtime provisions will apply to all Day Workers.

- 7.3.1 Day Workers recalled to work overtime will be entitled to a minimum of 4 hours payment for such work; except when such Employee is called in to work immediately before or after the Day Worker's roster. On these occasions such Employee will be paid for actual hours worked.
- 7.3.2 For overtime worked Monday to Saturday at the rate of time and one half (T1.5) for the first two hours and double time (T2) thereafter.
- 7.3.3 For overtime worked on a Sunday, at the rate of double time (T2).
- 7.3.4 For overtime worked on a Public Holiday, at the rate of double time and one half (T2.5), in addition to the normal remuneration for that day.
- 7.3.5 Employees required to work overtime either before or after Bandwidth hours Monday to Friday, or for 4 hours or more on a Saturday, Sunday or Public Holiday will be provided with a meal. Where this is not provided the amount of payment is agreed to be the rate applied within the Corporation's Travel Policy.

7.4 Meal Break for Overtime – Day Workers

- 7.4.1 Overtime or additional hours will not accrue during meal breaks on overtime.
- 7.4.2 A meal break for overtime will be applied as follows:
 - (i) Before Bandwidth – for Day Workers who work overtime of 4 hours or more an unpaid meal break of a minimum of 30 minutes must be taken, prior to commencing ordinary hours.
 - (ii) After Bandwidth – for Day Workers who work overtime beyond 7 pm., an unpaid meal break of a minimum of 30 minutes must be taken prior to commencing overtime.
 - (iii) A Day Worker required working an additional period of overtime of 4 hours or more will be required to take a further unpaid meal break of 30 minutes for each additional 4-hour period.

Saturday, Sunday or Public Holiday – for Day Workers who work overtime of 4 or more hours, an unpaid meal break of a minimum of 30 minutes must be taken. Day Workers required to work additional overtime will be required to take a further unpaid meal break on completion of 4 or more hours.

8. HOURS OF WORK – Shift Workers

This clause applies to Shift Workers (as defined), employed in the Port Operations Communications Centre and Marines Services Unit.

8.1 Ordinary Hours – Shift Workers

The ordinary hours of work of Shift Workers shall be no more than 2120 per annum worked as a minimum of 38 hours per week averaged over a 52-week period.

Up to 144 ordinary hours may be worked in the terms of Clause 9.15 of this Agreement.

8.1.1 Shift Workers will work as a Team being allocated to duties by the supervisor according to rosters. Shift Workers shall not be rostered to work more than six shifts in any week, or four shifts in any week if working on a 12-hour shift roster, except by agreement.

8.1.2 Shift Workers will perform additional periods of duty to their rostered hours as required by the supervisor, for instance, to complete a fully complemented shift, or to complete tasks already commenced.

8.1.3 For twelve hour Shift Workers, a paid break of 30 minutes shall be allowed between the fourth and fifth and eighth and ninth hour after the commencement of work and between each fourth and fifth hour thereafter. For other Shift Workers one paid break of 45 minutes duration shall be granted.

8.2 Additional Hours & Overtime - Shift Workers

8.2.1 Additional hours shall be performed by Shift Workers as required to fulfil Sydney Ports' operational requirements including, but not limited to, PSOL requirements.

8.2.2 Necessary overtime or Additional Hours, required to be worked to fulfil shift rosters to meet work demands has been fully compensated in the Personal Salary and no separate or additional payment shall be made.

8.2.3 A Shift Worker who works so many additional hours between the termination of work on one day and the commencement of work on the next day that the Shift Worker has not had at least 10 consecutive hours off duty between those times, shall subject to Sub-clause 8.2.4, be released after completion of such additional hours until that employee has had 10 consecutive hours off duty without loss of pay for scheduled working time occurring during such absence.

8.2.4 The provision of the above sub-clause shall apply in the case of Shift Workers as if 8 hours were substituted for 10 hours when additional hours were worked:

- (i) for the purpose of changing shift rosters; or
- (ii) where a Shift Worker does not report for duty and another Shift Worker is required to replace such employee; or
- (iii) where a shift is worked by arrangement between the Shift Workers themselves.

8.3 Continuous Shift Work

8.3.1 At the time of making this Agreement 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.

8.3.2 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 complement of the next/previous shift.

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.

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

8.3.4 To the extent of any inconsistencies between the provisions of Clause 8.1, 8.2 and 8.3, the provisions of Clause 9.15 shall apply.

9. REMUNERATION

9.1 Remuneration Model

The Sydney Ports Corporation Remuneration Model for the duration of this Agreement will comprise up to seven components for each Employee covered by this Agreement (known as the Personal Salary), in the following terms:

9.1.1 Base salary incorporating economic adjustments as detailed in Sub-clauses 9.2 and 9.3 below.

9.1.2 *Shift and Penalty Allowance or Community Language Allowance Scheme (CLAS)*

These allowances are eligible for inclusion in the Personal Salary for the purpose of superannuation and leave payments. (See Clauses 9.4 and 9.5 below).

9.1.3 *First Aid Allowance*

This allowance is ineligible for inclusion when calculating the Personal Salary for the purpose of superannuation, leave or termination payments. (See Clause 9.6 below)

9.1.4 *Organisation Performance Payment*

Is for achievement of organisational goals set by the Corporation in consultation with the Sydney Ports Corporation Consultative Committee at the commencement of each financial year and measured on conclusion of each financial year. This payment shall be included when calculating the Personal Salary for the purpose of superannuation, leave and termination payments in the calendar year following payment and shall not be used retrospectively to adjust superannuation assessments or in calculating entitlements for termination, or calculating all leave entitlements. (See Clause 9.7 below)

9.1.5 *Team or Individual Performance Payment*

This is dependent on the parties developing an agreed performance model subject to Clause 19 hereof and trialing same by July 1999.

After agreement is reached, Sydney Ports Corporation shall determine the quantum and the timing of payments shall be annual, commencing no earlier than December 1999. This payment shall not be included when calculating the nominal salary for the purpose of superannuation, leave or eligible termination payments.

9.1.6 *Merit Allowance* is a personal payment made for reasons of merit, which increases the employee's base salary and is approved against a set of criteria not related to or including re-evaluation of the position. (See Clause 9.8 below).

9.1.7 Separation and overtime payments are to be calculated excluding allowances, penalties and team or individual performance payments.

9.2 Base Salary Structure

The base salary structure will apply for the duration of this Agreement as detailed herein and amended according to the terms of Sub-clause, 9.3.

The following base salary structure represents a 3% increase effective from the first full pay period after 24th June 1998.

