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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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SERIAL C3149

**STATE WAGE CASE 2004**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCHSummons to Show Cause - Commission on its own Initiative pursuant to Part 3 of Chapter 2 of the *Industrial Relations Act 1996*

(No. IRC 2672 of 2004)

Before The Honourable Justice Walton, Vice-President  
The Honourable Justice Schmidt  
The Honourable Justice Boland  
Mr Deputy President Grayson  
Commissioner O'Neill  
Commissioner Bishop

4 June 20004

**ORDERS**

The Commission makes the following orders:

- (1) Pursuant to s 50 of the *Industrial Relations Act 1996*, the Full Bench of the Industrial Relations Commission of New South Wales orders, for the purpose of awards and other matters under the Act, the adoption, partly and with modifications as contained in this decision and reasons of the Full Bench, of the principles and provisions of the National decision of 5 May 2004.
- (2) Pursuant to order 1, the Commission orders that the Commission's Wage Fixing Principles shall be as set out in Annexure B.
- (3) Pursuant to s 52 of the Act, the Commission orders that awards which do not contain wage increases awarded since 29 May 1991, other than safety net, State Wage Case and minimum rates adjustments, may be varied in accordance with the Commission's Wage Fixing Principles upon application to include a State Wage Case adjustment of \$19.00 per week.

At the hearing of any such application, the Commission may, in its discretion, award the whole or part of the amounts referred to in the Principles or determine that no amount should be awarded.

- (4) Pursuant to s 52 of the Act, the Commission orders that the following rates may be increased by 3.5 per cent upon application in accordance with the Commission's Wage Fixing Principles:
  - (i) existing allowances which relate to work or conditions which have not changed, including shift allowances expressed as monetary amounts and service increments; and
  - (ii) junior rates expressed as monetary amounts.

Counterpart awards should be adjusted by the same amount as their federal award counterparts.

- (5) These orders shall operate on and from 4 June 2004 until further order of the Commission.

**ANNEXURE**

**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES****STATE WAGE CASE 2004****WAGE FIXING PRINCIPLES****1. Preamble**

These principles have been developed with the aim of providing for their period of operation, a framework under which all concerned - employers, workers and their unions, governments and tribunals - can co-operate to ensure that measures to meet the competitive requirements of enterprises and industry are positively examined and implemented in the interests of management, workers and, ultimately, Australian and New South Wales society.

In exercising its powers and obligations under the *Industrial Relations Act* 1996 ('the Act'), the Commission will continue to apply structural efficiency considerations including minimum rates adjustment provisions.

Movements in wages and conditions must fall within the following principles.

**2. When an Award may be Varied or Another Award Made Without the Claim Requiring Consideration as a Special Case**

In the following circumstances an award may, on application, be varied or another award made without the application requiring consideration as a special case:

- (a) to include previous State Wage Case increases in accordance with Principle 3;
- (b) to incorporate test case standards in accordance with Principle 4;
- (c) to adjust allowances and service increments in accordance with Principle 5;
- (d) to adjust wages pursuant to work value changes in accordance with Principle 6;
- (e) where the application is consented to by the parties it will be dealt with in terms of the Act;
- (f) to adjust wages for the State Wage Case 2004 in accordance with Principle 8;
- (g) to approve of an enterprise arrangement reached in accordance with Principle 11; and
- (h) to adjust wages pursuant to an application claiming that work has been undervalued on a gender basis in accordance with Principle 14.

**3. Previous State Wage Case Increases**

Applications for increases available under previous State Wage Case decisions will be determined in accordance with the relevant principles contained in those decisions.

**4. Test Case Standards**

Test case standards established and/or revised by a Full Bench of the Commission may be incorporated into an award in accordance with the Act. Where disagreement exists as to whether a claim involves a test case standard, those asserting that it does must make an application for a special case.

**5. Adjustment of Allowances and Service Increments**

- (a) Existing allowances which constitute a reimbursement of expenses incurred may be adjusted from time to time where appropriate to reflect relevant changes in the level of such expenses.
- (b) Existing allowances which relate to work or conditions which have not changed, including shift allowances expressed as monetary amounts and service increments, may be increased by 3.5 per cent for the State Wage Case 2004 adjustment.

Counterpart State awards should be adjusted by the same amount as their federal counterpart.

- (c) Existing allowances for which an increase is claimed because of changes in the work or conditions will be determined in accordance with the relevant provisions of the Work Value Changes principle of these principles.
- (d) New allowances to compensate for the reimbursement of expenses incurred may be awarded where appropriate having regard to such expenses.
- (e) Where changes in the work have occurred or new work and conditions have arisen, the question of a new allowance, if any, will be determined in accordance with the relevant principles of these principles. The relevant principles in this context may be Work Value Changes or First Award and Extension to an Existing Award.
- (f) New service increments may only be awarded to compensate for changes in the work and/or conditions and will be determined in accordance with the relevant provisions of the Work Value Changes principle of these principles.

## **6. Work Value Changes**

- (a) Changes in work value may arise from changes in the nature of the work, skill and responsibility required or the conditions under which work is performed. Changes in work by themselves may not lead to a change in wage rates. The strict test for an alteration in wage rates is that the change in the nature of the work should constitute such a significant net addition to work requirements as to warrant the creation of a new classification or upgrading to a higher classification.

In addition to meeting this test a party making a work value application will need to justify any change to wage relativities that might result not only within the relevant internal award structure but also against external classifications to which that structure is related. There must be no likelihood of wage leapfrogging arising out of changes in relative position.

These are the only circumstances in which rates may be altered on the ground of work value and the altered rates may be applied only to employees whose work has changed in accordance with this principle.

- (b) In applying the Work Value Changes principle, the Commission will have regard to the need for any alterations to wage relativities between awards to be based on skill, responsibility and the conditions under which work is performed.
- (c) Where new or changed work justifying a higher rate is performed only from time to time by persons covered by a particular classification, or where it is performed only by some of the persons covered by the classification, such new or changed work should be compensated by a special allowance which is payable only when the new or changed work is performed by a particular employee and not by increasing the rate for the classification as a whole.
- (d) The time from which work value changes in an award should be measured is the date of operation of the second structural efficiency adjustment allowable under the State Wage Case 1989.
- (e) Care should be exercised to ensure that changes which were or should have been taken into account in any previous work value adjustments or in a structural efficiency exercise are not included in any work evaluation under this Principle.

- (f) Where the tests specified in (a) are met, an assessment will have to be made as to how that alteration should be measured in money terms. Such assessment will normally be based on the previous work requirements, the wage previously fixed for the work and the nature and extent of the change in work.
- (g) The expression 'the conditions under which the work is performed' relates to the environment in which the work is done.
- (h) The Commission will guard against contrived classifications and over-classification of jobs.
- (i) Any changes in the nature of the work, skill and responsibility required or the conditions under which the work is performed, taken into account in assessing an increase under any other principle of these principles, will not be taken into account under this principle.

## 7. Standard Hours

In approving any application to reduce the standard hours to 38 per week, the Commission will satisfy itself that the cost impact is minimised. Claims for reduction in standard weekly hours below 38 will not be allowed.

## 8. State Wage Case Adjustments

In accordance with the State Wage Case 2004 decision awards may, on application, be varied to include a State Wage Case adjustment of \$19.00 per week, subject to the following:

- (a) The operative date will be no earlier than the date of the variation to the award.
- (b) That at least twelve months have elapsed since the rates in the award were increased in accordance with the State Wage Case 2003 decision.
- (c) In awards where the variation for a safety net adjustment arising from the 1999, 2000, 2001, 2002, 2003 or 2004 State Wage Case decisions is by consent and does not result in an increase in the wage rates actually paid to employees or increase the wage costs for any employer, any applicable 12 months' delay between variations may be waived.
- (d) At the time when the award is to be varied to insert the State Wage Case adjustment (or a proportionate amount in the cases of part-time and casual employees, juniors, trainees, apprentices, employees on a probationary rate, employees on a supported wage or with permits under s125 of the Act), each union party to the award will be required to give a specific commitment as to the absorption of the increase. In particular, the union commitments will involve the acceptance of absorption of the adjustment to the extent of:
  - (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- (e) The following clause must be inserted in the award:

The rates of pay in this award include the adjustments payable under the State Wage Case 2004. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.'

The above clause will replace the offsetting clause inserted into awards pursuant to the Principles determined in the State Wage Case 2003 decision.

- (f) By consent of all parties to an award, where the minimum rates adjustment has been completed, award rates may be expressed as hourly rates as well as weekly rates. In the absence of consent, a claim that award rates be so expressed may be determined by arbitration.
- (g) The State Wage Case adjustment will only be available where the rates in the award have not been increased, other than by safety net or State Wage Case adjustments, or as a result of the application of the Minimum Rates Adjustment principle, since 29 May 1991.

#### **9. Award Review Classification Rate**

The Award Review Classification Rate of \$467.40 shall be the rate below which no full-time adult employee (excluding trainees, apprentices and employees on a supported wage or on a probationary rate) should be paid under the relevant award.

Where a classification in an award is below the Award Review Classification Rate the following process will apply on application:

- (a) The award will be listed for a mention at which the parties will report as to:
  - (i) how the Award Review Classification Rate will be achieved, or
  - (ii) whether the award is obsolete.

The Commission may direct the parties to confer in order to set a program for an updating of the award to reflect the Award Review Classification Rate.

- (b) If the parties to the award do not appear at this mention, the Commission shall request the parties to the award to show cause why the award should not be considered obsolete, and rescinded under s17(3) of the Act.
- (c) Where no agreement is reached with respect to (a) above, the Commission shall re-list the matter in order to conciliate the issues in dispute.
- (d) If the attempt at conciliation is unsuccessful the Commission shall arbitrate any outstanding issue.

#### **10. Special Case**

Except for the flow on of test case provisions, any claim for increases in wages and salaries, or changes in conditions in awards, other than those allowed elsewhere in the principles, will be processed as a special case before a Full Bench of the Commission, unless otherwise allocated by the President.

This principle does not apply to applications for awards consented to by the parties, which will be dealt with in the terms of the Act, or to enterprise arrangements, which will be dealt with in accordance with the Enterprise Arrangements principle.

#### **11. Enterprise Arrangements**

- (a) The Commission may approve of enterprise arrangements reached in accordance with this principle and the provisions of the Act.
- (b) Industrial unions of employees and industrial unions of employers, or industrial unions of employees and employers, or employees and employers may negotiate enterprise arrangements which, subject to the following provisions, shall prevail over the provision of any award or order of the Commission that deals with the same matters in so far as they purport to apply to parties

- bound by the arrangements, provided that where the arrangement is between employees and an employer a majority of employees affected by the arrangement genuinely agree.
- (c) An enterprise arrangement shall be an agreed arrangement for an enterprise, or discrete section of an enterprise, being a business, undertaking or project, involving parties set out in paragraph (b).
  - (d) Enterprise arrangements shall be for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than where contained in the arrangement itself. Subject to the terms of the arrangement, however, such arrangement shall continue in force until varied or rescinded in accordance with the Act.
  - (e) For the purposes of seeking the approval of the Commission, and in accordance with the provisions of the Act, a party shall file with the Industrial Registrar an application to the Commission to either:
    - (i) vary an award in accordance with the Act; or
    - (ii) make a new award in accordance with the Act.
  - (f) On a hearing for the approval of an enterprise arrangement, the Commission will consider in addition to the industrial merits of the case under the State Wage Case principles:
    - (i) ensuring the arrangement does not involve a reduction in ordinary time earnings and does not depart from Commission standards of hours of work, annual leave with pay or long service leave with pay; and
    - (ii) whether the proposed award or variation is consistent with the continuing implementation at enterprise level of structural efficiency considerations.
  - (g) The Commission is available to assist the parties to negotiations for an enterprise arrangement by means of conciliation and, in accordance with these principles and the Act, by means of arbitration. If any party to such negotiations seeks arbitration of a matter relating to an enterprise arrangement such arbitration shall be as a last resort.
  - (h) Enterprise arrangements entered into directly between employees and employers shall be processed as follows, subject to the Commission being satisfied in a particular case that departure from these requirements is justified:
    - (i) All employees will be provided with the current prescriptions (e.g. award, industrial agreement or enterprise agreement) that apply at the place of work.
    - (ii) The arrangement shall be committed to writing and signed by the employer, or the employer's duly authorised representative, with whom an agreement was reached.
    - (iii) Before any arrangement is signed and processed in accordance with this principle, details of such arrangement shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member.
    - (iv) A union or employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection and in such circumstances the parties are to confer in an effort to resolve the issue.
    - (v) Where an arrangement is objected to by a union or employer association and the objection is not resolved, an employer may make application to the Commission to vary an award or create a new award to give effect to the arrangement.

- (vi) A union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
- (vii) If no party objects to the arrangement, then a consent application shall be made to the Commission to have the matter approved in accordance with paragraph (e) of this principle.
- (viii) Such arrangement once approved shall be displayed on a notice board at each enterprise affected.

## 12. Superannuation

- (a) An application to make or to vary a minimum rates or paid rates award which:
  - (i) seeks a greater quantum of employer contributions than required by the *Superannuation Guarantee (Administration) Act 1992* (CTH) ('the SGA Act'); or
  - (ii) seeks employer contributions to be paid in respect of a category of employee in respect of which the SGA Act does not require contributions to be paid;

shall be referred to a Full Bench for consideration as a special case, unless otherwise allocated by the President. Exceptions to this process are applications which fall within the Enterprise Arrangements and First Awards and Extensions to Existing Awards principles.

- (b) If an application is made that does not fall within paragraph (a), the Commission will, subject to paragraph (c):
  - (i) make or vary an award by inserting a clause stating:
 

'Superannuation Legislation - The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth); the *Superannuation (Resolution of Complaints) Act 1993* (Cth) and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties'.
  - (ii) if appropriate, ensure that the award contains specification of an employee's earnings (eg 'ordinary time earnings') which, for the purposes of the SGA Act, will operate to provide a 'notional earnings base', and
  - (iii) if the award is to continue to prescribe a 'flat dollar' amount of employer contribution, ensure that appropriate amounts are inserted so as to give effect to the levels of contribution required from time to time under the SGA Act.
- (c) The Commission may award provisions which differ from those in paragraph (b):
  - (i) by consent; or
  - (ii) in the absence of consent, by arbitration, provided the Commission is satisfied that there are particular factors warranting the awarding of different provisions. Such factors may include:
    - (A) the wishes of the parties;
    - (B) the nature of the particular industry or enterprise;
    - (C) the history of the existing award provisions;
    - (D) relevant decisions of the Commission establishing superannuation principles; and

- (E) relevant statutory provisions.
- (d) Before any different provisions are awarded under paragraph (c), either by consent or arbitration, the Commission must be satisfied, on expert evidence, that the award to be made will not contain requirements that would result in an employer not meeting the requirements imposed by the SGA Act.
- (e) Subject to s124 of the Act, any specification of a fund will carry with it the obligation for an employer to pay contributions at such intervals as are required by the fund.
- (f) In determining applications as to specification of fund, the Commission will, as appropriate:
- (i) ensure that any fund specified by it is one into which payment will meet the employer's obligations under the SGA Act;
  - (ii) have regard to the *Superannuation Industry (Supervision) Act 1993 (Cth)* ('the Supervision Act') which provides for the prudent management of certain superannuation funds and for their supervision by the Insurance and Superannuation Commissioner. In particular, the requirement with respect to equal representation of employers and members on what are called 'standard employer-sponsored funds' (Pt 9 of the *Supervision Act*) should be noted;
  - (iii) have regard to previous decisions of the Commission with respect to the specification of a fund or funds; and
  - (iv) have regard to relevant statutory provisions.
- (g) Due to the variety of existing award superannuation provisions and the impact and complexity of the SGA Act, all applications to the Commission may not be capable of being dealt with in accordance with the approach set out above. In any such case it may be appropriate for the application to be dealt with as a special case.