	Maritime Officer Level	LEVEL A \$PA	LEVEL B \$PA	LEVEL C \$PA
Maritime Officer Level	1	19,800	21,000	23,000
Maritime Officer Level	2	25,786	28,216	30,879
Maritime Officer Level	3	32,759	34,307	35,854
Maritime Officer Level	4	36,885	38,625	40,366
Maritime Officer Level	5	41,527	43,485	45,441
Maritime Officer Level	6	46,746	48,951	51,156
Maritime Officer Level	7	52,626	55,105	57,584
Maritime Officer Level	8	59,237	62,025	64,814
Maritime Officer Level	9	66,673	69,810	72,948
Maritime Officer Level	10	75,039	77,908	80,840

9.3 Economic Adjustment

Future adjustment to the base salary structure will be applied according to the following schedule:

- 9.3.1 A further 2.5% of the base salary structure effective from the first full pay period (FFPP) on or after 1 July 1999.
- 9.3.2 A further 2.5% of the base salary structure effective from the first full pay period (FFPP) on or after 1 July 2000.

9.4 Shift Loading and Penalty Allowance

- 9.4.1 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:

Shift workers Position Description Title	FFPP After 24.06.98 \$PA	From FFPP 1.7.1999 \$PA	From FFPP 1.7.2000 \$PA
Port Officer Entry	15,102	15,480	15,867
Port Officer 1	15,102	15,480	15,867
Port Officer 2	17,332	17,765	18,209
Communication Superintendent and Marine Service Shift Supervisor	18,256	18,712	19,179

- 9.4.2 This allowance has been adjusted in the same manner as the base salary structure.

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

9.5 Community Language Allowance Scheme

C.L.A.S. is payable to Employees meeting prescribed eligibility criteria who shall receive an annual allowance as follows:

C.L.A.S.	FFPP After HOA Formalised \$PA	FROM FFPP 1.7.1999 \$PA	FROM FFPP 1.7.2000 \$PA
All eligible employees	713	731	749

9.5.1 This allowance has been adjusted in the same manner as the base salary structure.

9.6 First Aid Allowance

The First Aid Allowance is payable to appointed First Aid officers responsible for Sydney Ports first aid kits or facilities. This allowance is not payable where it is a specific designated job requirement and noted in a position description. Eligible Employees shall receive an annual allowance as follows:

First Aid Allowance	FFPP AFTER 24.6.98 FORMALISED \$PA	FROM FFPP 1.1.1999 \$PA	FROM FFPP 1.7.2000 \$PA
All eligible employees	470	482	494

9.6.1 This allowance has been adjusted in the same manner as the base salary structure.

9.7 Organisation Performance Payment

9.7.1 The Organisation Performance Payment shall be payable to all Employees when the Corporation achieves/exceeds the agreed Organisation Performance Goals set. Such a payment shall be made no later than the first full pay period in December each year as a lump sum payment. (Refer Clause 10 Organisation Performance and Productivity.)

9.7.2 The Organisation Performance Payment shall be paid according to the following schedule.

- Up to 1% of the base salary from FFPP after 1.12.1998
- Up to 1.5% of the base salary from FFPP after 1.12.1999
- Up to 1.5% of the base salary from FFPP after 1.12.2000

9.8 Merit

9.8.1 Merit selection and the existence of a suitable vacancy will be the basis for promotion between levels.

9.8.2 A merit allowance is a personal payment, which increases the Employee's base salary. An amount above the Employee's position evaluation level may be nominated for payment, generally to a mid-point between the Employee's currently MO level and the next highest MO level in the base salary structure. A merit allowance may be approved at the sole discretion of the Executive Committee subject to all the following factors:

- (i) The position incumbent is consistently performing to a particularly superior standard across all elements of the position.
- (ii) The position duties have not changed substantially such as to warrant job re-evaluation.
- (iii) The supervisor/manager and the Unit General Manager shall recommend approval by way of written report to the Executive Committee detailing the merit issues.

9.9 Multi-level Entry to a Position

9.9.1 Employees appointed to new or higher level positions for which they do not hold either, or, both the required skills and experience may be offered the position at salary level(s) lower than the position's evaluation or advertised level.

9.9.2 If an appointment is made under these terms the pre-employment discussions and the letter of offer shall contain among other things the following details:

- (i) The Position Description (attached as an Appendix to the letter of offer)
- (ii) The commencing salary details;
- (iii) The training, work experience, skills, or qualifications and timeframes in which achievement is required;
- (iv) Assessment procedures, standards and timing;
- (v) Progression point(s);
- (vi) Probationary period(s) for new entrants;
- (vii) Performance, Disciplinary and Termination policy details.

9.10 Apprentices & Trainees

9.10.1 Apprentices & Trainees will be paid the appropriate percentage of the salary rate for Level 1A of the remuneration structure, except where a wage is part of a national training wage award, or equivalent set of pay and conditions prescribed by legislation or specific government sponsored programs.

9.10.2 The percentages for the various apprenticeship levels covering all trades is detailed below:

1 st year	66%
2 nd year	80%
3 rd year	92%
4 th year	105%

9.10.3 The percentage for the various traineeship levels is detailed below:

With School Certificate or Equivalent	Age 16	65%		
	Age 17	68%		
With HSC or Equivalent	Age 18	75%	Without HSC or Equivalent	70%
	Age 19	80%		75%
	Age 20	85%		80%

9.10.4 An additional amount to cover the annualisation of working conditions, where applicable, will be determined by Sydney Ports.

9.11 Part-Time Employment

Part Time Employees shall be employed for a guaranteed minimum weekly period of no less than 20% of the contract hours of a Full Time Employee. No Part Time Employee shall be required to work less than 2 hours on any day rostered to work. All leave accruals and separation entitlements of Part-Time Employees shall be calculated and paid on a pro-rata basis of the Full-Time Employee at the full-time rate of pay.

9.12 Casual Employment

A Casual Employee for working ordinary time shall be paid per hour for the work performed plus a 20% loading which incorporates the Casual Employees entitlements to, Annual Leave, and any other leave conditions of this agreement, except Long Service Leave.

9.13 Use of Sydney Ports Corporation Vehicles

9.13.1 The use of Sydney Ports Vehicles is controlled by the *Motor Vehicle Code of Use*. Each Employee using the Corporation's motor vehicles shall sign the code of use and supply details of a current driver's licence as requested by Section or Unit Managers.

9.13.2 The Administration Manager controls issue of motor vehicles and the terms are covered by the Corporation's current motor vehicle policy.

9.13.3 Employees using Corporation vehicles for ATO defined "private use" shall complete a payroll deduction authority for the agreed private use reimbursement.

9.14 Annualised Salaries

9.14.1 The levels of overtime and additional hours payments for individual Employees or work teams may be reviewed and annualised on a cost neutral basis. The parties agree that reviews will be undertaken to establish the continued relevance of annualised salaries to ascertain:

- (i) the continuing relevance of working arrangements or conditions upon which

annualised salaries are based; and

(ii) the method by which adjustment is to be effected if required.

9.14.2 Where working conditions components, such as overtime and/or additional hours payments, are aggregated by the Corporation into an annualised salary which is recognised for the purposes of superannuation the outcome shall be cost neutral to Sydney Ports.

9.14.3 Cost neutrality is to be achieved by applying a deflator of .8216 to applicable aggregated working conditions, or such other deflator as is agreed to between the parties in the particular circumstances.

9.15 Provisions Applying to Shift Workers in Marine Services Unit and Port Operations Communication Centre for Working Conditions Not Comprehended By Job Evaluation Outcomes And Shift Allowances & Weekend Penalties etc. detailed in Clause 9.

9.15.1 At the operative date of this Agreement, a payment will be made to Shift Workers (in positions which have the titles specified in Clause 9.4.1). equal to one wage movement for a Maritime Officer Level. Such a payment is in addition to the Job Evaluation outcome and, Shift Loading & Penalty Allowance. This is called a Working Conditions component.

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.

9.15.2 It is the expectation of the parties that additional hours will comprise the equivalent of one additional 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 has been exceeded.

9.15.3 Shift Workers shall undertake training outside normal hours where required. Management shall however endeavour to schedule training during normal hours or in conjunction with normal hours.

9.15.4 Annual leave will be rostered and scheduled throughout the year to minimise employee shortages.

9.15.5 Shift Workers will be called in if any shift falls below the required minimum, and current internal flexibility within shifts is to be maintained and reviewed at appropriate intervals.

9.15.6 The working of additional hours, as required, shall be distributed as evenly as possible amongst all Shift Workers. All additional hours shall be recorded and monitored to ensure additional hours are being worked in accordance with these provisions and monitored to ensure shift numbers are appropriate.

9.16 Payment of Salaries

9.16.1 Payment of salaries to Employees shall be fortnightly only by electronic funds transfer to a bank or non-bank financial institution of the Employee's choice.

9.16.2 *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 companies
- (iii) Banks or financial institutions
- (iv) Union membership
- (v) Gym or sporting fees

9.16.3 The Employee shall arrange for electronic transfer of funds with the organisation concerned and shall provide the paymaster with a signed authorisation and the electronic banking details of the organisation/corporation to whom the payment is to be directed.

9.16.4 *Salary Packaging*

Subject to meeting Corporation requirements and ATO rulings, limited salary packaging options can be arranged at the written request of, and liability for FBT taxation, by the Employee.

10. ORGANISATION PERFORMANCE AND PRODUCTIVITY

10.1 Productivity

10.1.1 Productivity is defined as improving enterprise performance as measured against set performance indicators. The implementation and monitoring of productivity indicators will be undertaken jointly with management, unions and Employees as part of the consultative process.

10.1.2 The following indicators will be monitored as productivity issues. This list of indicators may include, but is not limited to, the following issues:

- (i) Continuous improvement to the Sydney Ports Corporation Customer Satisfaction Index.
- (ii) Continuing to develop and refine business quality improvement strategies and quality assurance processes, across the organisation.
- (iii) Minimising time lost due to accidents, sickness or, industrial issues and increasing average Employee availability.
- (iv) Controlling costs, including reducing workers compensation premiums, improving contract management and minimising waste from all areas of the business.

- (v) Reducing and maintaining appropriate levels of accrued annual and long service leave liabilities.
 - (vi) Improving and measuring the effectiveness of on the job and off the job training to maximise the value return to the Corporation from better work methods and increased job knowledge of its employees.
 - (vii) Improving Corporate profit levels and meeting or exceeding income budgets.
- 10.1.3 At the commencement of each financial year a group of indicators will be selected and improvement or productivity targets set for the following twelve months by discussion between the Sydney Ports Corporation Consultative Committee and management.
- 10.1.4 The Corporation's achievement against the selected indicators will be measured and reported to all Employees at least quarterly.
- 10.1.5 At the conclusion of each financial year and no later than end November each year, a full report will be made available to all Employees. The results for the year will be assessed by the Sydney Ports Corporation Consultative Committee and after agreement with management is reached, the Organisation Performance Payment (referred to in clause 9.7) may be paid to Employees in the first full pay period in December each year as a lump sum payment.

10.2 The Organisation Performance Goals

10.2.1 The Organisation Performance Goals for the period 1 July 1998 to 30 November 1998 areas follows:

- (i) Achievement of average customer satisfaction rating of >7 - an amount of 0.25% of the Organisation Performance Payment;
- (ii) Achievement of an average customer satisfaction rating of >7.2 or above - a further 0.25% of the Organisation Performance Payment;
- (iii) No more than 2 lost time workplace injuries - an amount of 0.25% of the Organisation Performance Payment;
- (iv) Sick leave rolling average of less than 3.5 days per employee (pa.) - an amount of 0.25% of the Organisation Performance Payment;

(Total Organisation Performance Payment possible is up to 1% of the Employee's base salary)

10.2.2 The Organisational Performance Goals for the period 1 July 1998 to 30 June 1999 are as follows:

- (i) Achievement of average customer satisfaction rating of 7 - an amount of 0.25% of the Organisation Performance Payment;

- (ii) Achievement of an average customer satisfaction rating of 7.2 or above – a further 0.25% of the Organisation Performance Payment;
- (iii) No more than 4 lost time workplace injuries – an amount of 0.25% of the Organisation Performance Payment;
- (iv) No more than 20 days time lost due to workplace injuries – an amount of 0.25% of the Organisation Performance Payment;
- (v) Sick leave rolling average of less than 4.5 days per employee per annum – an amount of 0.25% of the Organisation Performance Payment;
- (vi) Sick leave rolling average of less than 4 days per employee per annum – an amount of 0.25% of the Organisation Performance Payment;

(Total Organisation Performance Payment possible is up to 1.5% of the Employee's base salary)

10.3 Quality Performance

The parties are committed to the process of continuous improvement by benchmarking against appropriate measures, re-engineering processes and broadening quality assurance and quality improvement processes, utilising increased technology and improving work timeliness and response.

10.4 Consultative Process

The Consultative Committee will keep under review the effectiveness of workplace changes, together with implementation of the Agreement, with particular emphasis on continuous improvement.

11. LEAVE

11.1 The provisions of this clause are subject, where applicable, to the provisions of the Annual Holidays Act 1944 (NSW) and the Long Service Leave Act 1955 (NSW).

11.1.1 Where payment in advance is sought an approved Application for Leave form must be lodged with the Human Resources Unit at least three weeks in advance of commencing leave.

11.1.2 For all leave types approved under Clause 11 the debit shall be:

- (i) Shift Workers engaged on Continuous Shift Work shall be debited at the rate of 7.6 hours for each 7.6 hour day they would have worked according to the duty roster had they not been on leave, but exclusive of any Public Holidays observed and occurring on a rostered duty day.
- (ii) Shift Workers engaged on 12 hour Continuous Shift Work shall be debited Leave at the rate of 12 hours leave for each ordinary 12 hour shift they would have

worked according to the normal roster had they not been on Leave. If a rostered shift falls on an observed Public Holiday during a period of Annual or Long Service Leave the employee is to be debited four hours Leave only, for that day.

- (iii) Day Workers will be debited 7 hours for each working day absent exclusive of Public Holidays
- (iv) Permanent Part time employees shall be debited for leave taken on days where they are rostered to work. Debits and credits shall be proportionately debited/credited based on the pro-rata of normal hours rostered, to a 35 hour or 38 hour week (as appropriate).