### 13. First Award and Extension to an Existing Award

Any first award or an extension to an existing award must be consistent with the Commission's obligations under Part 1 Chapter 2 of the Act.

In determining the content of a first award the Commission will have particular regard to:

- (a) relevant wage rates in other awards, provided the rates have been adjusted for previous State Wage Case decisions and are consistent with the decision of the State Wage Case 1989;
- (b) the need for any alterations to wage relativities between awards to be based on skill, responsibility and the conditions under which the work is performed;
- (c) for conditions of employment, other than wage rates, prima facie the existing conditions of employment;
- (d) that the award would comply with the requirements of section 19 of the Act.

### 14. Equal Remuneration and Other Conditions

- (a) Claims may be made in accordance with the requirements of this principle for an alteration in wage rates or other conditions of employment on the basis that the work, skill and responsibility required, or the conditions under which the work is performed, have been undervalued on a gender basis.

- (b) The assessment of the work, skill and responsibility required under this principle is to be approached on a gender neutral basis and in the absence of assumptions based on gender.
- (c) Where the undervaluation is sought to be demonstrated by reference to any comparator awards or classifications, the assessment is not to have regard to factors incorporated in the rates of such other awards which do not reflect the value of work, such as labour market attraction or retention rates or productivity factors.
- (d) The application of any formula, which is inconsistent with proper consideration of the value of the work performed, is inappropriate to the implementation of this principle.
- (e) The assessment of wage rates and other conditions of employment under this principle is to have regard to the history of the award concerned.
- (f) Any change in wage relativities which may result from any adjustments under this principle, not only within the award in question but also against external classifications to which the award structure is related, must occur in such a way as to ensure there is no likelihood of wage leapfrogging arising out of changes in relative positions.
- (g) In applying this principle, the Commission will ensure that any alternative to wage relativities is based upon the work, skill and responsibility required, including the conditions under which the work is performed.
- (h) Where the requirements of this principle have been satisfied, an assessment shall be made as to how the undervaluation should be addressed in money terms or by other changes in conditions of employment, such as reclassification of the work, establishment of new career paths or changes in incremental scales. Such assessments will reflect the wages and conditions of employment previously fixed for the work and the nature and extent of the undervaluation established.
- (i) Any changes made to the award as the result of this assessment may be phased in and any increase in wages may be absorbed in individual employees' overaward payments.
- (j) Care should be taken to ensure that work, skill and responsibility which have been taken into account in any previous work value adjustment or structural efficiency exercises are not again considered under this principle, except to the extent of any undervaluation established.
- (k) Where undervaluation is established only in respect of some persons covered by a particular classification, the undervaluation may be addressed by the creation of a new classification and not by increasing the rates for the classification as a whole.
- (l) The expression 'the conditions under which the work is performed' has the same meaning as in Principle 6, Work Value Change.
- (m) The Commission will guard against contrived classification and over classification of jobs. It will also consider:
  - (i) the state of the economy of New South Wales and the likely effect of its decision on the economy;
  - (ii) the likely effect of its decision on the industry and/or the employers affected by the decision; and
  - (iii) the likely effect of its decision on employment.
- (n) Claims under this principle will be processed before a Full Bench of the Commission, unless otherwise allocated by the President.
- (o) Equal remuneration shall not be achieved by reducing any current wage rates or other conditions of employment.

**15. Economic incapacity**

Any employer or group of employers bound by an award may apply to, temporarily or otherwise, reduce, postpone and/or phase in the application of any increase in labour costs determined under the principles on the ground of very serious or extreme economic adversity. The merit of such an application shall be determined in the light of the particular circumstances of each case and any material relating thereto shall be vigorously tested. Significant unemployment or other serious consequences for the employees and employers concerned are significant factors to be taken into account in assessing the merit of any application.

Such an application shall be processed according to the Special Case principle.

Any decision to temporarily reduce or postpone an increase will be subject to a further review, the date of which will be determined by the Commission at the time it decides any application under this principle.

**16. Duration**

These principles will operate until further order of the Commission.

M. J. WALTON *J, Vice-President.*  
M. SCHMIDT *J.*  
R. P. BOLAND *J.*  
J. P. GRAYSON *D.P.*  
B. W. O'NEILL, Commissioner.  
E. A. R. BISHOP, Commissioner.

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**SERIAL C2868**

**WATERWAYS AUTHORITY OF NEW SOUTH WALES AWARD 1999**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 1862 of 2004)

Before The Honourable Mr Deputy President Harrison

23 June 2004

**REVIEWED AWARD****1. Arrangement****PART A**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Application
5.	Coverage
6.	Operation of the Award
7.	Objectives of the Award
8.	Contract of Employment
9.	Consultative Arrangements
10.	Remuneration
11.	Working Conditions
12.	Additional Flexible Working Practices
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14.	Deductions From Salary
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25.	Authority Skills Formation And Accreditation System
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31.	Caravan, Tent & Boat Allowance
32.	No Extra Claims

**PART B****MONETARY RATES**

Annual Salary Rate  
Salary Rates for Personal Salaries  
Salary Rates for Harbour Masters / Marine Pilots  
Schedule A - Awards/Agreements Succeeded  
Appendix One  
Appendix Two

Appendix Three  
Appendix Four  
Appendix Five

## 2. Title

This award shall be known as the Waterways Authority of New South Wales Award 1999.

## 3. Definitions

- (a) "Business Unit" shall mean a Region or Branch of the Waterways Authority.
- (b) "Casual Staff" shall mean any staff engaged on an irregular day-to-day basis or hourly hire.
- (c) "Day Worker" shall mean any staff who is not engaged in shift work.
- (d) "Staff" shall mean any persons engaged by the Waterways Authority on a full time, casual, temporary or part-time basis, under the *Ports Corporation and Waterways Management Act 1995* (PC&WM ACT) but does not include any person who resigned or whose services were terminated prior to the date of operation of this Award.
- (e) "Employer" shall mean the Waterways Authority of New South Wales.
- (f) "Full-Time Staff" shall mean any staff engaged on a regular basis for the full contract hours of this Award.
- (g) "Hourly Rate" shall be calculated by dividing the weekly rate by 38 or 35 depending upon the hours applicable to each classification prior to this Award.
- (h) "Part-Time Staff" shall mean any staff engaged for set regular hours that are less than the full contract hours of this Award.
- (i) Personal salary shall mean any salary in excess of the value of the position as determined by the process of job evaluation or, for those staff who moved from the award system into the 1993 MSB Enterprise Agreement, the interpolated rate or the rate which resulted from redeployment or transfer at the time of transition.
- (j) "PC and WM Act" shall mean the *Ports Corporation and Waterways Management Act 1995*.
- (k) "Professional Engineer" shall mean a person qualified to carry out professional engineering duties, that is, duties carried out by a person in any particular employment, the adequate discharge of any portion of which duties requires qualifications of the employee as (or at least equal to those of) a graduate member of the Institution of Engineers, Australia.
- (l) "Authority" shall mean the Waterways Authority of New South Wales
- (m) "Temporary Staff" shall mean any staff engaged in a position for a nominated period of more than one day, or for the duration of a nominated project or activity, which is limited in time.
- (n) "Waterways" shall mean the Waterways Authority of New South Wales.
- (o) "Weekly Rate" shall be calculated by dividing the annualised salary by 52.17857.

## 4. Application

This award is between the following parties:

Australian Maritime Officers' Union of New South Wales;

The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch);

Australian Services Union of New South Wales;

The Seamen's Union of Australia, New South Wales Branch.

### 5. Coverage

The terms of this award shall apply to employees of the Waterways Authority.

### 6. Operation of the Award

- (i) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and replaces the Waterways Authority of New South Wales Award 1999 published 11 August 2000 (317 I.G. 830). The award published 11 August 2000 rescinded and replaced all the awards as set out in Schedule A - Awards/Agreements Succeeded, to the extent that such awards or agreements apply to the employees covered by this award.
- (ii) The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Award made by the Industrial Relations Commission of the New South Wales on 18 December 1998 (308 IG 307) take effect on and from 23 June 2004.
- (iii) The award published 11 August 2000 took effect on and from 22 February 1999 and shall remain in force until 30 June 2001. By administrative action the annual salary rates as set out in Table 1 - Annual Salary Rate, of Part B, Monetary Rates, shall take effect from the first full pay period to commence on or after 1 December 1998.
- (iv) It is noted that the parties to this award intend to terminate, pursuant to the *Industrial Relations Act* 1996, the State awards as set out in the said Schedule A as they apply to the employees covered by this award, and the following Federal awards:

Professional Engineers (Maritime Services Board of New South Wales) Award 1980

Professional Engineers (Maritime Services Board of New South Wales) Senior Officers Award 1989

- (v) The parties to this award will commence negotiations on a new award no later than six months prior to the termination of this award.
- (vi) It is noted that parties have entered into an Enterprise Agreement which shall operate in association with this award and it is their intention to continue to enter into Enterprise Agreements.
- (vii) The Enterprise Agreement shall be registered in the Industrial Relations Commission of New South Wales. Further, in accordance with subclause (1) of Section 41 of the *Industrial Relations Act* 1996, the Enterprise Agreement shall prevail over the provisions of any Award of the Commission that deals with the same matters.

### 7. Objectives of the Award

The Parties recognise that the success of the Waterways Authority depends on a commitment by all staff to the achievement of the Authority's Corporate Plan. In this regard, this Award establishes, inter alia, processes to facilitate the achievement of the objectives of the Corporate Plan.

It is the intention of the Parties to this Award to continue to implement workplace reform measures which provide greater flexibility in the way that work is organised and performed, to improve the efficiency, productivity and level of service delivery, to widen the skill and experience base of staff, enhance job satisfaction and assist positively to ensure the Authority is a best practice performer.

The Parties are committed to a process of continuous improvement and the delivery of high standards of quality service to the Authority's customers and by meeting agreed performance standards. These objectives will be pursued by the identification of key performance areas and the setting of productivity targets in the Waterways Authority Corporate Plan and in the respective business unit plans.

As part of the continuous improvement process and, arising from the monitoring and evaluation of the past two Enterprise Agreements, it is intended that this Award should provide a period of consolidation. Through this Award, many initiatives previously commenced are confirmed as on-going systems or conditions, while others are revised to incorporate improvements.

This involves moving towards:

A more participative style of management.

Jobs designed in a holistic manner to provide more satisfaction for the staff and a capacity to provide better client service.

Encouragement of staff involvement in the running their part of the business and on product teams and other ad hoc committees and by the development of work teams or natural work groups that participate in decision making process at the local level and contribute to the overall process of continuous improvement. This could involve the development and trial of new methods, processes and procedures.

The creation of a learning organisation which encourages both individual and organisational skills development and growth.

A performance-based culture that links employees' efforts to the objectives of the Corporate Plan.

The nurturing of a work environment built on equity, open communication, integrity and which values the individual.

A safe, healthy and harassment free work environment.

The Authority, its staff and unions support a harmonious industrial relations environment typified by consultation, cooperation and participation in the workplace.

A common theme and fundamental feature of this Award is the introduction of methods of work which will eliminate demarcations and increase functional flexibility.

Functional flexibility is the ability of the organisation to deploy and utilise the work force in the most efficient manner. Measures relating to functional flexibility include, but are not limited to, the broadening and redesign of jobs to encompass a wider range of duties, multi skilling, a team work approach (where appropriate), process redesign, improved communication, staff commitment and involvement.

The parties agree and are committed to the continuation of measures which may be required to improve performance, efficiency and productivity whereby all staff will undertake duties which are within the range of their skill, competence, training and experience.

As a necessary result of a flatter structure and the need for work teams to assume a greater responsibility for quality outcomes, staff shall take all necessary steps to ensure that the quality, accuracy, timeliness and completion of any task is in accordance with the spirit and intention of this Award.

All staff will be encouraged and assisted to reach the highest level personally attainable consistent with the needs of the Authority. A new staff member who enters the Authority at a level shall become familiar with and competent in lower level competencies to ensure full flexibility.

## **8. Contract of Employment**

### **8.1 Conditions Applicable to all Staff:**

- 8.1.1 The ordinary hours of work shall be calculated on the basis of a 5 day week. Full-time and part-time employment shall be by the fortnight. Payment of salaries will be paid fortnightly by electronic funds transfer into a bank or other approved financial institution.
- 8.1.2 Temporary employment shall have the same benefits and conditions as full time employment except that the contract shall be for a fixed period. The contract may be extended by the employer, however any such extension shall not confer upon the staff any right or expectation of continuing employment beyond the period of the current contract.
- 8.1.3 Casual employment shall be for the current period of hiring which may be set at a week, a day or an hour. The period of hire and the method for payment shall be clearly stated at the time of engaging casual staff.
- 8.1.4 The parties to this Award agree that work will continue to be performed as specified. The Authority will consider any unreasonable failure to meet this work requirement to be a refusal to perform duties and the currently titled "MSB Discipline Policy" will be followed in such instances.
- 8.1.5 With the exception of casual staff and temporary staff, notice of termination of employment of a fortnight by a staff member or the employer shall be given and paid. If the notice is worked out, the remuneration which would normally apply will be paid for the time worked and no additional payment in lieu of notice.
- 8.1.6 Notwithstanding anything contained in this clause, the Authority will have the right to dismiss any staff member for misconduct or neglect of duty and, in such cases, salary will only be paid up to the time of dismissal.
- 8.1.7 If an staff member has given notice or the Authority has given notice to a staff member and the staff member is absent from work during the period of notice, unless on approved leave, the staff member will be deemed to have abandoned their employment. In such cases the Authority will have the right to terminate the contract of employment from the last day worked.
- 8.1.8 All staff are bound by the "Waterways Code of Ethics and Standard of Conduct".
- 8.1.9 Part-time employment - part-time staff shall be employed for a guaranteed minimum period of no less than 10 hours per fortnight with a maximum of employment of 56 hours per fortnight. All leave accruals and separation entitlements of part-time staff shall be calculated and paid on a pro-rata basis of the full-time position at the full-time rate of pay.
- 8.1.10 Casual employment - a casual staff working ordinary time shall be paid the hourly rate for the position plus 20% to cover Sick Leave, Annual Leave, and Public Holidays.
- 8.1.11 All staff of the Authority will take all reasonable precautions necessary to maintain confidentiality and to use their best endeavours to prevent disclosure of proprietary, private or confidential information to persons not authorised to receive such information.
- 8.1.12 Full time and part time permanent and temporary staff shall not, without the express written permission of the Chief Executive or any other delegated officer, engage in any other employment, contract or undertaking.
- 8.1.13 On termination staff are required to return all property belonging to the Authority. Each item on loan to a staff member will be identified at time of issue and the staff member will be responsible for ensuring that those items are returned prior to the staff member leaving the service of the Authority. Staff may be required to compensate the Authority for property that is not returned.
- 8.2 Conditions Applicable to Boating Service Officers (BSO's).
- 8.2.1 The provisions of this clause wholly replace the provisions of the MSB Marine and Port Services Award and the Memorandum of Understanding (Operations Agreement).