11.1.3 Employees may apply to take accrued annual, long service, maternity or adoption leave at half pay. The Unit Manager in consultation with the General Manager Human Resources must approve this concession, only where it is convenient to do so.

11.1.4 The taking of any leave entitlements (with the exception of bereavement or sick leave), will be at a mutually convenient time agreed by the Employee's delegated manager, the Employee and where appropriate the Team having regard to leave roster arrangements and operational and workload requirements.

11.1.5 Any absence on leave without prior approval (except for sick leave) may be considered an unauthorised absence and lead to action under the Corporation's disciplinary policy.

11.1.6 A minimum debit for leave taken in terms of this clause shall be one day unless otherwise specified.

11.2 Annual Leave

11.2.1 Employees are entitled to Annual Leave as follows:

- (i) All Day Workers (as defined) - 140 hours (4 weeks) paid leave for each completed year of service.
- (ii) All Continuous Shift Workers (as defined) - 190 hours (5 weeks) paid leave for each completed year of service.

11.2.2 Employees may retain a maximum Annual Leave balance up to 30 days (210 hours) for Day Workers or 35 days (266 hours) for Shift Workers at any time. Individual requests to accrue in excess of these amounts will be considered on a case by case basis. Requests shall include how it is proposed to take the accrued Annual Leave, in order to reduce the leave balance to required levels.

11.2.3 An employee on approved higher duties for periods in excess of five working days (or three twelve hour shifts), who commences and concludes approved annual leave, may retrospectively apply by submission of an allowance claim, for higher duties to be paid during such leave. This is conditional on the higher duties assignment continuing on resumption of work.

11.2.4 Upon termination, an Employee is entitled to receive payment for any accrued, but untaken, entitlement to Annual Leave.

11.3 Long Service Leave

11.3.1 Employees are entitled to Long Service Leave as follows:

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

11.3.2 Employees are entitled to pro rata Long Service Leave after 5 years service (as an adult) with the Corporation, whose employment is terminated by the Employer for any reason other than serious and wilful misconduct, or by the Employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the Employee, as a proportionate amount on the basis of 2 months for 10 years service (as an adult).

11.3.3 Incoming or exiting Employees of the Corporation may, subject to the agreement of both employers and upon confirmation of entitlement and receipt or 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 Sydney Ports, 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.

11.4 Public Holidays

11.4.1 The following days or the days upon which they are observed shall be holidays:

- New Years Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday

- National Aboriginal Day (for declared Aboriginal employees)
- Labour Day
- Christmas Day
- Boxing Day
- Any other day/s which are gazetted and observed as public holidays throughout the State.

11.4.2 Subject to the provisions of Clause 11.4.3 of this Agreement, there shall be no deduction of pay for Day Workers (who are ordinarily rostered to work on that day) or for Shift Workers (who are not rostered for duty on that day) for public holidays not worked.

11.4.3 Employees who absent themselves from duty without approval from a delegated manager on the working day prior to and/or the working day following any Public Holiday shall not be entitled to receive payment for such holiday.

11.5 Sick Leave

11.5.1 Full Time Employees shall, subject to this clause, be entitled to 35 hours (Day Workers) sick leave or 38 hours (Shift Workers) sick leave on full pay for each year of service, cumulative on a 3 years to date basis. Part-Time Employees shall, subject to this Clause, be entitled to a proportionate amount of Sick leave.

11.5.2 The Sick Leave provisions as applied in Sydney Ports are designed to remove any abuses of sick leave and to provide paid leave for genuine illness.

11.5.3 Where illness occurs, Sick Leave may be available as required. Each individual case shall be reviewed in accordance with the following procedures:

- (i) It is an Employee's responsibility to report their inability to attend work in order to qualify for payment.
- (ii) 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 finish of the previous shift. The delegated manager may make approval for payment of Sick Leave.
- (iii) Documented medical evidence and/or a medical examination by a medical practitioner will be necessary where required by Sydney Ports.

11.5.4 In the case of long term illness, the continuation of paid Sick Leave will be determined on a case by case basis.

11.5.5 In the event of illness or incapacity, where income protection insurance is not an option provided by the employee's nominated superannuation fund, the Corporation will provide income protection insurance to the limits prescribed by the Corporation's Policy in the terms detailed in the policy document.

- 11.5.6 Eligibility for entry to the Corporation's Policy will be subject to an application by the Employee in the terms required by the Corporation's nominated insurer and acceptance of the Policy proposal and the Employee, by the insurer.
- 11.5.7 The Corporation will limit its premium contribution to 1% of the individual Employee's base salary. Any additional premium costs incurred to increase coverage, sought by the Employee or, as a condition of acceptance by the insurer, shall be entirely borne by the Employee as a salary deduction. The Corporation shall describe the full range of additional coverage to Employees.
- 11.5.8 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.
- 11.5.9 Claims payment will be at the levels stipulated by the insurer in the Policy document.
- 11.5.10 On acceptance of a claim by the insurer and commencement of income protection payments, any sick leave or other payments ordinarily made by the Corporation will cease.
- 11.5.11 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:
- (i) 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.
 - (ii) 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 either the Corporation's Income Protection Plan or Superannuation Fund illness/disability/early retirement provisions.

11.6 Parental, Aged and Dependent Care Leave

Unpaid Parental or Aged & Dependant Care Leave shall not count as service for any purpose.

In addition to the provisions of the Industrial Relations Act 1996, Part 4, Parental Leave, employees shall be entitled to:

11.6.1 *Maternity leave*

- (i) Female Employees who have completed at least forty weeks continuous service either with Sydney Ports or, where transferred service entitlements have been recognised in terms of Clause 11.3.3, shall be granted paid Maternity Leave on full pay for 315 hours (Day Workers) 342 hours (Shift Workers) from the date Maternity Leave commences. Maternity Leave may commence up to 9 weeks prior to the expected date of birth, as indicated on the medical certificate furnished with the application for Maternity Leave.

- (ii) Employees may elect to take Annual Leave or Long Service Leave to credit on half pay during any period of half pay Maternity Leave.
- (iii) Employees who have been granted Annual and/or Long Service Leave in respect of any period subsequently allowed as paid Maternity Leave shall be re-credited with such Annual and/or Long Service Leave.

11.6.2 *Adoption leave*

Female Employees who adopt a child are entitled to 105 hours (Day Workers) 114 hours (Shift Workers) at full pay on and from the date of taking leave subject to completing 40 weeks continuous service as detailed above.

11.6.3 *Paternity leave*

Male Employees may apply for unpaid Paternity Leave or Adoption Leave in terms of the Industrial Relations Act 1996.