### 8.2.2 Provision of Services

- (i) The Waterways Authority is committed to provide efficient and effective services to the users of the State's waterways. This will require the capability and willingness of BSO's to work at times and in areas which best serve the needs of the Authority and its customers. In order to provide optimum services it is accepted that full staffing will be required on the October long weekend, December and January and over the Easter school holidays.
- (ii) The parties agree to maintain, where necessary, an on call capability to deal with emergencies or other exigencies which arise from time to time and the deployment of staff within regions to augment the resources available for the conduct of special operations.

### 8.2.3 Fitness for Duty

- (i) In order to ensure the continued health and safety of Boating Service Officers and recognising that there are a range of environmental and operational conditions which could impact on the health of an officer, it shall be a condition of employment that BSO's will continue to maintain a level of fitness consistent with the demands of the position.
- (ii) Subsequent to appointment and in order to ensure that prescribed fitness standards are maintained, Boating Service Officers will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Wherever possible medical examinations, to a prescribed format, shall be carried out by the Waterways Occupational Health Physician, or by other similarly qualified practitioners nominated by the Waterways Authority.
- (iii) The ongoing standard of fitness required of BSO's will be determined as required by the Waterways Occupational Health Physician having regard to the nature of the job and the circumstances under which it is performed.
- (iv) An officer who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of fitness required. Subsequently, an officer who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness, will be rehabilitated to another position in accordance with the Waterways Rehabilitation and Selected Duties Policy.
- (v) An officer who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, shall be referred to his/her personal doctor for further investigation. Henceforth any additional costs incurred by the officer, for the purpose of re-gaining the required level of fitness, will be the responsibility of the officer concerned.

### 8.2.4 Transfers

The parties agree to jointly develop within three months of the commencement date of this Award a set of procedures to facilitate the implementation of transfer provisions for BSO's within the Authority.

The committee shall have regard to, but not be limited to, the following points:

- (i) Boating Service Officers may be required to work at any location within the State of New South Wales. Officers may be allocated areas of responsibility within operational areas at any time and may be subject to transfer to other areas at the end of a three-year period.
- (ii) An officer shall have at least three years tenure once they are allocated to an area. They shall not be required to transfer within that three year period, other than for disciplinary

reasons or organisational change, unless by agreement. A trainee shall be subject to allocation/transfer upon successful completion of the BSO training course.

- (iii) The employer will be responsible for transfer costs incurred in accordance with current policy.
- (iv) During the three year period of tenure an officer may apply for transfer to another BSO position elsewhere in the State and if successful shall bear the costs incurred in moving his/her residence and/or family. Outside the period of tenure or when the transfer is initiated by Waterways costs will be met by the employer.

#### 8.2.5 Career Progression

The parties to this Award agree to discuss the issue of career progression for BSOs during the life of this Award.

### 9. Consultative Arrangements

- 9.1.1 The Authority recognises that one of the important elements for ensuring successful workplace reform is the involvement and cooperation of staff and unions and workplace representatives.
- 9.1.2 To this end a Waterways Authority Consultative Committee (WACC) will be established consisting of four representatives from the Authority and four full time Union officials from the unions party to this Award and union workplace representatives.
- 9.1.3 The Committee shall monitor and facilitate the implementation of this Award particularly the issues in clause 13 (Productivity), clause 23 (Waterways Performance Management System) and clause 31 (Personnel Policies).
- 9.1.4 The Committee shall meet at least every 6 months and at other times as required.

### 10. Remuneration

#### 10.1 Operation of the Structure

- 10.1.1 The rates of pay contained in this clause are to take effect on and from the date of approval. Employees covered by this Award at the date of registration will be paid the rates of pay in accordance with this clause on and from the date of the first full pay period after 1 December 1998 or the date of employment, whichever is the later. The rates of pay contained in this clause and payment for the employment period preceding the registration of this Award are to be paid in the first full pay period following registration of the Award.

#### 10.2 Salary Increases

Salary increases for the duration of the award will be based on the following components:

##### 10.2.1 Economic Adjustment

2% of the base salary structure effective from first full pay period on or after 1 July 1999.

2% of the base salary structure effective from first full pay period on or after 1 July 2000.

##### 10.2.2 Organisation Performance Payment

Subject to clause 13 the following Organisational Performance payments shall be available.

Up to 2% of the base salary effective from first full pay period 1 December 1998.

Up to 2% of the base salary effective from first full pay period 1 December 1999.

Up to 2% of the base salary effective from first full pay period 1 December 2000.

10.3 The salary rates are contained in Part B.

The rates applicable to Personal Salaries and Harbour Masters / Marine Pilots are set out in Part B.

10.4 Schedule of Shift Allowances, Weekend & Public Holiday Penalties and other Allowances not included in Annualised Salaries. The allowances in this clause shall be adjusted in the same manner as are salaries in clause 10.2.1 & 10.2.2 other than the First Aid Allowance and Community Language Allowance which are set by the NSW Premiers Department.

Classification	Description	per annum \$
Regional Managers	Aggregate Wage Allowance covering all incidents of employment	13,536
Boating Service Officers	Weekend & Public Holiday Penalties	13,054
Managers other than Regional Managers and positions at or above WO 17 or MO 17	Aggregate Wage Allowance covering all incidents of employment	9,844
Marine Safety Officers		Under negotiation
Team Leaders Harbour Cleaning Service	Aggregate Wage allowance covering compensation for 12 hour daily shifts on a 3 days on /3 days off system, all Public Holidays including those on the same day as the 3 Special Aquatic Events of Boxing Day, New Year's Eve and Australia Day and all overtime	16,530
Harbour Cleaners	Aggregate Wage allowance covering compensation for the compulsory week end roster and 3 Special Aquatic Events on Boxing Day, New Year's Eve and Australia Day.	9018 Adj. 18/2/04
* Community Language (CLAS)	Interpreter Services	812
* First Aid Officers	Designated First Aid Officer responsible for a First Aid Kit in a workplace of 25 or more people.	520
* Senior First Aid Officer	Employee designated in charge of First Aid Room	794
	NB. Allowance not available where a First Aid qualification is part of an essential job requirement eg. AMSA Certificate, Coxswain's Certificate	
Finance Manager C& BS	Allowance for additional responsibilities	To SES Level One
Allowance - Caravan, Tent & Boat	Applies to staff required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties, when motel/hotel accommodation is neither available nor appropriate	Daily allowance of \$33.60 or any other amount as determined from time to time by the Authority

10.5 A staff member's personal salary together with shift allowances and weekend penalties, where appropriate, will form the salary for superannuation purposes and for payment of all leave entitlements including termination.

10.6 Severance payments and overtime are to be calculated exclusive of shift allowances and weekend penalties other than for those staff who have an annualised salary which includes an aggregation of overtime and shift allowances.

10.7 The shift component, where applicable, is expressed as a separate payment in Sub Clause 8.4 above.

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

Cost neutrality is achieved by applying a deflator of .83. The deflator is based on on-costs of 20.5%, comprised of superannuation at 16.5%, long service leave at 4%. For the term of this Award, the deflator of .83 shall apply unless any other deflator is agreed between the parties.

10.9 Following job redesign in accordance with business needs, the work value of positions will be evaluated using the Waterways Authority OCR Job Evaluation System. The base salary for the position will be established as Maritime Officer, Levels 1 to 18. Positions scored at 770 points or higher which will be assigned to position Maritime Officer 19.

10.10 Merit will be the basis for promotion between levels 2 and 3, 4 and 5, 6 and 7, 8 and 9, 10 and 11, 12 and 13, 14 and 15, 16 and 17.

#### 10.11 Apprentices & Trainees

10.11.1 Apprentices & Trainees will be paid the appropriate percentage of the salary rate for Level 1 of the remuneration structure except that where a wage is expressed as part of a National Training Wage Award, or an equivalent set of pay, and for trainees engaged under such schemes as ATS and the Working Nation program

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

1st year	55%
2nd year	71%
3rd year	90%
4th year	104%

10.11.3 The percentages for the various traineeship levels is detailed below:

Age 16	50%
Age 17	55%
Age 18	60%
Age 19	64%
Age 20	69%

10.11.4 An additional amount to cover the annualisation of working conditions, where applicable, will be determined on an individual basis for apprentices and trainees.

#### 10.12 Use of Authority Vehicles

Positions at salary point Level 17 and above in the salary structure will be able to utilise this employment benefit at the business/private rate as a salary sacrifice, on a similar basis to The Senior Executive Service.

Positions of Regional Manager will be able to utilise, on a salary sacrifice basis, a specified Waterways vehicle for business/private use as determined by the Authority.

#### 10.13 Salary Packaging - Superannuation

To be developed during the life of the award subject to statute, policy and administrative requirements.

The Authority agrees, in principle, to the introduction of pre-tax Superannuation provisions from 1 July 1999, subject to statute, policy, government guidelines and administrative requirements.

### **11. Working Conditions**

- 11.1 Notwithstanding anything to the contrary in this award the parties may agree, either as a process of developing this Award or subsequently during the term of the Award, to review the levels of overtime and additional hours payments and to annualise the salary for individual staff or work groups on a cost neutral basis.
- 11.2 The parties may similarly agree as part of the consultative process to review the continuing relevance of working arrangements or conditions upon which annualised salaries are based and the method by which salaries are to be adjusted if required.
- 11.3 The Chief Executive shall approve annualised salaries including the rate of aggregation.
- 11.4
- (i) The salary for Boating Service Officers shall include an allowance in lieu of weekend and public holiday penalties. This allowance shall count for superannuation purposes.
  - (ii) The allowance is only payable when an officer is routinely working weekends and public holidays. Other than for agreed periods when weekend work is not required and periods of recreational or long service leave, the allowance shall cease to be paid if for any reason the officer reverts to working Monday to Friday.
  - (iii) The salary for Regional Managers shall include an aggregated wage component (which is indexed and superable) covering all incidents of employment including excess hours, time in lieu, overtime and weekend & public holiday penalties.
  - (iv) The salary for Managers other than Regional Managers shall include an aggregated wage component (which is indexed and superable) covering all incidents of employment including excess hours, overtime, time in lieu and weekend & public holiday penalties.

### **12. Additional Flexible Working Practices**

- 12.1 During the term of the Award the parties agree to consider and where appropriate trial and/or implement additional flexible work practices which are mutually beneficial.

### **13. Productivity**

- 13.1 Increases in the remuneration structure set out in clause 10.2.2 of this Award are wholly dependent on productivity increases and organisational performance. Achievement of productivity measures will be determined through Award between the parties. Remuneration increases will be effected if the productivity measures have been substantially achieved (as defined in clause 13.4.1) and the parties are moving toward ultimate achievement in good faith.
- 13.2 Productivity is defined as improving enterprise performance when measured against set performance indicators. The implementation and monitoring of productivity indicators will be undertaken jointly with management, staff and unions as part of the consultative process.
- 13.2.1 Performance within the Waterways Authority will be measured in two ways. First by the introduction and implementation of matters contained within this Award and second the achievement of the agreed Key Performance Indicators (KPI's) and the Workplace Reform measures.

13.2.2 During the life of the Award Waterways will develop appropriate and accessible information to assist staff understand and achieve the productivity measures.

### 13.3 Remuneration Increases

13.3.1 The parties are committed to ensure the successful introduction and implementation of the initiatives contained within this Award. This commitment together with the timely achievement of the productivity measures will be the basis for agreed salary increases.

### 13.4 Productivity Measures

#### 13.4.1 Organisational Performance

Payment for organisational performance described as an "at risk" payment is dependent on the achievement of agreed Key Performance Indicators from the Waterways Corporate Plan for 1998/99 attached in Appendix One and workplace reform measures specified in Clause 13.4.2.

At commencement of each financial year, a group of KPI's, extracted from the corporate plan and their assessment methodology, will be established for the following 12 months, following discussions with the Waterways Authority Consultative Committee.

By 30 September each year, the Chief Executive will prepare a report detailing progress against the agreed KPI's and workplace reform measures for the previous fiscal year.

The Waterways Authority Consultative Committee will discuss the Chief Executive's report and make a recommendation to the Chief Executive as to the payment for Organisational Performance.

For the period 1 July 1998 to 30 June 1999 the KPI's shall be as set out in Appendix One. Further, "substantial achievement" shall, for the purposes of the agreed KPI's, be defined as;

- (a) A minimum of 75% average across the first 15 agreed KPI's;
- (b) it is agreed that KPI's relating to:
  - (i) sickness and workplace accidents; and
  - (ii) time lost relating to industrial disputes will require 100% achievement of targets.

#### 13.4.2 Workplace Reform

The parties have agreed upon the following workplace reform measures.

- (a) Annual Leave Accruals
  - (i) Staff with an annual leave balance of more than 60 days as at 1 July 1998 are to reduce the balance to 45 days by 30 June 2001.
  - (ii) Staff with an annual leave balance of between 40 and 59 days as at 1 July 1998, are to reduce the balance to 35 days by 30 June 2001.
  - (iii) Staff with an annual leave balance of less than 39 days as at 1 July 1998 are to reduce their balance to 30 days by 30 June 2001.

By 30 September each year the Chief Executive will prepare a report detailing progress against the annual targets for the reduction of leave balances and this report will be

discussed by the Waterways Consultative Committee in the context of the Organisational Performance Payment.

- (b) Continued implementation of Performance Management System
- (c) Staff Ratios

Ratio between administrative and operational positions set at 20% administration to total positions by December 1999. This will be achieved, wherever possible, by converting administrative positions to operational positions and will be facilitated by the implementation of improved technology in the administrative and corporate services area.

#### **14. Deductions from Salary**

The deduction of union membership fees will continue to be a service offered to Authority staff.

#### **15. Employment Security**

##### **15.1 Business Context**

15.1.1 The Waterways Authority now has the dual responsibilities of being a self funding agency and maintaining a high standard of service delivery to its clients. The extent to which the Authority is able to fund its operations is affected by the requirement for the Government to approve any variations to the scale of fees and charges levied in respect to services provided.

15.1.2 The Waterways Authority is committed to maintaining the high standard of service delivery which has been a characteristic of its operations over many years, a standard which has been achieved by hard work and an outstanding commitment by our staff to the organisation's values and objectives and to the service delivery guarantees to our clients.

15.1.3 In order for the Authority to meet its obligations as the steward of State waters and protector of public safety and to achieve this within the requirement to be self funding and fiscally responsible, it requires an organisation with the flexibility to respond to the changes to both the external environment and to Government policy. This will require a work force which has a wide experience base, the ability to provide a "one stop shop" service and the flexibility to respond to exigencies where and when they occur. It also requires an organisation structure more able to respond to and service the Authority's clients across the State.

15.1.4 The process of continuous improvement will continue to be the method adopted to assess the relevance of activities and to improve the quality, range and value of services to our clients. It is essential that the organisation and our staff have the flexibility to respond to change identified by this process of continued improvement.

##### **15.2 Staffing Levels**

15.2.1 Staffing levels are determined by the pressures of providing a quality service within the funding limits of the Authority. Current staffing levels are able to provide a quality service consistent with Government policy and the Authority's Service Commitment Guarantee, however this number is not fixed and is subject to review. Any reductions from this number which may be required will be effected through the process of natural attrition or voluntary redundancy or the application of current Government policy re redeployment and redundancy.

15.2.2 Subject to the provision(s) of applicable Government policy and guidelines all full time or permanent part time staff of the Authority at the time of signing this Award will have security of employment for the term of this Award, however this undertaking extends to staff rather than positions, that is, positions may be restructured or deleted from the structure.

15.2.3 Subject to the provisions of current Government Policy, any staff member whose job changes or is deleted during the term of this Award may be transferred or redeployed into another position in

accordance with applicable Government policy and guidelines in this Award or may be offered the Government's Standard Voluntary Redundancy Package current at the time. This undertaking will not have any affect on the process of managing performance or disciplinary matters which are pursued separately.

### 15.3 Government Job Assist Scheme

15.3.1 Staff who become excess as a result of restructuring or organisational change may access the retraining and support services available through the State Government's Job Assist Scheme and other services provided by the State Government's policy on Managing Displaced Employees.

15.3.2 When offered by the employer, an employee who accepts Voluntary Redundancy is entitled to the Government Voluntary Redundancy Package of the day, except for annual leave loading which is already included in the annualised salary used for the calculation of entitlements and other benefits.

15.3.3 Annual Leave Loading will not be paid by the Authority, as it has already been included in the annualised salary.

15.3.4 Retraining and support for staff is also included via the Government Job Assist Scheme.

15.3.5 In the event that the Authority is required to undertake a restructuring process which results in a reduction of staff numbers which is not able to be met through natural attrition, the parties agree to make representation to the Government regarding the voluntary redundancy arrangements.

### 15.4 Organisational Change Restructuring Process

15.4.1 The parties recognise that restructuring will be an ongoing requirement for improved effectiveness and viability of the Authority. It will result from a variety of factors including, but not limited to, continuous improvement, quality management and Government review. Consultation will take place on an ongoing basis with staff and unions regarding restructuring and the process(s) to be used.

15.4.2 Where as a result of restructuring the position requirements and remuneration level of the job remain substantially the same, other than its reporting relationships, (as determined by the Chief Executive) then the incumbent will follow the job except that where the new remuneration level crosses a merit break (as defined in Clause 10.10) in which case the position is subject to merit selection.

15.4.3 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) transfer of a displaced employee where the employee's substantive or personal salary is the same as 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 requirement can be made up within three months; then
- (ii) redeployment of a displaced employee in accordance with current Government Policy, 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 and the requirements can be made up within three months.
- (iii) In this case the employee's salary will be maintained at the higher level for the period stipulated in current Government policy (12 months) after which it will revert to the substantive level of the position. However, in recognition that there may be special circumstances which warrant a change to this provision the parties to this Award reserve the right to approach the State Government/Premier's Department to re-negotiate the period of salary maintenance;

- (iv) where there are two or more employees to be considered for redeployment or transfer the staff member appointed will be determined on merit at interview; then
- (v) where there is no displaced employee available for transfer or redeployment by advertising the position and filling the vacancy on merit

## 16. Hours of Work

### 16.1 Hours of Work

16.1.1 Hours of work within this Award will be arranged to take into consideration the specific business needs of the Authority and where possible the work preferences of staff.

16.1.2 The hours of work arrangements specified in this Award are available on the condition that an adequate service is maintained at all times. Services and functions provided by the Authority will not be withdrawn to accommodate the absence of staff under the hours of work arrangements.

16.1.3 Starting and finishing times within the spread of hours should be mutually agreed between management and staff, however if an agreement can not be reached the needs of the organisation must prevail and managers will therefore determine starting and ceasing times. Once starting and ceasing times have been established reasonable notice will be given (normally 5 calendar days) of any changes required.

16.1.4 The working of additional hours within the spread of hours will be by reasonable notice from management.

### 16.2 Ordinary Hours

#### 16.2.1

- (i) 35 Hour per week Staff

Hours of work will be an average 35 hours over a cycle of four, eight or twelve weeks to be determined by each Branch of the Authority.

The contract hours shall be:

140 for staff on a four week cycle

280 for staff on an eight week cycle

420 for staff on a twelve week cycle

- (ii) Ordinary hours worked Monday to Friday will be worked between 7.00am and 7.00pm
- (iii) Ordinary hours will exclude the meal breaks, which will be a minimum of 30 minutes, which will be taken, subject to operational requirements. Time taken for a meal breaks will not count as hours worked.
- (iv) Notwithstanding any other provisions of this clause a staff member and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the need of the Business Unit and the contract hours are worked within the cycle.

#### 16.2.2 38 Hour per week Staff

- (i) Hours of work will be an average of 38 hours per week over four, eight or twelve weeks on any day Monday to Friday to be determined by each Business Unit.

The contract hours shall be:

F1 for staff on a four week cycle

304 for staff on an eight week cycle

456 for staff on a twelve week cycle

- (ii) Ordinary hours worked on any one day (Monday to Friday) shall be worked between 6.00am and 6.00pm
- (iii) Ordinary hours shall exclude the meal break which will be a minimum of 30 minutes and which will be taken, subject to operational requirements. Time taken for a meal break will not count as hours worked.
- (iv) Notwithstanding any other provisions of this clause a staff member and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the need of the Business Unit and the contract hours are worked within the cycle.

#### 16.2.3 Boating Service Officers (BSO's)

The BSO's role is principally a day work job. Nothing in this Award is intended to provide any means to either of the parties to convert this work to a quasi shift work arrangement. It is also acknowledged that there are no fixed hours and the expectation is that each BSO will arrange their hours to cover the work required. This may involve working longer or shorter days and/or taking time in lieu.

- (i) Hours of work will be an average of 38 hours per week over a cycle of four, eight or twelve weeks on any day Monday to Sunday (inclusive) to be determined by each Business Unit.
- (ii) The contract hours shall be:
  - 152 hours in a four week cycle
  - 304 hours in an eight week cycle
  - 456 hours in a twelve week cycle
- (iii) A meal break will be taken not more than five hours after commencing which shall be a minimum of 30 minutes and will not count as hours worked.
- (iv) Boating Service Officers are required to work at times and in areas which best serve the needs of the Authority and its customers and to attend for duty and perform any functions deemed to be within the scope of the position. This will require BSO's and their managers working together to arrange their hours and starting and ceasing times which best meet these needs.
- (v) Rosters for Boating Service Officers include Saturday, Sunday and Public Holidays as normal working days. Rosters will include two consecutive days off after working 5 days in lieu of Saturday and Sunday other than for a call out for a designated emergency or as otherwise agreed between the BSO and supervisor/manager. If a rostered day off falls on a public holiday then an alternative RDO shall be taken.

- (vi) Rosters shall include 10 weekends or the equivalent 20 weekend days between end of the Easter holiday and the start of the October long weekend in which BSO's are not rostered for duty.
- (vii) Additional hours worked by BSO's are to be taken as time in lieu at an agreed time on the basis of one hour for each additional hour worked. If at settlement at the end of the period it is apparent that operational requirements prevent some or all of the additional time being taken as time in lieu additional hours may be paid out at ordinary time.
- (viii) A reasonable number of additional hours shall be worked to accommodate the functions of the Authority. These functions include, but are not limited to, night patrols, licence seminars and the attendance at User Group Meetings.

Where additional hours are required to be worked, and are considered by the staff member to be excessive, the work will be performed and any grievance pursued in accordance with the Grievance Handling Procedures at Clause 19 of this Award

- (ix) Notwithstanding any other provision of this clause a BSO and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the needs of the Business Unit and the contract hours are worked within the cycle.

#### 16.2.4 Regional Managers

The ordinary hours of employment shall be no more than 40 hours per week averaged over a 52 week period.

- (i) Hours of work will be an average of 35 hours per week over a cycle of four, eight or twelve weeks on any day Monday to Sunday (inclusive) to be determined by each Business Unit.
- (ii) The contract hours shall be:
  - 140 hours in a four week cycle
  - 280 hours in an eight week cycle
  - 420 hours in a twelve week cycle
- (iii) Ordinary hours worked on any day Monday to Sunday will be worked between 7.00am and 7.00pm
- (iv) Ordinary hours will exclude the meal breaks which will be a minimum of 30 minutes which will be taken, subject to operational requirements. Time taken for a meal breaks will not count as hours worked.
- (v) A reasonable number of additional hours shall be worked to accommodate the needs of the Business Unit.
- (vi) Notwithstanding any other provisions of this clause a staff member and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the need of the Business Unit and the contract hours are worked within the cycle.

#### 16.3 Additional Hours

16.3.1 The working and/or accruing of additional hours shall only be with the agreement of the supervisor/manager.

16.3.2 Based on a four week cycle, hours worked in addition to the contract 140 hours, up to a maximum of 161 hours 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. In circumstances where operational requirements do not allow for time off in lieu, payment at ordinary time may be made.

16.3.3 Hours worked in addition to the contract hours in excess of 21 hours in a four week cycle are paid at time and one half up to 28 hours and double time thereafter or alternatively, by Agreement, taken as time off in lieu at ordinary time.

16.3.4 Staff recalled to work will be entitled to a be paid a minimum of 4 hours at the appropriate rate on the understanding that this provision will not apply to staff called in to work early in which case, if outside the spread of ordinary hours, they shall be paid at the overtime rate.

16.3.5 An employee 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 employee has not had at least ten consecutive hours off duty between those times, shall, subject to this subclause, be released after completion of such additional hours until that employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

16.3.6 It is the intent of this clause to enhance flexibility not to reduce remuneration or to consistently extend the working week past the agreed basis of either 35 or 38 hours. If the parties believe the application of this clause is contrary to its intent a review may take place on a case by case basis and may consider such matters as the functional delegation of duties, team numbers, a aggregation of salaries and any other measures that may be agreed upon in order to resolve the issue.

## 17. Overtime

17.1 The provisions of this Clause will not apply to the positions previously covered by the currently titled MSB (Marine and Port Services) Award.

17.1.1 The following overtime provisions will apply to staff who work overtime as described in Clause 15 Hours of Work. (i.e.) outside the span of hours for the position, other than Regional Managers and Managers other than Regional Managers (see clause 11.4(iii) & (iv)).

17.1.2 35 Hour per week Staff

- (i) For overtime worked Monday to Saturday at the rate of time and one half for the first two hours and double time thereafter.
- (ii) For overtime worked on a Sunday, at the rate of double time.
- (iii) For overtime worked on a Public Holiday, at the rate of double time and one half, in addition to the normal remuneration for that day.
- (iv) Staff required to work overtime beyond the spread of hours Monday to Friday or beyond 12:30 pm on Saturdays, Sundays and Public Holidays will be entitled to a paid meal. This payment will be agreed to the rate determined from time to time and applied within the NSW Public Service.

17.1.3 38 Hour per week Staff

- (i) For overtime worked Monday to Saturday, at the rate of double time.
- (ii) For overtime worked on a Sunday, at the rate of double time and one half.
- (iii) For overtime worked on a Public Holiday, at the rate of double time and one half in addition to normal remuneration for that day.
- (iv) Staff required to work overtime beyond the spread of hours Monday to Friday or beyond 12:30 pm on Saturdays, Sundays and Public Holidays will be entitled to a paid meal. This

payment will be agreed to the rate determined from time to time and applied within the NSW Public Service.

17.2 Subject to Clause 8.2.1, an employer may require an employee to work reasonable overtime at overtime rates.

17.2.1 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

17.2.3 For the purposes of Clause 6.10 what is unreasonable or otherwise will be determined having regard to:

- (i) Any risk to employee health and safety
- (ii) The employee's personal circumstances including any family and carer responsibility
- (iii) The needs of the workplace or enterprise
- (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it and
- (v) Any other relevant matter

### **18. Grievance Handling and Dispute Resolution**

The grievance handling and dispute resolution procedures are contained in Appendix Two.

### **19. Leave**

19.1 Anniversary Date

19.1.1 The anniversary date for all leave other than annual leave, long service leave and sick leave shall be the first day of January in each year. Where employment commences after the anniversary date leave entitlements in accordance with this Award shall be on a pro-rata basis until the next common anniversary date. The anniversary date for Annual Leave and Long Service Leave shall be the date of engagement/appointment or as adjusted following any periods of Leave Without Pay. Sick leave shall be determined on a cumulative three years to date basis.

19.1.2 Annual Leave

- a) Staff are entitled to Annual Leave as follows:
  - (i) Day Workers - four weeks paid leave for each completed year of service.
  - (ii) Boating Service Officers (Working Weekends & Public Holidays) - five weeks paid leave for each completed year of service.
- b) The taking of Annual Leave entitlements will be at a time mutually agreed between management, the employee and, where appropriate, the work team, having regard to leave rostering arrangements and workload requirements.
- c) Individual requests to accrue in excess of 30 days Annual Leave will be considered on a case by case basis.
- d) For purposes of taking leave, for employees on a 35 hour week, one day is equivalent to 7 hours, and for employees on a 38 hour week, one day is equivalent to 7.6 hours.

19.1.3 Staff on Day Work will be debited for each working day absent exclusive of Public Holidays.

19.1.4 The conditions for the taking of Annual Leave are set out in the relevant Parts of this Award.

## 19.2 Long Service Leave

19.2.1 Staff are entitled to Long Service Leave as follows :-

Period of Service	Accrual
After ten years of service	44 working days
For every further completed year of service	11 working days
Leave Without Pay does not count for service for the purpose of Long Service Leave.	

19.2.2 Staff engaged on Day Work will be debited for each working day absent exclusive of Public Holidays.

19.2.3 The conditions for the taking of Long Service Leave are set out in the relevant Parts of this Award.

19.2.4 Salary will be paid at the rate specified in accordance with the Long Service Leave Act.

19.2.5 The taking of accrued leave on half pay is not an entitlement but a concession available only on an approved basis.