11.6.4 *Aged and dependant care leave*

- (i) The Human Resources Unit should be advised by the Employee of the names of dependents on commencement and maintain currency of this information at regular intervals.
- (ii) Paid leave of up to 35 hours (Day Workers) or 38 hours (Shift Workers) per calendar year may be granted by the relevant delegated manager for Employees to arrange or provide short term care for sick, injured or aged dependants or family members, provided that the Employee contacts their Manager in advance of taking the leave, or in urgent circumstances within one hour of their normal commencement time.
- (iii) Each case will be determined on an individual basis. The granting of leave in this category shall be at the discretion of the relevant delegated manager who shall be satisfied that the application for leave falls within the intent of this clause and that nominated dependants details are as recorded in the Employee's personal file.
- (iv) For periods of less than one day TIL or flexible working hours shall be utilised.

11.7 **Personal Leave**

11.7.1 Approved Personal Leave will count as service for all purposes.

11.7.2 Flexible working hours arrangements provide an opportunity for Employees to attend to urgent and unforeseen personal concerns or planned short activities during business hours without the need for access to additional time off.

11.7.3 Payment may be provided for personal leave. The onus is on the Employee applying to provide sufficient supporting information, or the Unit Manager may require that the Employee utilise TIL provisions or accrued annual leave, long service leave or leave

without pay. Personal Leave is not available if any remuneration or fees are paid by or from another source (except for travel and meal allowances) and retained by the employee. Where an employee elects to retain fees or remuneration paid, the period will be debited as Annual Leave, Long Service Leave or Leave Without Pay. 11.7.4 Personal leave is non-cumulative and is paid at the Employee's personal salary. Employees on approved annual or long service leave may not seek a credit and apply for personal leave for that period of leave.

11.7.5 Each case will be determined on an individual basis. The approval and length of leave will be at the discretion of the Unit Manager following the Employee establishing that the request is reasonable and genuine, and the manager being satisfied that the application for leave falls within the intent of this provision.

11.7.6 Personal Leave may be granted in the following terms:

- (i) **Bereavement Leave** of up to 14 hours (Day Workers) 15.2 hours (Shift workers) to attend the funeral of an immediate family member (as defined). Up to an additional 7.6 hours may be granted where the Employee is directly responsible for arranging the funeral.
- (ii) **Emergency Volunteers** may be granted leave of up to 35 hours (Day Workers) or 38 hours (Shift Workers) in any calendar year when called upon to assist as a volunteer of, or to attend specific training required by:
 - Volunteer Rescue Association of NSW (or affiliated groups)
 - State Emergency Service
 - Bush Fire Brigade or NSW Volunteer Fire Brigade

Under the following terms:

Proof of attendance authorised by the appropriate divisional commander or controller, indicating the reason, period and area of attendance; details of any payments made and the name and status of the volunteer organisation shall be supplied. Specific training shall indicate course curriculum and qualifications or accreditation achieved.

Declared Emergencies - Where an emergency is declared under the State Emergency & Rescue Management Act 1989, under other relevant legislation, or by the Governor, employees who volunteer to assist in the emergency may be granted Personal Leave.

Rest Period - Where an employee remains on emergency duty for several days, and the headquarters to which he/she is attached operates on a 24 hours a day basis, the employee may be allowed reasonable time for rest in cases where physical distress was experienced, before returning to normal duties.

- (iii) **Jury Service.** An employee who is summoned to attend for Jury Service must advise their Supervisor/Manager in advance and

- details of all fees received (except for travelling expenses and meal money) should be provided to the Human Resources Unit and make up pay shall be granted;
- A Certificate from the Sheriff or Registrar of the Court certifying details of attendance at Court and fees paid must support the Application for Leave.

Note 1: Marine Services and Port Operations Communications Centre Employees may be exempted as an "Emergency Service" under Schedule 3 Part 7 of the Jury Amendment (Qualifications) Regulation 1996. Exemption should be sought by application to the Sheriff as soon as possible after receiving the notification.

Note 2: Attendance at court as a witness in litigation affecting Sydney Ports is to be regarded as normal duty.

Note 3: Attendance at court in a private capacity (subpoenaed or otherwise) does not qualify for personal leave. Any fees paid to the employee may be retained and the absences debited by utilising Annual Leave, Long Service Leave, Time in Lieu or Leave without Pay provisions.

- (iv) **Presentation of Awards, Commendations or Graduations.** For attendance at a ceremony to receive a significant personal award, citizenship, personal commendation, graduation certificate, diploma, degree or doctorate an Employee may be granted the minimum time necessary to travel and attend such presentations.
- (v) **National Aborigines Day or Religious Holidays.** Employees who identify as Aboriginal or belonging to a recognised religion, may be granted personal leave of up to one working day or shift per calendar year to participate in specific events or celebrations, which do not fall within those days referred to in Clause 11.4 Public Holidays.
- (vi) **Commonwealth or Olympic Games or Disabled Games.** A competitor or official selected to represent Australia, may receive personal leave of up to 700 hours (Day Workers) 760 hours (Shift Workers) in any four year period to attend such amateur Games.

Applications not falling within this category may receive consideration on the merits of the case presented.

- (vii) **Military Leave**
Employees who are part-time members of the Civilian Military Forces in the terms of the Defence (Re-establishment) Act 1965, may be granted leave of up to two weeks (14 calendar days, including weekends) in any calendar year when required to attend specific training required under the following terms:

Proof of attendance, authorised by the appropriate divisional commander, indicating the reason, period and area of attendance and details of any payments

made shall be supplied. Specific training shall indicate course curriculum, activities undertaken and qualifications or accreditation achieved.

11.8 Trade Union Training Leave

Paid leave may be granted up to a maximum of 84 hours (day workers) or 91.2 hours (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, on the following conditions:

- (i) That operating requirements permit the granting of leave.
- (ii) That the scope, content and level of the short course are such as to contribute to a better understanding of Employee relations and be of benefit to Sydney Ports as a whole.
- (iii) Leave granted for trade union training will count as service for all purposes.
- (iv) 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.
- (v) 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 supports the application.

11.9 Leave Without Pay

Leave Without Pay shall only be granted for periods exceeding one working day, or shift where all other forms of paid leave use, or flexible working options have been exhausted.

- 11.9.1 An Employee wishing to take a period of Leave without Pay shall make application to their supervisor specifying the reasons for such Leave and the period of leave proposed.
- 11.9.2 Each application for Leave Without Pay shall be considered by the relevant delegated manager on its merits, taking into account the wishes of the Employee and the requirements of the Business Unit. Leave without Pay shall only be granted if business needs can be accommodated during the period of Leave proposed.
- 11.9.3 In granting of Leave without Pay Sydney Ports will use its discretion as to whether relieving arrangements will be invoked to cover such absences.
- 11.9.4 All other leave types shall not accrue during periods of Leave without Pay. Leave without pay shall not count as service for any purposes.
- 11.9.5 In the case of superannuated employees under the SSS or SASS provisions, periods of Leave Without Pay in excess of six months may only be granted if satisfactory arrangements are made for the employee to pay their own superannuation contributions as well as Sydney Ports' liability, for the whole period of Leave Without Pay. Note that

the Superannuation guarantee basic benefit employer contribution shall be suspended during periods of approved Leave without Pay.