## 19.3 Public Holidays

19.3.1 The following days or the days upon which they are observed shall be Holidays, viz New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, National Aboriginal Day (for Aboriginal staff), Labour Day, Christmas Day, Boxing Day and all other days which may be gazetted as public holidays throughout the State.

19.3.2 Subject to the provisions of subclause (20.3.4.) there shall be no deduction of pay for public holidays not worked.

19.3.3 Staff 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.

## 19.4 Leave Without Pay

19.4.1 A staff member wishing to take a period of Leave Without Pay shall make application to The Chief Executive via their supervisor specifying the reasons for such Leave and the period of leave proposed.

19.4.2 Each application for Leave Without Pay shall be considered by the relevant delegated manager on its merits, taking into account the wishes of the staff 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.

19.4.3 In granting of Leave Without Pay the Authority will use its discretion as to whether relieving arrangements will be invoked to cover such absences.

19.4.4 Long Service Leave shall not accrue during periods of Leave Without Pay.

19.4.5 In the case of superannuated staff, periods of Leave Without Pay in excess of six months may only be granted if satisfactory arrangements are made for the staff to pay their own superannuation contributions as well as the Authority's liability, for the whole period of Leave Without Pay.

## 19.5 Trade Union Training Leave

19.5.1 Paid leave may be granted up to a maximum of 12 days in any period of two years to a staff member 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 staff relations and be of benefit to the Authority as a whole.
- (iii) Leave granted for trade union training will count as service for all purposes.
- (iv) Expenses associated with attendance at such courses or seminars will be met by the staff member concerned 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 staff member concerned for such course or seminar and supports the application.

## 20. Staff and Family Assistance

The Sick Leave provisions are designed to remove any abuses of sick leave and to provide paid leave for genuine illness. In addition other provisions have been introduced, such as Aged and Dependant Care Leave to provide support for staff unable to attend work for personal reasons.

### 20.1 Sick Leave

20.1.1 The minimum standard for Sick Leave is one week on full pay for each year of service cumulative on a three years to date basis.

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

20.1.3 It is the staff member's responsibility to report their inability to attend work in order to qualify for payment.

20.1.4 Where a staff member is unable to report for work through illness, this will be reported to the supervisor/team leader within one hour of the normal commencement time. In the case of Shift Workers, where practical, notification will be made prior to the finish of the previous shift. Approval for payment of Sick Leave will be made by the delegated manager.

20.1.5 Documented medical evidence and/or a medical examination by a medical practitioner will be necessary where required by the Authority.

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

20.1.7 Subject to the approval of the Chief Executive and upon the production of medical evidence a staff suffering serious long term or terminal illness may be granted Sick Leave as follows: -

- (i) In the case where there is a prospect of the staff returning to duty this situation will be monitored and reviewed on a regular basis.
- (ii) In the case where the staff has no prospect of returning to work owing to the nature of the illness up until the acceptance of disability retirement liability by the State Superannuation Board.

### 20.2 Aged and Dependant Care Leave

- 20.2.1 Paid Leave may be provided for staff to arrange or provide short term care for sick, injured or aged dependants or family members.
- 20.2.2 A "dependent" in these circumstances is defined as any person who has a family relationship (including defacto partners of the opposite or same gender) with the staff member or for whom the staff member is responsible in terms of care and support.
- 20.2.3 Each individual case will be determined on a case by case basis.
- 20.2.4 Leave for such purposes of up to 5 days per calendar year may be granted by the relevant delegated manager.
- 20.3 Special Leave
- 20.3.1 The flexible working hours arrangements provide an opportunity for staff to attend to personal business during business hours without the need for access to additional time off.
- 20.3.2 In addition to Aged and Dependant care leave, there may be other circumstances where a staff member may require time off during working hours to attend to personal or emergency situations. Leave for such special purposes may be granted by a delegated manager subject to the agreement of the work team, where appropriate, and the staff member establishing a genuine need on a case by case basis.
- 20.3.3 Special leave will include, but not be limited to, time off for bereavement and jury service
- 20.3.4 Each individual case will be determined on a case by case basis.
- 20.4 Maternity Leave
- 20.4.1 Women employed by the Authority who have completed at least forty weeks continuous service either with the Authority or with an organisation listed in the Schedule to the *Transferred Officers Extended Leave Act 1961*, prior to commencement of Maternity Leave shall be granted paid Maternity Leave on full pay for 9 weeks 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.
- 20.4.2 Payment for Maternity Leave may be on a normal fortnightly basis; or in advance in a lump sum; or at a rate of half pay over a period of 18 weeks on a regular fortnightly basis.
- 20.4.3 Staff may elect to take Annual Leave to credit on half pay during any period of half pay Maternity Leave.
- 20.4.4 Staff who have been granted Annual and/or Long Service Leave in respect of any period subsequently allowed as paid Maternity Leave shall be re-accredited with such Annual and/or Long Service Leave.
- 20.4.5 A woman employed by the Authority who adopts a child is entitled to 3 weeks leave at full pay on and from the date of taking leave subject to completing 40 weeks continuous service as detailed above. She may be paid on a normal fortnightly basis in advance in a lump sum, or at the rate of half pay over a period of 6 weeks on a regular fortnightly basis.
- 20.5 Paternity Leave
- 20.5.1 Men employed by the Authority may apply for unpaid Paternity Leave in terms of *the Industrial Relations Act 1996*.
- 20.6 Child Care
- 20.6.1 The Authority will investigate during the life of this Award the feasibility of responding to staff needs for the provision of child care facilities and benefits, as a component of remuneration.

## 21. Relieving

- 21.1 There shall be no restrictions (with the exception of medical) on any staff performing any duties in their grade or lower grades so long as they possess the appropriate knowledge skills and experience, accreditation or licence(s) (where applicable).
- 21.2 Nothing within this Clause is intended to replace staff working at a lower level with those at a higher level.
- 21.3 Where the exercise of higher level duties occurs on a regular basis and they form a significant part of the staff member's work, the staff member is entitled to seek payment for higher duties.
- 21.4 On the first occasion of relief in a position the first five days are developmental and will not be paid at a higher rate. This development phase only applies once (i.e.) on the first occasion of relief in any dissimilar position. If on the first occasion of relief the period exceeds five days payment at the higher rate may be made for days in excess of the five developmental days
- 21.5 Provided a staff member has satisfactorily completed a developmental period any further instances of relief will be paid provided that the period of relief is for 5 or more days except for designated operational positions which shall be paid relief on an occurrence basis.
- 21.6 For any period of relief coming within the provisions of this Clause during which the staff member does not perform the whole of the duties the allowance to be paid will be determined by the appropriate manager.

## 22. Job Redesign

- 22.1.1 The design of existing jobs in the Authority may occur according to changing business needs and as a result of a review by Premier's Department as a consequence of becoming a declared Authority. The process may be activated by the employer, staff or union, but must take into account the recency of the previous design and evaluation of the position.
- 22.1.2 The purpose of job redesign is to identify the competencies required to fulfil the objectives of the Corporate and Business Plans. The competencies will then be grouped into jobs.
- 22.1.3 Job re-design (and subsequent job-evaluation) may be activated outside any organisational change in the following circumstances:
- where the incumbent can demonstrate that the duties of the position have substantially changed
- where a new position is created
- where a position falls vacant and the Authority determines that it is necessary to re-design and/or evaluate the position prior to advertising the vacancy
- 22.1.4 The work value of re-designed positions will be evaluated using an accredited Job Evaluation System.

## 23. Waterways Job Evaluation System

- 23.1.1 Job evaluation involves the systematic comparison of jobs, based on work value, in order to determine the appropriate sizing of positions.
- 23.1.2 There shall be a job evaluation system used within the Authority. The system used shall be the OCR Job Evaluation System. (Appendix Three)
- 23.1.3 The Job Evaluation System shall be used to determine the appropriate remuneration level that the position will occupy i.e. levels 1 to 19.

23.1.4 The Waterways Authority Job Evaluation System employs the Organisation Consulting Resources (OCR) methodology to determine work value. The System contains four broad factor headings. Each of the factors is multi-faceted, combining a number of specific sub-elements required to fully assess the nature and scope of each position. The four broad factors are:

- (i) Knowledge, Skills and Experience - examines the degree of knowledge, skill and experience required to perform the duties of the position competently;
- (ii) Reasoning & Decision Making - assesses the nature and degree of problem solving involved in the position, together with the requirement for decision making or for the submission of recommendations;
- (iii) Communication & Influence - measures internal and external interaction, and the degree of influence exercised by the position within the organisation and/or with external organisations; and
- (iv) Accountability and Responsibility - assesses the degree to which a position is held to account for the outcome of assigned work or decisions.

#### **24. Waterways Authority Performance Management System**

24.1.1 The performance management system operating within the Authority is contained in Appendix 4. The parties agree to:

- (i) Review and redesign the existing system during the period 1 July 1999 to 30 June 2000 including consideration of individual or team performance agreements.
- (ii) Trial an agreed system from 1 July 2000 to 30 June 2001.

Any payment arising from the trial and also the linkage of the Performance Management System to the Waterways Salary Model will form part of the negotiations for the next Award.

#### **25. Authority Skills Formation and Accreditation System**

25.1.1 Competency is defined as the knowledge and skills required to carry out the tasks and activities in a job to the standard expected in the workplace. Additional Competencies will relate to the job, as well as tasks and functions within the work team.

25.1.2 The procedure to be followed for a staff member to gain salary point movement within a particular level of the remuneration structure is:

- (i) Job Redesign will be undertaken on an as needs basis.
- (ii) Competency based job specifications containing core competencies will be produced as a result of the Job Redesign process and will form the basis for job evaluation.
- (iii) Each redesigned job will be evaluated using the Job Evaluation System to assess the level of the new position.
- (iv) The Job Redesign process will identify all competencies required within positions in each Business Unit (i.e. a Competency Profile).

#### **26. Training & Development**

As a learning organisation, Waterways is committed to growth in individual and corporate skills. Waterways aims to provide equity of access to training and professional development opportunities and encourages its employees to continually develop their skills base so as to maximise their job satisfaction and productivity.

Waterways' Competency-Based training strategy is based on a partnership with its employees that involves innovative training technologies which provide expanded and more equitable training opportunities.

## **27. Selection Committees**

27.1.1 Selection Committees will consist of two or more persons:

- a suitably trained person nominated by the work team or group;
  - a person with supervisory or team leadership responsibility for the vacant position; and/or
  - a person nominated by the Authority;
- all of whom are skilled in interview and selection techniques.

As a general rule:

- at least one of the members should be a woman and at least one should be a man;
- members should be above the level of the position; and
- one person nominated by the Authority should be from outside the work team or group or Business Unit.

27.1.2 The Selection Committee should agree on:

The selection criteria to be applied (including any key criteria);

Core questions to be asked of the candidates;

Whether candidates should be asked to:

- provide work samples
- undergo performance tests
- provide written referee reports
- undergo other forms of assessment as agreed by the parties; and

The candidates to be short listed where there is a large field of applicants.

27.1.3 Selection Committees should be impartial and avoid presumptions about stereotyping of candidates.

27.1.4 Selection Committees should aim to reach consensus in the selection process. If consensus cannot be reached a majority and minority recommendation may be made.

## **28. Workplace Representatives**

28.1 The role and responsibilities of union Workplace Representatives, and the mutual understandings of the Authority and unions regarding union delegates, are set out below:

28.1.1 Delegates are empowered to act in an official capacity for and on behalf of their Union in accordance with its rules.

- 28.1.2 It is fundamental that delegates are staff of the Waterways Authority and that their prime responsibility and duty is as staff. Their activities on union business must not be inconsistent with their contract of employment.
- 28.1.3 On election/nomination of a member as a delegate, the Authority expects the Union concerned to notify it in writing addressed to the Human Resources Manager 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.
- 28.1.4 Upon receipt of a notification including the information outlined in Clause 29.1.3 above, the Authority recognises delegates as in Clause 29.1.1.
- 28.1.5 This recognition supports the legitimate part played by delegates in operations of the union in its dealings with the Authority and involves activities such as:
- (i) Advising members on the best way to deal with particular problems in their individual cases (such as pay queries, leave matters, errors in entitlements). Assistance in these cases would generally be available through supervisors or personnel in the payroll or human resources areas.
  - (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 be aware of and follow the Grievance Handling and Dispute Resolution Guidelines detailed in Appendix 2 of this Award.
  - (iii) Attending meetings or conferences called by their Union(s), Peak Councils or the Authority.
  - (iv) Attending proceedings at the Industrial Relations Commission when required as a witness or to assist the Union Advocate.
- 28.1.6 For meetings and conferences (as set out in Clause 29.1.5 (iii) above) delegates must obtain prior approval from their supervisors to attend.
- 28.1.7 The Authority 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, the Authority is prepared to pay where 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) The Authority considers that the request is reasonable and leads to more constructive staff relations.
  - (iii) For proceedings at the Industrial Relations Commission, assistance to a Union Advocate is limited to no more than two delegates on each occasion.
- 28.1.8 The procedure for notifying for meetings convened by unions and Peak Councils is notification in writing, giving two 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. The Authority will be provided with an attendance list of

- meetings. In exceptional circumstances the parties agree the above procedures may be waived.
- 28.1.9 The current practice, whereby recognised union delegates are allowed a reasonable opportunity to carry out general union business on-site at time mutually convenient to the staff and the Authority, will be continued.
- 28.1.10 When involved in union activity, delegates are expected to observe the same standards of conduct and behaviour as any staff. Breaches will be dealt with on the same basis as for all staff - either under the Waterways Authority Disciplinary Procedures or other appropriate action.
- 28.1.11 The Authority reserves the right to notify the relevant union should it consider a recognised delegate is abusing any privilege extended to the delegate.

## 29. Work Environment

### 29.1 Occupational Health and Safety

29.1.1 The Authority is committed to maintaining an accident-free and healthy workplace. This will be achieved by:

Implementation of appropriate health and safety procedures;

Appropriate management practices;

The active and constructive involvement of all staff; and

Management and staff participation on Safety Committees.

29.1.2 At all times the Authority and staff will comply with the *Occupational Health and Safety Act* 1983.

29.1.3 The Authority will encourage staff to take a constructive role in promoting improvements in occupational health, safety and welfare to achieve a healthy and safe working environment.

### 29.2 Management Responsibility

29.2.1 The Authority shall ensure a safe system of work as a legal obligation thus setting examples to encourage safe practices and methods:

29.2.2 Each workplace and its environment must be established and maintained in a safe condition without risk to health.

29.2.3 Machinery, plant and equipment must be safe and without risks when properly used and must be maintained in that condition

29.2.4 Each work activity must be assessed to determine a safe method of operation.

29.2.5 Procedures need to be documented in the form of a job instruction and reviewed periodically in the light of experience or changed circumstances.

29.2.6 Exposure to harmful chemical and physical agents is in accordance with the specifications laid down by an approved authority and monitored to ensure compliance with specifications.

29.2.7 Approved protective clothing and equipment is provided and instruction given on its use, maintenance and storage.

29.2.8 Arrangements are made for monitoring all accident/injury and work related ill-health and appropriate corrective action taken to prevent a recurrence.

29.2.9 All staff are instructed in correct work practice for the work being performed.

### 29.3 Individual Responsibility

29.3.1 Each staff member is responsible to work safely to the maximum extent of his/her control over, or influence on, working conditions and methods.

29.3.2 Observe all instructions issued to protect safety and the safety of others.

29.3.3 Ensure all safeguards and protective equipment provided for safety purposes are utilised accordingly.

29.3.4 Advise the supervisor of any hazards or deviation from safe working practices at the workplace.

29.3.5 Not interfere with or render inactive any safeguard or protective equipment provided for safety purposes, except when necessary as part of an approved maintenance procedure.

### 29.4 Clothing and Personal Protective Equipment

29.4.1 To ensure the safety of staff, protective clothing and personal protective equipment will be issued according to exposure to hazards and risks which exist in the workplace. Where it is determined that a protective clothing issue will be made and replacement will be on the basis of condemnation.

29.4.2 Where a staff member is issued with protective clothing that clothing must be worn on duty except when a specific exemption has been allowed by the staff member's supervisor. A staff member who has been issued with protective clothing and/or equipment, reports for duty incorrectly attired may be stood down without pay or be otherwise deployed until such time as they are able to report for duty correctly attired.

29.4.3 Some staff will be issued with uniforms. A staff member who is issued with a uniform is expected to keep the uniform in good order and condition and to wear the full uniform at all times when on duty. Items of uniform will be replaced on condemnation.

29.4.4 Personal protective equipment will be issued as required. In areas or circumstances where a hazard(s) have been identified which require the use of personal protective equipment the wearing of such equipment shall be compulsory.

### 29.5 Anti-Discrimination in the Workplace

#### Equality of Employment and Elimination of Discrimination

29.5.1 The parties are committed to providing a work environment which promotes the achievement of equity, access and elimination of discrimination in employment.

#### 29.5.2 Anti-discrimination

(i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.

(ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions to this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement, which by its terms or operation has a direct or indirect discriminatory effect.

- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State of Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (vi) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (vii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ..... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

## 29.6 Harassment Free Workplace

- 29.6.1 The Authority is committed to ensuring that staff work in an environment free of harassment.
- 29.6.2 Harassment is any repeated uninvited or unwelcome behaviour directed at or about another person. The effect of harassment is to offend, annoy, or intimidate another person and to make the workplace uncomfortable and unpleasant.
- 29.6.3 Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 29.6.4 Harassment on any grounds including but not limited to sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be condoned by the Authority.
- 29.6.5 Managers and supervisors shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace, and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 29.6.6 All staff are required to refrain from perpetrating, or being a party to, any form of harassment.

## 30. Personnel Policies

- 30.1 The MSB Personnel Policy Manual will continue to have effect until such time as the Authority amends, replaces or rescinds policy.
  - 30.1.1 Any proposed changes to policy will be referred to the Waterways Authority Consultative Committee prior to any change taking effect.

30.1.2 As a consequence of the introduction of the 1993 MSB Enterprise Agreement, the following sections of the MSB Personnel Policy Manual are deleted:

Policy	Reference
Proficiency Allowances	1.4
Preparation of Relieving Returns	1.16
Appointment / Employment	2.1
Birth Certificates	2.1
Medical Examinations	2.1
Relief Of Positions Designated As General Scale	2.5
Payment for Contract Services	2.5
Determination of Remuneration for Senior Officers	2.9
Identification Of Positions With Cross Cultural Qualifications	2.10
Temporary and Casual Employment	2.26
Leave Application	3.1
Public Holidays	3.1
Annual Leave Loading	3.42
Adjustment of Salaries of Officers and Staff	4.2
Blood Donors	4.3
First Aid	4.6
Increments	4.6
Incremental Advancement	4.7
Job Rotation	4.7
Reimbursement of Transport Licence Fees	4.10
Resignations	4.11
Requirements for Prescribing Essential and Desirable Qualifications	4.12
Seniority	4.14
Temporary Employment to Cover LWOP	4.14
Termination of Employment	4.15
Uniforms and Protective Clothing	4.16
Sexual Harassment	4.17
Staff Assistance Program	4.17
Staff Relations Procedures - Complain Resolution	4.27
Principles for Redeployment within the MSB	4.45
Superannuation Inclusion of Shift Allowances as Superable Salary	4.53
Proficiency Testing	6.1
Request for Staff Reviews	6.8
Staff Assistance Program	13
Job Rotation	15
Requirements for Prescribing Essential And Desirable Qualifications	29
Procedures for Staff Reviews	31

### 31. Caravan, Tent & Boat Allowance

31.1 When motel/hotel accommodation is neither available nor appropriate, staff required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties shall be paid a daily allowance of \$33.60 or any other amount as determined from time to time by the Authority.

### 32. No Extra Claims

32.1 Parties to this Award are obliged not to pursue any extra claims, except those allowed by Chapter 2, Part 2 of Division 1-3 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 Award.

## SCHEDULE A

### AWARDS AGREEMENTS SUCCEEDED

Pursuant to sub-clause (ii) of clause 6, Operation of the Award, this award is intended to rescind and replace the following awards and agreements:

MSB Enterprise Agreement 1993 (370/93)

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

MSB (Legal Officers) Award

MSB (Survey Drafting and Search Officers and Survey Branch) Award

MSB (Surveyors and Articled Survey Pupils) Award

MSB (Architects) Award

MSB (Technical Officers) Award

MSB (Drafting Officers and Technicians) Award

MSB (Marine Engineers, Engineers, Ship Surveyors, Shipwright Surveyors and C) Award

MSB (Boating Service Officers) Award

MSB (State Boating Service, Port Operations) 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

## **PART B**

### **MONETARY RATES**

#### **Annual Salary Rate**

#### **Salaries and Allowances Effective 1 July 2003**

Waterways Officer Level	Salary Rates \$
1	30,808
2	33,711
3	39,140
4	40,986
5	44,069

6	46,147
7	49,613
8	51,951
9	55,849
10	58,485
11	62,873
12	65,835
13	70,773
14	74,102
15	79,658
16	83,407
17	89,651
18	93,079
19	96,583

Category	Grade	\$	Excellence \$
Ministry Officer	4	42,609	44,356
Ministry Officer	5	45,811	47,251
Ministry Officer	6	47,971	49,937
Ministry Officer	7	51,574	53,198
Ministry Officer	8	54,006	56,214
Ministry Officer	9	58,057	59,883
Ministry Officer	10	60,796	63,284
Ministry Officer	11	65,359	67,414
Ministry Officer	12	68,438	71,235
Ministry Officer	13	73,570	75,879
Ministry Officer	14	77,033	80,178
Ministry Officer	15	82,807	85,402
Ministry Officer	16	86,701	90,234
Ministry Officer	17	93,193	95,571
Ministry Officer	18	96,758	100,400

#### Salary Rates for Personal Salaries

New Level	Rate \$
3.1	40,371
4.1	41,607
5.1	44,761
5.2	45,457
7.1	51,172
8.1	52,732
8.2	54,288
9.1	56,726
9.2	57,607
11.1	63,860
13.1	71,883
16.1	84,653
17.1	91,938

#### Salary Rates for Harbour Masters/Marine Pilots

The Harbour Master/Marine Pilots at Eden and Yamba will be paid aggregate salaries of \$99,725 per annum from the 1st July 2003 with further salary increases in accordance with Part 3 of the Enterprise Agreement.

**APPENDIX 1****ORGANISATIONAL PERFORMANCE PAYMENT****Basket of Agreed KPI's**

	Unit	97-98 Actual (March 98)	98-99 Projected	99-2000 Projected	2000- 2001 Projected
<b>Client Focus</b>					
Reduction in complaints	% decrease	n/a	15	30	50
Benchmarked products and services	from 97-98 % increase	0	15	30	0
Consultation forums	from 97-98 Number	250	255	260	265
<b>Maximum turnaround time</b>					
complaints	Working days	10	10	10	10
enquiries	Working days	5	5	5	5
<b>Business Process Innovation</b>					
Quality Matrix	% performance level	25	35	45	60
User needs analyses (prior to new IT systems)	%	n/a	100	100	100
Business processes documented and reviewed	% increase from 97-98	n/a	33	66	100
<b>Financial Performance</b>					
Increased commercial revenue	% increase from 97-98	n/a	3	6	10
Internal benchmarking of activity costs	%	n/a	100	100	100
Reduction in controllable overhead costs	% decrease from 97-98	n/a	2	4	6
Revenue per employee	\$'000	125	137	151	157
<b>Organisational Health</b>					
Internal communication forums	% increase from 97-98	n/a	33	66	100
Training programs implemented	% of annual training plan	n/a	100	100	100

Staff satisfaction index	% performance level	n/a	60	80	100
Time lost due to sickness or workplace accident	days per employee	5.22	5	5	5
Time lost due to industrial dispute	Days	nil	nil	nil	nil

## APPENDIX 2

### GRIEVANCE HANDLING & DISPUTE RESOLUTION GUIDELINES

#### 1. Objectives of These Guidelines

To create an environment where grievances and disputes are identified, heard and resolved and to ensure that grievances and disputes are solved as fairly and promptly as possible and in a consistent manner, to empower supervisors and managers to resolve grievances as close to the source of complaint as possible.

#### 2. What is a Grievance?

A grievance is a personal complaint or difficulty. It is any work-related matter that is causing a staff member distress or concern, including a matter concerning discrimination in employment on a ground to which the *Anti-Discrimination Act 1977* applies. For example, a grievance may relate to a perceived lack of training opportunity or being denied leave. It may also involve suspected discrimination or harassment against a staff member, including a member of an EEO target group.

#### 3. What is a Dispute?

A dispute generally refers to a complaint or difficulty that affects more than one staff member. A formal procedure provides an opportunity to resolve a dispute before industrial action occurs. For example, a decision that changes the working conditions of a group of staff within a work area may become a dispute.

#### 4. Grievance Handling Procedures

##### 4.1 Early Intervention/Resolution of Grievances

When a grievance arises, or is likely to occur, the following steps are to be followed:

- (i) Consider the issues causing distress or concern and initiate action to resolve the matter promptly and fairly with the responsible party.
- (ii) Do not hesitate to act quickly if a matter is causing personal distress. Small problems, if left unattended, can escalate and may affect health, self-esteem, self confidence, work performance and productivity.
- (iii) Carefully document details of the grievance, including times, dates, witnesses (if available) and personal feelings.
- (iv) If a grievance situation persists, inform the responsible party that unless it is resolved, other parties will be called on to provide expert assistance.

##### 4.2 Seeking Assistance

Aggrieved parties can obtain assistance by approaching the Employee Assistance Program (EAP) staff Counsellor, specialist Human Resources personnel, work colleagues, Union delegates or the spokeswoman.

#### 4.3 The Role of the Supervisor/ Manager

- (i) Supervisors and/or managers are responsible for ensuring grievances are addressed quickly and fairly. Staff who have a complaint should first raise it with their supervisor. They may wish to have a union delegate present when informing the supervisor of the grievance, or at any stage of these procedures. Friends or interpreters can also be present. If necessary the Waterways Authority will arrange and pay for the cost of an interpreter.

It is important to note that staff should not hesitate to speak up and bring real grievances to the notice of their supervisor. Staff may seek appropriate support or advice as required.

In cases where the first approach to a supervisor cannot be made because the grievance concerns that supervisor, contact should then be made with the appropriate manager or the Human Resources Manager.

- (ii) In many instances grievances may be resolved within the area in which the grievance occurred and with the involvement of the supervisor. In the next section detailed steps are provided for resolving grievance complaints.
- (iii) All parties involved in resolving a grievance dispute agree that normal work activities should not cease unless there is a proven health or safety risk to any of the parties.
- (iv) If such a risk is present, the Chief Executive, with advice from the Human Resources Manager and the appropriate union, should be notified so that other arrangements may be made.
- (v) The supervisor should listen with an open mind, gather all relevant facts, act promptly and fairly whilst taking a consistent approach. The supervisor should follow up to ensure that the correct action has been taken and the cause of the grievance has been properly addressed.

#### 4.4 Steps to be followed in resolving Grievances

##### Step 1

At first, assistance or advice should be sought from specialist Human Resources personnel, if necessary, to clarify these procedures or how to deal with EEO target group issues.

The aggrieved party should then approach their supervisor, who is responsible for ensuring that the grievance is addressed quickly and fairly. Grievances that involve dangerous, criminal or other illegal activity, must be reported immediately to the Human Resource manager by the Supervisor or Manager. Grievances may be referred to the appropriate union at any time.

##### Step 2

Supervisors should listen with an open mind, be patient, and ask questions to obtain a better understanding of the situation. This requires that parties adopt a mutual problem-solving approach, which is impartial and is not diminished by preconceived opinions.

##### Step 3

Supervisors should at first obtain all the facts from the aggrieved party. They should then approach the party or parties against whom the complaint is made, and seek their response on the allegations. It is important at this stage that this process makes a clear distinction between facts and opinions. Other information that is relevant should be collected, consulting records and policies if necessary. Any information that the supervisor gathers should be kept in a secure place until the matter is resolved.

##### Step 4

The supervisor should act promptly and fairly and, in consultation with the aggrieved party, must set reasonable deadlines for dealing with the grievance.

#### Step 5

A supervisor who does not have the authority or all the necessary information to resolve the grievance, must identify who has and, in agreement with the aggrieved party, must seek further advice.

#### Step 6

Wherever possible the supervisor must complete an investigation of all the facts, and consider all relevant viewpoints, prior to making a decision to resolve the grievance.

#### Step 7

After a decision is made, and it is not accepted by the aggrieved party, the supervisor must advise all the parties involved of internal and external avenues that can be used to achieve a fair and equitable resolution. The supervisor must ensure that agreed corrective action has been taken and causes addressed.

#### Step 8

Where a supervisor is unable to resolve the matter directly between the parties involved, then the next line of manager or the Human Resources Manager may be contacted, if so desired by the aggrieved party. A reasonable amount of time should be allowed for the matter to be dealt with thoroughly.

#### Step 9

In the event that this manager is also unable to resolve the grievance, the matter should then be directed to the Chief Executive (if deemed appropriate), who then assumes responsibility for resolving the grievance.

#### Step 10

If the parties agree, the matter may be referred to an independent mediator/arbitrator to be resolved. The Human Resources Manager should be approached for assistance.

### 4.5 Confidentiality

Supervisors will not discuss the grievance with any other person(s) without the agreement of the aggrieved party. The sharing of information is to be confined to those people who need to know about the grievance in order to help resolve it particularly in matters of discrimination or harassment in the workplace. Any necessary discussion of the grievance among relevant managers will remain confidential.