12. EMPLOYMENT SECURITY

12.1 Employment Levels

- 12.1.1 The appropriate organisation structure and employment levels are determined by Sydney Ports consistent with business requirements and its continued role as a service provider and Port Safety Operating Licence holder. The need for changes in employee numbers may arise from continuous improvement and business needs. Subject to the foregoing Sydney Ports has determined that the requirement, as at the date of this Agreement, is for 185 Full Time permanent positions. Consultation will take place on an ongoing basis with Employees and unions concerning employment levels.
- 12.1.2 For the term of the Agreement, employee reductions will be in accordance with established Sydney Ports policy and practice which currently allow reductions only through natural attrition, redeployment or voluntary redundancy.
- 12.1.3 Subject to the provisions of applicable Government legislation or policy and guidelines, all permanent Full Time or Part Time employees of Sydney Ports at the time of signing the Agreement will have security of employment for the term of the Agreement. This undertaking extends to employees rather than positions. That is, positions may be restructured or deleted from the structure.
- 12.1.4 Any Employee whose position changes substantially or is deleted during the term of the Agreement may be transferred to other positions in the Corporation, or, offered the Corporation's Voluntary Redundancy Package in accordance with the provisions hereunder.
- 12.1.5 This undertaking will not have any effect on the process of performance or disciplinary matters, which are pursued separately.

12.2 Voluntary Redundancy

- 12.2.1 Employees who become a supernumerary as a result of restructuring or organisational change may access the retraining, financial counselling, outplacement or other support services available under established Sydney Ports Policy and practice.
- 12.2.2 When offered, an Employee who accepts Voluntary Redundancy is entitled to the current Sydney Ports Voluntary Redundancy Package, (which does not include an entitlement to annual leave loading which is already included in the personal salary used for the calculation of entitlements and other benefits).
- 12.2.3 In the event that Sydney Ports is required to undertake a restructuring process which results in a reduction in the numbers of Employees, which is not able to be met through natural attrition, redeployment or voluntary redundancy, the parties to this Agreement reserve the right to renegotiate Clause 12.1.

12.2.4 Where, as a result of restructuring a position is created which did not have an equivalent in the old structure, or it is so different that it is clearly a new position, the following order of filling the vacancy will occur:

- (i) Redeployment or transfer of a supernumerary Employee where the Employee's substantive or personal salary is greater than the salary for the position and the competencies required for the position are held by the Employee or where there is a competency shortfall the requirements can be made up within three months.
- (ii) Salary maintenance at the higher level will be maintained for the period stipulated in the Corporation's policy of the day, currently 12 months. After that time the salary will be set at the level of the position. However, in recognition that there may be special circumstances which warrant a change to this provision, the parties to this Agreement reserve the right to renegotiate the length of salary maintenance.
- (iii) Where there are two or more Employees to be considered for redeployment or transfer, the Employee appointed will be determined by adopting a selection criteria which will be based upon, amongst other things, merit and skill levels of the employee.

13. RELIEVING AND INTERIM APPOINTMENTS (HIGHER DUTIES)

- 13.1 Relieving payments or interim appointments recognising higher level duties undertaken are not automatic and shall be approved in advance by the Unit Manager. Employees should ensure their immediate supervisor/manager is aware of their interest in obtaining opportunities for development so that they are considered when such opportunity occurs.
- 13.2 Relieving on higher duties covers the short term (5 consecutive working days or three consecutive shifts) 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 three months.
- 13.3 Where not all of the duties of a position are exercised in a relieving or higher duties situation, a percentage or part payment may be made to recognise a specific activity(ies). In some cases position descriptions incorporate specific relief duties and in these cases this has been factored into the remuneration applicable and no higher duties payments shall be made.
- 13.4 A temporary appointment may be made where it is known that the position will be vacated from three months up to twelve months or, a Unit Manager may cover such vacancy by seconding several employees on rotation through a temporary assignment to provide work experience.
- 13.5 On the occasion of the first five consecutive working days or three consecutive shifts of relief/higher duties in any dissimilar position, the period is classified as developmental and no higher duties claim will be paid.

- 13.6 A relieving or secondment return and any overtime or allowances claimed are to be submitted to the approving Unit Manger or their nominee for approval at the end of each pay period.
- 13.7 Higher duties allowance shall not be paid to Employees to cover the absence of another employee on accrued time in lieu (TIL).

14. WORK DESIGN AND JOB EVALUATION

- 14.1 Organisation restructure or work re-design will occur in accordance with business needs. Where the Employee and their supervisor can demonstrate the duties of the position have substantially changed, the work value will be assessed utilising the Corporation's evaluation model. Job evaluation involves the systematic comparison of positions based on work value, in order to determine the appropriate sizing and comparative level of positions.
- 14.2 This process may include, from time to time, additional activities such as reviewing Sydney Ports salaries against market rates, or community standards for particular positions or position 'families'. It may also include undertaking internal relativity reviews or other processes to maintain the integrity of the evaluation system and the salary model.
- 14.3 A group of Employees selected from various units of the Corporation's business is trained in job evaluation procedures. From time to time external persons qualified in job evaluation may be invited to participate in the evaluation process to maintain system integrity or to assist in the evaluation process.
- 14.4 The job evaluation system will utilise a broadly recognised methodology, taking into account eight factors grouped under three categories:
- (i) *Expertise*
 - Knowledge and experience
 - Breadth
 - Interpersonal and communication skills
 - (ii) *Judgement*
 - Job Environment
 - Reasoning
 - (iii) *Accountability and Responsibility*
 - Independence and influence
 - Impact
 - Involvement
- 14.5 Results of job evaluation will be communicated to existing position incumbents or, as a guide when advertising salaries for vacant positions.
- 14.6 The grievance procedure will be used to resolve any difficulties arising from this process.

15. CONSULTATION AND WORKPLACE REPRESENTATION

15.1 Consultative Committee

- 15.1.1 Sydney Ports recognises that one of the important elements for ensuring successful workplace reform is the involvement and co-operation of Employees and their unions in the process and encouraging communication and discussion.
- 15.1.2 The Sydney Ports Consultative Committee (SPCC) shall comprise representatives of the parties bound. The group shall meet on a regular basis as deemed appropriate by the group
- 15.1.3 The SPCC will operate observing the existing constitution and operating guidelines unless agreement is reached for replacement or alteration.
- 15.1.4 This SPCC will deal with, but not be limited to, the core issues of the Agreement and their application across Sydney Ports, as well as the issues outlined in Clause 10.

15.2 Workplace Representatives

The role and responsibilities of union workplace representatives, and the mutual understandings of Sydney Ports and the relevant Unions regarding union delegates are set out in this clause.