## 5. Dispute Resolution Procedures

5.1 Any dispute between staff or their union and the Authority should follow the steps below. In addition, the principles underlying the resolution of grievances should be followed in dealing with disputes. Industrial relation past & precedent dictates that normal work must continue while these Procedures are being following. If a health or safety risk is present, the Human Resources Manager should be notified for appropriate assessment and action.

5.2 Steps to be followed in resolving a Dispute

#### Step 1

Staff or the union representative 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 staff or union representative may approach the Branch Manager or equivalent to resolve the dispute. Where the grievance has industrial or human resource implications, the Branch Manager should seek the advice of the Human Resources Manager.

Step 3

At this point, if the dispute remains unresolved, the Branch Manager should inform the Chief Executive.

Step 4

The staff member or union may refer the dispute to the Industrial Relations Commission.

5.3 Keeping records relating to the grievance/dispute

Papers that relate to the grievance or dispute should be retained at the local level for a reasonable period. The supervisor or manager should ensure the papers are secured. All parties directly concerned with the grievance or dispute should be given an opportunity to read and comment on papers relating to them. Documentation should be kept separate from personnel files.

**APPENDIX 3**

**JOB EVALUATION PROGRAM**

The job evaluation system in operation in Waterways at the time of the signing of this Agreement is the OCR Job Evaluation System.

Program Objective

Job evaluation involves the systematic comparison of jobs, based on work value, in order to determine the appropriate remuneration level of positions.

The Job Evaluation System provides an ongoing process to ensure sizing and salary point levels are fair and equitable and can stand up to thorough scrutiny by all parties involved in the award restructuring process.

Job evaluation is undertaken at the Authority-wide level. The Job Evaluation Committee will comprise as a minimum one Human Resources person, a job expert, one team representative and the line manager for the position to be evaluated (not the immediate supervisor). Gender balance is required with the Job Evaluation Committee comprising at least one man and one woman.

Training of all Job Evaluation Committee members by OCR is required prior to participating in evaluation work. Accreditation of Job Evaluation Committee members is required.

Training of Human Resources employees by OCR of their JES (Job Evaluation System) is required to undertake computer analysis, regression analysis of work values and to assign appropriate salaries to positions evaluated.

Accreditation of Human Resources employees performing analysis and assigning of appropriate salary levels is required.

In each case, accreditation will be on a joint arrangement between OCR and the Authority.

The following table sets out how the work value points determined by the Waterways OCR Job Evaluation System will be translated into the salary model. There will be entry points at each level, dependent upon the work value points allocated to each position evaluated. The table below sets out the range of work value points for each entry point:

Level	Job Value Points
-------	------------------

1	54 - 82
2	83 - 110
3	111 - 128
4	129 - 145
5	146 - 167
6	168 - 187
7	188 - 212
8	213 - 236
9	237 - 267
10	268 - 296
11	297 - 334
12	335 - 371
13	372 - 420
14	421 - 469
15	470 - 540
16	541 - 609
17	610 - 690
18	691 - 769

The following information is extracted from the 1993 MSB Enterprise Agreement and relates exclusively to the interpolation to the new 1993 remuneration structure and the transitional arrangements for the introduction of the MSB Job Evaluation System. The details are repeated for historical information purposes only.

#### Interpolation to Remuneration Structure

Positions determined to be outside the work value points range for the level as part of the benchmarking process will be dealt with as follows:

"Unders"        Where the correct remuneration level is below the current salary for any position then priority in the job redesign process will be given to any such positions.

Where job evaluation following job redesign confirms any position to be "under graded" the position will be moved to the correct work value point, i.e. A or D salary point.

"Overs"        Where the correct remuneration level is above the current salary for any position then priority in the job redesign process will be given to any such positions.

#### Transition Arrangements for the Introduction of the MSB Job Evaluation System

Where the duties and responsibilities after job redesign are not significantly changed for those in the original positions and job evaluation scores the position at the same or higher level then the employee can be directly appointed to the position. This will occur once for each position.

Where an employee has occupied a position which has been restructured over time but not re-evaluated; and has been performing the duties satisfactorily in excess of 12 months, then direct appointment can occur following a job redesign to the level determined by job evaluation.

Where job evaluation following job redesign confirms any position to be "over graded" the employee occupying any such position is "red circled", where job redesign doesn't allow the position to be graded at the present level. When the position next falls vacant it is moved to the correct work value point, i.e. A or D salary point.

#### Merit Based Promotion

The MSB Regulation defines the basis upon which redeployment, transfer and promotion occur. Merit will form the basis of promotion between levels. Where a position is evaluated to be a higher remuneration level and the transition arrangements for the introduction of the MSB Job Evaluation System are not applicable then the position will be advertised and filled on a basis of merit.

**APPENDIX 4**  
**PERFORMANCE MANAGEMENT SYSTEM**  
**GUIDELINES FOR SUPERVISORS & STAFF**

**March 1996**

**Preamble**

These guidelines have been produced by the Waterways Authority in conjunction with the Employee Consultative Committee on Performance Management.

The Members of that Committee are:

Mike Hluchan - Property & Assets Section

Ian Sinclair - Sydney Region

Hugh Cooke - Commercial Vessels

Sue Calleja - Commercial Vessels

Kim Newell - Sydney Region

Sue Ohanian - Employee Development Manager

Terry Hamilton - Personnel Services Administrator

John Quinlan

Acting Chief Executive Contents

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**WATERWAYS AUTHORITY**  
**Performance Management System**

**1. Overview**

- 1.1 Introduction

The Waterways Authority has adopted a Performance Management System as part of its management strategy and as an aid to assist staff achieve their goals as well as the organisation's goals.

The first three months of the System (1 April - 30 June 1996) will be a pilot program. It will be team-based, rather than individual-based with the performance targets, indicators and assessment of performance based within the team.

A performance management system is the process of identifying, evaluating and developing employee work performance. This will achieve the dual purposes of ensuring that the Authority achieves its business goals and that staff benefit by way of providing information and performance feedback, enhancing rapport with supervisors, as well as receiving recognition and reward.

The main purpose of performance management within the Authority is to promote an agreed results-oriented work ethic. This is done by identifying the goals of the Authority and the team, against which is measured outstanding, satisfactory and poor work performance. In addition, individual training and development needs are identified in order to improve performance, job satisfaction and future career prospects.

These guidelines have been provided to ensure that all supervisors, managers and staff clearly understand their rights, roles and responsibilities under the System. They set out what is expected of supervisors and managers in their role as reviewing officers or mediators and of staff as reviewees. By providing a clear statement of the roles, it is intended that a consistent and fair approach will be achieved for all staff.

The Performance Management System will apply to all non-SES staff of the Waterways Authority.

## 1.2 Definitions

### Performance Management

is the process of identifying, evaluating and developing employee work performance.

### Performance Agreement

is a written formal document which contains an agreement between the team and the manager that:

- i) identifies agreed, performance targets and performance indicators for the duration of the agreement; and
- ii) identifies separate staff and career development plans.

### Performance Targets

a more specific statement of what is being aimed for in the current review period. They provide a clear qualitative and quantitative focus for the specific work to be done.

### Performance Indicators

are standards or measures set to verify if teams have met their targets.

### Work Plan

is developed at the start of the review period and contains work and development activities that are targeted for completion at, say, weekly, monthly or three - monthly intervals. It assists teams in monitoring their progress towards targets.

### Staff Development

this is the training that is needed for individual employees to develop the knowledge and the skills which are needed to achieve the performance targets and to improve current skills.

#### Career Development

This covers:

- (i) broadening of the knowledge and skills base of an employee to increase his/her ability to work in other areas;
- (ii) increased job satisfaction; and
- (iii) promotion opportunities.

A time period of the next 2-3 years is used as the basis for these discussions.

The knowledge, skills and experience needed to assist this career development are identified and the supervisor must make a commitment on the development activities to be provided for the period. Such commitments may include: allowing the employee to act in a higher position; having the employee involved in job rotation; placing the employee on a project team or special committee; and/or attending a specific course.

### 1.3 Objectives

The principal objectives of the System are to:

ensure that teams are aware of their branch business strategies and objectives, key tasks and supervisor expectations;

establish team targets linked to the Waterway's Corporate Plan and Branch business/Region plans;

monitor and measure performance against these targets and provide constructive feedback on performance;

identify outstanding, satisfactory and poor work performance and initiate appropriate action;

provide a training needs analysis for the staff member and, in the end, for the Authority as a whole.

### 1.4 The Process

The process will comprise four separate stages: developing the Performance Agreement: the progress review, the final performance review and identifying and initiating appropriate action. How these four components fit together is best shown by the figure below: (Please refer the file IRC 01/1367)

During the first stage of the process, each manager or supervisor with responsibility for a team will establish a team Performance Agreement which is signed by each member of the team following a Performance Agreement interview. A Performance Agreement is a written, formal document which contains an agreement between a team and its manager/supervisor identifying agreed performance targets and performance indicators.

The agreement also contains staff and career development plans for each team member. They are contained in Part 4 of the agreement.

The second stage provides for on-going monitoring and feedback on performance. Progress will be reviewed regularly (at least every 3 months) both informally and formally, and can provide an opportunity for re-adjustment and refinement of the Agreement, as a result of previously unforeseen influences eg. re-organisation, changed priorities.

At the expiration of the Agreement a final performance review will take place. This review will assess team performance during the life of the Agreement, and must be based clearly and directly on the

performance agreement, i.e. those previously determined performance targets and performance indicators.

The last stage will be to assess information obtained from the final performance review, identify whether performance is outstanding, satisfactory or poor and initiate the appropriate action that needs to be taken.

1.5 Meeting the Challenge of Establishing a Successful Agreement

The four phases of the performance management process will be enhanced by effective interpersonal relationships established between managers, supervisors, individuals and work teams. The success of any Performance Agreement will therefore depend upon how managers, supervisors, and team members interact with each other.

Managers and supervisors need to:

- gain commitment by seeking information and ideas from others;
- tap employee potential by coaching and reinforcing;
- motivate staff by enhancing their self-esteem;
- check for understanding by summarising information and agreed-upon actions;
- monitor progress by establishing follow-up dates;
- express interest and concern by listening carefully and responding appropriately;
- keep goals clear and performance high by providing consistent positive and/or corrective feedback.

By applying the following five critical principles, managers and supervisors will ensure that they meet the challenge of establishing a successful Performance Management System:

Be specific	when maintaining or enhancing self-esteem, it is important to be specific. While it never hurts to simply say 'good job', describing the 'good job' in detail will be more meaningful. In addition to showing you value this person, there will be no doubt about what you are praising.
Be sincere	Being specific when praising or recognising someone also shows that you are sincere. Phoney, insincere compliments are easily detected and usually do more harm than good. Overdoing it 'dilutes' the praise and lessens its impact.
Respond to feelings and content	It is important to know that you heard and understood both the content of what was said and the feelings expressed through active listening*. Getting feelings out in the open helps you focus on the topic in question. If people don't communicate freely and openly, you might not receive essential information.
Seek & develop ideas	By seeking ideas you create a participative atmosphere that encourages your team to collaboratively develop and build on each other's suggestions.
Provide support without removing responsibility	When team members are committed to implementing ideas, offer your support, but make sure people are

Active listening

aware of their areas of responsibility. Supporting ideas, suggestions and solutions without removing responsibility for action is a critical component of leadership. Show your support by offering encouragement, being available to help, and removing potential barriers within your control. React with calmness and interest listen for content, feelings and meanings (with special focus on feelings) use open-ended probing questions summarise and clarify

## 2. Stage One

### 2.1 Developing the Performance Agreement

The first phase of establishing an Agreement involves managers, supervisors and the team participating in a Performance Agreement interview.

The purpose of a Performance Agreement interview is to produce an equitable, fair, consistent, clear and concise statement on a team's performance targets and indicators.

The manager/supervisor who has direct responsibility for the team will be the reporting officer and the team members are the reviewees. Therefore each manager/supervisor will experience being both a reporting officer and a reviewee, and at times, a mediator. Equally, the supervisor/manager of the team forms part of the team.

The usual period of an Agreement will be 12 months. However, during the pilot program agreements will last for 3 months. After the pilot program managers will require the approval of the Human Resources Manager to establish agreements for less than 12 months.

### 2.2 The Roles of Reporting Officer and Reviewee

The Reporting Officer will undertake responsibility for conducting the Performance Agreement interview, as well as providing ongoing support to team members for the duration of the Agreement and assessing and reporting on performance. This should be done having due regard to issues of equity, consistency, EEO policies and principles.

The interview should take place in a private setting and should be as informal as possible. As the interview may take between one to two hours, ample time should be allocated by the Reporting Officer. Also ensure that there are no interruptions.

Team members should, prior to the Performance Agreement interview think about the Business Plan, possible performance targets and indicators, and their staff and career development needs. They should also seek feedback and assistance from their manager/supervisor and/or team members to help them achieve their performance targets, particularly if any difficulties are being experienced.

Regular two-way communication and effective rapport between the reporting officer and team members is essential if the roles are to be effective.

### 2.3 What is Established at the Interview

The Performance Agreement interview provides for discussion of business objectives, performance targets and indicators for the designated period. Parties to the agreement should co-operate to produce:

Specific

Measurable

Achievable

Realistic

Time framed

Agreed

performance targets and identify appropriate and equitable indicators. The targets identified must reflect the responsibilities of the team and link with the Waterways Corporate Plan objectives.

The Human Resources Section can provide assistance in the development of these initial performance targets and indicators and thereafter, upon request.

In ensuring the effectiveness of discussions, it is necessary for the parties to make certain preparations for the interview.

The Reporting Officer should:

give the team sufficient notice of the Performance Agreement interview to ensure a adequate time for preparation;

provide any relevant information and/or advice prior to the interview taking place, for example, the Branch business plans;

Prior to the interview taking place team members need to:

make sure they know the function/s of their team and the Branch's/Region's responsibilities under the Corporate Plan;

think about how the team can achieve its business objectives.

During the discussion, the parties should:

be prepared to establish SMARTA performance targets and verifiable performance indicators; ensure that performance targets and indicators are formulated with input from all parties; be prepared to have more than one meeting if necessary to complete the form.

Discussions should be open and all performance targets and indicators should be made clear, including their linkage to the Corporate Plan.

Together, participants should formulate for the duration of the Agreement the team's:

- (a) performance targets - drawn from the team's outcomes and based on job responsibilities, they provide a clear qualitative and quantitative focus for the specific work to be done.

Performance targets must:

be consistent with the team's key outcomes for the designated period, based on Branch/Regional plans and the objectives specified in the Waterway's Business Plan;

be within the team's capacity to provide resources and support;

be set at challenging and realistic levels, whilst being SMARTA.

- (b) performance indicators - are means of verifying if targets have been met.