- 15.2.1 Delegates are empowered to act in an official capacity for and on behalf of their Union in accordance with its rules.
- 15.2.2 It is fundamental that delegates are employees of Sydney Ports and that their prime responsibility and duty is as employees. Activities on union business must not be inconsistent with their contract of employment.
- 15.2.3 On election/nomination of a member as a delegate, the Union concerned will notify in writing, addressed to the Chief Executive Officer, advising the following information:
- (i) New delegate's name.
 - (ii) Name of delegate replaced, new or additional position.
 - (iii) Work location and telephone contact number.
 - (iv) Work group that the delegate is responsible for.
- 15.2.4 Upon receipt of a notification including the information outlined in Sub-clause 15.2.3 above, Sydney Ports recognises delegates as in Sub-clause 15.2.1, 15.2.2 and 15.2.5.
- 15.2.5 This recognition supports the legitimate part played by delegates in operations of the union in its dealings with Sydney Ports and involves activities such as:
- (i) In the first instance referring members to the most appropriate internal source to resolve individual problems.

- (ii) Presenting complaints or concerns of the work group, which the delegate is responsible for, to the supervisor. In doing so the delegate is expected to observe Clause 16 (Grievance Handling and Dispute Resolution) of this Agreement.
 - (iii) Attending meetings or conferences called by Sydney Ports; the Sydney Ports Consultative Committee or their Union(s).
 - (iv) Attending proceedings at the Industrial Relations Commission when required as a witness or to assist the Union Advocate.
- 15.2.6 For meetings and conferences delegates must obtain prior approval from their supervisors to attend.
- 15.2.7 Sydney Ports is not under any obligation to pay its delegates whilst they attend to Union business, however, in line with the spirit inherent in recognition of the role of delegates, Sydney Ports is prepared to pay where the following criteria are met:
- (i) Safety and operational requirements are not prejudiced, an application for special leave is submitted and supervisor approval is obtained beforehand.
 - (ii) Sydney Ports considers that the request is reasonable and leads to more constructive employee relations.
 - (iii) For proceedings at the Industrial Relations Commission, assistance to a Union Advocate is limited to no more than two representatives on each occasion.
- 15.2.8 The procedure for notifying for meetings convened by Unions or Peak Councils is notification in writing, giving 2 working days notice of the meeting, including dates, venues, proposed agenda and approximate time the meeting will take and details of delegates expected to attend. Sydney Ports will be provided with an attendance list of meetings. In exceptional circumstances the parties agree the above procedures may be waived.
- 15.2.9 The current practice, whereby recognised union delegates are allowed a reasonable opportunity to carry out general union business on-site at times mutually convenient to the Employees and Sydney Ports, will be continued.
- 15.2.10 When involved in union activity, delegates are expected to observe the same standards of conduct and behaviour as any employee. Breaches will be dealt with on the same basis as for all Employees – either under the currently titled “SPC Discipline Policy” or other appropriate action.
- 15.2.11 Sydney Ports reserves the right to notify the relevant union should it consider a recognised delegate is abusing any privilege extended to the delegate.

16. GRIEVANCE HANDLING AND DISPUTE RESOLUTION

16.1 Objectives of these Guidelines

To create an environment where grievances and disputes are identified, heard and resolved fairly and promptly as close to its source as possible, with graduated steps for further investigation or discussion at each level of authority. All grievances will be treated as private and confidential and any discussions, documents or other evidence restricted to a 'need to know' basis.

Records of grievances and disputes will be maintained in a secure place.

16.2 What is a Grievance or Dispute?

A *grievance* is a personal complaint or difficulty about any work related matter, which is causing an employee personal distress or concern. A grievance may relate to:

- training opportunity
- job rotation
- suspected discrimination (age, race, disability, gender)
- harassment or bullying
- suspected corrupt, illegal or criminal behaviour.

A *dispute* generally refers to a complaint or difficulty, which affects or has the potential to affect more than one employee. A formal procedure provides an opportunity to resolve a dispute before industrial action occurs. For example, a decision, which changes the working conditions of a group of employees within a work area, may become a dispute.

In resolving both grievances and disputes it is important that through each step normal work should continue, unless there is an identified health or safety risk. If such a risk is identified, the General Manager Human Resources and the Unit General Manager should be notified, so appropriate arrangements can be made.

16.3 Grievance Procedure

16.3.1 Your supervisor or manager, the Employee Services Co-ordinator, the Spokeswoman or a union delegate can assist you.

16.3.2 Steps to be undertaken

- (i) In the first instance, if you have a grievance you should raise it with the employee concerned and/or your supervisor.
- (ii) You have a right to be supported and to have your grievance resolved.
- (iii) A friend or interpreter may accompany you, or you may have a workplace representative present when you make your grievance known to your supervisor and, at any point in the procedure. Sydney Ports will arrange and pay for the cost of the interpreter, if necessary.

- (iv) At this stage it is important for you to speak for yourself, with the support you feel will be of assistance.
- (v) Your grievance may be resolved within the area in which the grievance occurred and by your direct supervisor in many cases.
- (vi) If you cannot approach your direct supervisor because the grievance concerns your supervisor, you should speak with their manager, the Employee Services Co-ordinator or the General Manager Human Resources.
- (vii) Your supervisor or representative shall listen with an open mind, gather all relevant facts and act promptly and fairly taking a consistent approach. The representative shall follow up to ensure that the correct action has been taken and the cause of the grievance properly addressed. The steps to be followed by your Sydney Ports representative will be:
 - Agreeing reasonable deadlines for investigations with you.
 - Seeking as many facts as possible. This may include gathering confidential written or oral evidence to support claims made.
 - Responses will be sought from the person (s) concerned.
 - Making a finding and transmitting this finding to you.
 - Submitting a report to the General Manager Human Resources, if necessary recommending a course of action.
 - Implementing an appropriate outcome.
 - Maintaining records of your grievance in a secure place.
- (viii) If you do not agree with the outcome the Employee Services Co-ordinator, General Manager Human Resources or Secretary and General Counsel may advise you on further internal or external avenues, which you can pursue to address your grievance. This may include an external independent mediator or arbitrator.

16.4 Dispute Resolution Procedure

16.4.1 *Steps to be followed in resolving a dispute*

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 hours of being notified.

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

General Manager Human Resources to arrange discussions between the relevant parties as soon as practicable.

Step 3 At this point, if the dispute remains unresolved the Unit Manager shall inform the Chief Executive Officer and the employees may refer the matter to the Sydney Ports Corporation Consultative Committee for resolution.

Step 4 Discussions between the union official and senior management shall be held.

Step 5 If the matter is unresolved the parties may refer the dispute to the Industrial Relations Commission for conciliation, and if unresolved for arbitration.

17. STAFFING ARRANGEMENTS FOR THE SYDNEY 2000 OLYMPIC GAMES AND PARALYMPIC GAMES

17.1 The parties agree that the remuneration approved in this heads of agreement takes into account the period leading up to and including the Sydney 2000 Olympic Games and the Paralympic Games.

17.2 The specific operational requirements of the Corporation, or Government direction during the lead up and the declared Games period may require, for example, alterations to core working hours, or duties of Employees to be changed to meet such requirements. Any changes will be discussed and agreed with the employees concerned and the Sydney Ports Corporation Consultative Committee as soon as they become known to the Corporation.

17.3 Any temporary or casual employees engaged after the date of the Agreement specifically to undertake Games related activities will be classified as temporary employees under the terms and conditions of this Agreement. Employment terms for such Employees shall not be extended beyond the Games period and no claim for recognition of this service, by way of redundancy payments or recognition of service, shall apply.

18. HUMAN RESOURCES POLICIES

The parties agree that all the former Sydney Ports Corporation Policies and Maritime Services Board Human Resources Policies and Procedures (colloquially referred to as the "Red Books") and Clause 26 of the 1996 Enterprise Agreement shall be replaced in the following manner:

18.1 Policies related to specific legislative areas have been revised and included in the Agreement where in the opinion of the Corporation it is practicable to do so. Specific reference is made to the appropriate legislation and the agreement elaborates on conditions or mechanisms, which exceed legislative requirements.

18.2 Policies relating to Corporation initiatives such as Personal Leave and Family and Dependent Care leave are as incorporated in this Agreement under Clause 11.7 (Personal Leave) and 11.6 (Parental Aged and Dependent Care Leave or Personal Leave).

- 18.3 Issues relating to work procedures or processes shall be included in the Human Resources Unit Procedures Manual under the Corporation's Quality Improvement program.
- 18.4 Special initiatives of the Board of the Corporation or Government shall be incorporated in the Human Resource Unit Business Plans after the parties to the Agreement have been briefed and have reached agreement on the implementation of such initiatives.
- 18.5 Changes (apart from administrative re-drafting) to Sydney Ports Corporation Human Resources Policies or any proposed new policies shall be reviewed by the parties in the Sydney Ports Corporation Consultative Committee. If agreement is not reached on such changes the Agreement dispute settlement procedure shall apply.
- 18.6 Policies recognised by the parties and not included in this agreement are appended and these are:
- SPC Code of Conduct
 - SPC Travel Expenses and Accommodation Policy
 - SPC Motor Vehicle Policy
 - SPC Study Assistance Policy
 - SPC OH&S Policy
 - SPC Service Award Policy
 - SPC Recruitment and Selection Committee criteria
 - SPC Equality of Employment Harassment Free Workplace

19. PERFORMANCE MANAGEMENT SYSTEM

- 19.1 Sydney Ports reserves the right not to proceed with the individual and/or team performance management process if, after evaluation it cannot be satisfied of the benefits of such a process if, after evaluation it cannot be satisfied of the benefits of such a process.
- 19.2 A representative committee of Employees and management will evaluate the potential benefits of performance management models, and if considered beneficial by all parties, select a performance management system incorporating individual and/or team performance systems.
- 19.3 If a system is considered to be of benefit to all parties, it will be trialed during the period January to July 1999.
- 19.4 A review of the trials by the parties will determine whether the above system, or any system, is to be adopted. If a system is adopted, the parties will determine full implementation details and a programme of staff training and/or information will be undertaken as part of the implementation.
- 19.5 The Corporation will determine the quantum to be paid to Employees either individually or as team performance payments for the term of this Agreement.

20 SUPERANNUATION

Unless otherwise agreed under the provisions of clause 9.1.6.4 of this agreement, the following Superannuation Schemes only, shall be those recognised & utilised for Employer contributions and shall, subject to individual fund rules, be available to the Employees of the Corporation.

- (i) First State Super (FSS)
- (ii) State Authorities Superannuation Scheme (SASS)
- (iv) State Superannuation Scheme (SSS)

21. NO EXTRA CLAIMS

Parties to this Agreement are obliged not to pursue any extra claims, except those allowed by Section 43, Chapter 2 Part 2 of the *Industrial Relations Act, 1996*. Under the Act, items may be raised for discussion with a view to achieving mutually agreed variations during the life of the Agreement.

22. AWARDS AND AGREEMENTS REPLACED

This Agreement is intended to wholly replace all existing awards and agreements in so far as they apply to Employees of Sydney Ports. In conjunction with this Agreement it is the intention of the parties to register a new award, under the terms of the *Industrial Relations Act 1996* covering minimum conditions of employment. The parties agree to have set aside or rescind all former awards or agreements applicable to either Sydney Ports or the former Maritime Services Board, in so far as these may have application to the Corporation, including but not limited to:

Maritime Services Board Enterprise Agreement (1993) – EA 370/1993

- * Sydney Ports Corporation 1996 Enterprise Agreement – EA /1996
- * MSB (General Construction and Maintenance) Award
- * MSB (Apprenticeship) Award
- * MSB (General Division) Award
- * MSB Clerical Officers Industrial Agreement
- * MSB (Surveyors Field Hands) Award
- * MSB (Miscellaneous Services) Award
- * MSB (Clerical Administrative and Ancillary Support Staff) Award
- * MSB (Senior Engineering and Technical Professional Officers) Award
- * Professional Engineers (MSB of NSW) Award 1980
- * Professional Engineers Senior Officers (MSB) Award
- * MSB (Survey Drafting and Search Officers and Survey Branch) Award
- * MSB (Surveyors and Articled Survey Pupils) Award
- * MSB (Technical Officers – Ports) Award
- * MSB (Technical Officers) Award
- * MSB (Drafting Officers and Technicians) Award
- * MSB (Marine and Port Services) Award
- * MSB (Hours) Award
- * MSB (Senior Administrative and Business Management Officers) Award
- * MSB (Surveyors' Field Hands) Expense Related Allowances Award

23. OPERATION OF THIS AGREEMENT

This Agreement was freely entered into without duress by the parties who support and endorse the items contained therein.

24. DURATION OF AGREEMENT

This Agreement shall take effect on and from the date of registration and shall remain in force until 30th June 2001.

The parties will commence negotiations on a new Agreement no later than four months prior to the termination date of this Agreement.

For and on behalf of:

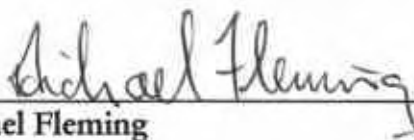
ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS & MANAGERS
AUSTRALIA (NSW BRANCH)



Arthur Banos ~~MARSHAL KORRELL~~

For and on behalf of:

AUSTRALIAN MARITIME OFFICERS UNION OF NEW SOUTH WALES



Michael Fleming

For and on behalf of:

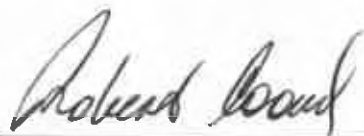
AUSTRALIAN SERVICES UNION OF NEW SOUTH WALES



Alison Peters

For and on behalf of:

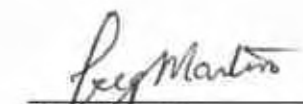
SEAMEN'S UNION OF AUSTRALIA NEW SOUTH WALES BRANCH



Robert Coombs

For and on behalf of:

SYDNEY PORTS CORPORATION



Greg Martin
Chief Executive Officer

7/12/98