2.4 Outcomes of the Performance Agreement Interview

To summarise, the interviews must produce equitable, fair, consistent, clear and concise statements on the team's and the individual team member's:

- performance targets consistent with the level of the team
- performance indicators consistent with the level of the team
- staff development activities applicable to the current responsibilities and targets of the individuals in the team
- career development plan.

Another important outcome is a consensus between the parties on their respective roles and responsibilities during the agreement period.

The Reporting Officer should, after discussion with the team, complete those sections of the form which refer to the Corporate Plan, performance targets and performance indicators.

The interviews will be concluded by the team members and Reporting Officer signing Performance Agreement. The reporting officer should keep Part One of the original Performance Agreement form, and team members are given a copy of Part One and their personal copy of Part Four.

A copy of Part Four should be forwarded by the Reporting Officer to the Manager, Human Resources. This copy will be used to assist in planning for future training and development programs and as a follow-up to ensure that a Performance Agreement has been completed for all staff.

2.5 Individual Training Plans

In addition to the meeting(s) between the team members and their supervisor/manager, a separate interview is held with each individual team member to determine an appropriate staff development program and to establish relevant career development plans. All these details are recorded in Part 4 of the Performance Agreement form.

At these individual interviews the team member and supervisor/manager discuss:

- staff development - that is what the individual needs to function effectively in their current position and, therefore, reach or exceed their targets;
- career development - those specific career development activities the individual requires during the review period considering both short-term and long term development needs.

**Summary Of Roles & Responsibilities**

**1. Performance Agreement Stage**

Team Members	Reporting Officers
Always ensure confidentiality.	Arrange and conduct interviews.
Familiarise yourself and your team with Branch/Regional plan & business objectives and think about how your team can contribute.	Always ensure confidentiality.
Consider possible performance targets and performance indicators that relate to team role and Branch/Regional business plan.	Give a adequate notice of performance agreement interview.
Adopt a co-operative joint problem solving	Provide private, comfortable setting with no interruptions.
	Allow ample time (1-2 hours) for the meeting and

approach.	be prepared to have more than one meeting
Consider your staff and career development training needs (prior to the individual meeting).	Ensure team members have copy of Corporate Plan and Branch/Regional plan
Identify your staff and career development needs	Familiarise yourself with Branch/Regional plan and business objectives.

Develop a work plan for the team, if considered useful.	Consider possible performance targets and performance indicators that relate to team role and Branch/Regional business objectives.  Ensure that you are thoroughly familiar with the Performance Management system
	Explain process to the team including roles of Reporting Officer and team members during review period  During interview:  Put team members at ease Listen actively Be supportive  Ensure targets and indicators are formulated with input from both parties.
	Conduct individual staff and career development interviews.  Fill out appropriate parts of Performance Agreement form.  Obtain signatures for forms and distribute copies.

### 3 Stage Two

#### 3.1 Progress Reviews/Providing Ongoing Support

Ongoing support, understanding and genuine two-way feedback are critical in the performance management process. Progress reviews also provide the opportunity for team members to discuss with their reporting officer, any difficulties they may have. Performance targets and staff development activities should be constantly evaluated and feedback provided regularly to ensure that progress towards performance targets is as expected and that appropriate development is being made available. Career development activities are also regularly checked against the original plans so that further action can be taken if necessary.

Progress should be reviewed regularly and conducted both informally and formally. These meetings provide opportunities for feedback and review including:

evaluation of progress towards targets

the re-adjustment and refinement of the original plan as a result of previously unforeseen circumstances

correcting any planning mistakes

helping to meet work plans

encouraging progress in staff and career development activities

the identification of any training needs

strengthening relationships

Formal progress reviews are to be held every three months. Informal reviews and ongoing support occur between these times at intervals to suit the circumstances. Progress reviews are important as it allows the team time to address serious concerns and ensures that where there is an adverse outcome from the assessment, the reviewer is not raising it for the first time at the final performance review.

### 3.2 Informal Review/Ongoing Support

Informal reviews/discussion may be initiated by either the team or the Reporting Officer.

Informal approaches by the Reporting Officers should be made frequently and can provide an important exchange of information without any unnecessary anxiety. In addition, team members should meet regularly to discuss progress against targets. Reporting officers should know and inquire whether targets and tasks are being achieved, or whether the team is experiencing any difficulty. In the latter case, assistance should be offered to overcome the difficulty being experienced. Similarly, team members should seek assistance or report on progress when the need arises.

Informal support should be provided when a change occurs that may affect the team's work, or whenever any person needs assurance that progress is being achieved as planned.

### 3.3 Formal Reviews

As well as frequent informal support, a formal discussion of the team's progress should be held every three months.

Formal interviews can obtain details about performance which might not arise from more casual discussions. Thus potential problems are more likely to be identified earlier and avoided. A work plan could be developed at the start of the Agreement period whereby agreed work and development activities are targeted for completion at three monthly intervals. Formal interviews can then be simply used to review and evaluate performance in light of the work plan. This plan will help teams to monitor their allocation of time and manage their workload in order to achieve all targets.

Formal reviews reinforce effective performance, evaluate and recognise achievements, solve problems and provide counselling. Feedback ensures that there are no surprises at the final performance review meeting.

Before conducting a formal review interview, the parties should check the Performance Agreement form and any other notes to ensure familiarity with the agreed targets and indicators. Team members should meet to also discuss their overall performance.

Information should be sought on:

What progress is being made?;

What difficulties (if any) are being experienced?;

What assistance is required of the Reporting Officer?; and

What alterations (if any) need to be made to the work plan?

If interim targets are not being met, the reasons should be identified. Staff development activities that have been completed should be discussed and their relevance and applicability to the team's jobs evaluated. Additional staff development activities may be added to the action plan if required.

Reporting officers should encourage teams to monitor their own progress to provide a basis for discussion during these interviews.

Both the team and reporting officer should keep brief records of such interviews. These records should emphasise:

- the team's progress
- difficulties being experienced
- assistance requested
- assistance provided
- staff and career development activities undertaken.

These records will assist in subsequent interviews and in particular with the evaluation at the conclusion of the Agreement period.

Reporting Officers are required to record the dates when these meetings are held in parts 2 and 5 of the form.

### Summary Of Roles And Responsibilities

#### 2. Ongoing Support and Progress Reviews

Team Members	Reporting Officers
Regularly meet as a team, including the Reporting Officer (who forms part of the team), to discuss progress against targets.	Regularly meet with the team to discuss progress against targets. Encourage team to monitor their own progress
Seek assistance from Reporting Officer if difficulties arise.  If necessary, initiate informal and formal reviews with Reporting Officer.  Consider possible solutions to problems that may arise - adopt a problem solving approach  Seek feedback from Reporting Officer regarding the team's progress.  Seek agreement to alter original targets and indicators if difficulties in achievement is being encountered  Monitor usefulness of and progress on individual staff development activities.  Accept constructive feedback.  Keep brief records of interviews.	Undertake informal progress reviews via casual approaches and discussions  Arrange formal progress reviews every 3 months.  Encourage teams to seek assistance and report on progress being made  Enquire regularly about progress being made against targets.  Offer assistance if difficulties being encountered - adopt a problem solving approach.  Familiarise yourself with team's performance targets and indicators prior to the progress review.  Assess requests for amendments to original targets and indicators.  At individual meetings discuss progress on, and evaluate, staff development activities.

	<p>Keep brief records of interviews</p> <p>During interview:</p>
--	--

	<p>Provide positive feedback and constructive criticism where appropriate.</p> <p>Listen to team's views &amp; explanations.</p> <p>Resolve problems by addressing issues rather than attributing blame; be positive and focus on future performance rather than past mistakes.</p> <p>Keep brief records of interviews.</p> <p>Record dates of interview on Part 2 of form</p>
--	---

**4. Stage Three**

**4.1 Final Team Performance Review**

The final performance review will indicate:

For the team:

Job performance and the extent to which performance targets have been met;  
the reasons for any performance targets not achieved

For the individual:

the type and relevance of staff development activities undertaken

future development activities and career aspirations that have been identified.

The evaluation of performance should be based clearly and directly on the team's agreement, i.e. on the written performance targets and indicators.

The Reporting Officer's task is to determine whether or not targets have been met, when reviewed against the agreed performance indicators.

If regular support has been provided and continuous feedback has occurred, the parties are more likely to agree on the assessment made at the conclusion of the Agreement period. Both parties will need to review the Performance Agreement material before this interview.

**4.2 Procedures to Follow When Assessing Performance**

Referring to the Performance Agreement form, parties should:

review each performance target and discuss the extent of the achievement based on the performance indicator(s)

determine possible causes of any non-achievement of targets.

To ensure the success of these interviews it is important that Reporting Officers keep the following points in mind. They should:

allow ample time for the interview and provide a private setting with no interruptions

take a co-operative approach by treating team members as colleagues in reviewing the performance

avoid making judgemental comments or giving opinions, for example, "that wasn't very good", without providing specific detail

ask questions of the team members to gather information about performance

language should not be argumentative, but be factual and objective, whilst maintaining self-esteem

let the team members, as far as possible, draw the conclusions based on the information available.

People who feel good about themselves are more motivated, productive and co-operative. They are more committed to solving problems, exploring opportunities and facing challenges.

A person's self-esteem is maintained by being careful not to damage their feeling of self-worth, especially when discussing problems. This can be accomplished by focusing on the facts, not the person. You enhance that person's self-esteem when you acknowledge their good ideas, express confidence in their abilities, and treat them as competent individuals.

Decisions on collecting information about performance need to be based on some well-proven research findings which include:

the most useful and reliable information on which to base judgements about performance is job-related

personal traits, qualities and characteristics are not regarded as appropriate criteria for performance reviews as judgements tend to reflect individual values which may not be shared by others

#### 4.3 Outcomes of Assessing Performance

There should be a basic consensus between the Reporting Officer and the team/individual on the:

achievement of performance targets

nature of any difficulties experienced

usefulness of staff development and career development activities

nature of future staff and career development needs

In the spaces provided on the form, the extent of achievement of each performance target should be recorded. In the event of the non-achievement of a performance target, the reasons should be noted (eg. inaction, lack of skills/resources). The reporting officer should consider that the non-achievement of performance targets is not necessarily the fault of the team, but may be due to other factors beyond the team's control.

A summary report on the overall assessment of performance of the team must be recorded in the appropriate space. It should focus on the Performance Agreement form, the achievement of targets, and other relevant records. All comments on performance given in this statement must be able to be substantiated by supporting evidence.

#### 4.4 Review Of Individual Training Plans

At a separate interview with individual team members, the reporting officer and team member should:

determine the value of completed staff development activities

identify further staff development needs and plan for future activities to meet those needs  
 discuss the usefulness of activities that have been undertaken for career development and further plans for more activities

These details should be recorded in Part 6 of the Performance Agreement.

4.5 Levels of Performance

4.5.1 Team Performance

The matter of poor performance by an individual is separate to that of poor performance by a team. Team performance is an integral part of the discussions between the team and the Reporting Officer at the progress reviews throughout the review period.

The ongoing support provided to the team by the Reporting Officer and the progress reviews (both informal and formal) should ensure that questions about team performance do not suddenly arise at the final performance review.

4.5.2 Individual Performance

If at any stage during the review period the team considers that a member is not performing to his/her optimum, attempts should be made to resolve the issue within the team. This may involve the identification of factors affecting performance and assistance to overcome these problems.

If, however, the matter cannot be resolved by the team, it should be referred to the supervisor/manager. The matter is then dealt with as an individual, confidential issue between the person concerned and the supervisor and follows the established policy and procedures. It may also be that the supervisor/manager identifies the poor performance on his/her own initiative.

**SUMMARY OF ROLES AND RESPONSIBILITIES**

**3. Performance Review**

Team Members	Reporting Officer
Re-familiarise yourself with the agreed performance targets and indicators.	Determine mutually convenient time for interview.
Prepare for the meeting by:	Give adequate notice of interview.
1) Meeting as a team to discuss overall performance against targets and indicators.	Arrange private, comfortable setting with no interruptions.
2) Reviewing records of progress interviews.	Allow sufficient time for interview.
3) Formulating a team view as to your overall assessment.	Re-familiarise yourself with the agreed performance targets and indicators.
Raise any disagreement on proposed assessment.	Review records of progress interviews before final review.
Be familiar with your team's achievements during the period.	Determine if targets have been met when reviewed against the agreed performance indicators.

<p>Be prepared to discuss difficulties that have occurred.</p>	<p>Determine possible causes of non- achievement of targets</p>
<p>Individuals are to assess the value of staff and career development activities undertaken and consider their future needs.</p>	<p>During the interview:</p> <p>Take a collaborative approach by treating team members as colleagues in reviewing the performance;</p> <p>Avoid making judgemental comments or giving opinions.</p> <p>Ask questions of the Team to elicit the information about performance; and</p> <p>Let the Team (as far as possible), draw the conclusions based on the information available. Seek agreement for overall assessment of performance - take a co-operative approach.</p> <p>Base assessment on a agreed targets and indicators - focus on the facts not the people.</p> <p>If the Team thinks that the assessment of any performance target is not fair, the Reporting Officer should:</p> <p>Listen to the complaint and recognise both emotional and logical content;</p> <p>Respond in an understanding manner and try to avoid defensiveness by either party; and</p> <p>Decide to modify or retain the original decision.</p> <p>At meetings with individual team members:</p> <p>Determine value of completed staff development activities</p> <p>Identify future staff career development activities.</p> <p>Record on form the extent of achievement of targets.</p>

**5. Stage Four**

5.1 Identify and Initiate Appropriate Action

In completing the form and evaluating performance, a recommendation must be made as to the action that should be taken with regard to any development activities.

5.2 Discussion of the Report

After reports are written, Reporting Officers must discuss these with the team. The Reporting Officer should focus discussion on Part 3 of the form and particularly on 'the overall assessment of performance' section.

Space is also provided on the form for the team to comment on the assessment of performance. Team members are to be encouraged to complete this section.

If any disagreements arise regarding the written assessment, the reporting officer must try to gain more information. If, following discussion, the disagreement persists, the team member/s must indicate this in the appropriate space provided on the form for his or her comment.

If a grievance persists, it is to be dealt with via the Grievance Handling Procedures in the Enterprise Agreement. Grievance procedures are addressed in the next section under 'Administration'.

In all instances parties should sign the original, and a photocopy of the report must be given to all members of the team.

**SUMMARY OF ROLES AND RESPONSIBILITIES**

**4. Identify and Initiate Appropriate Action**

Team Members	Reporting Officer
<p>Consider Reporting Officers' written assessment of overall performance.</p> <p>Contribute written team comments on assessment.</p>	<p>Prepare written evaluation of team's performance including assessment of individual staff development activities.</p> <p>Discuss written report with team.</p> <p>Discuss staff development activities with individuals.</p> <p>Encourage team members to contribute written comments on the form.</p> <p>If previous disagreement persists utilise Grievance Handling Procedures</p> <p>If all agree on assessment ensure all parties sign the original.</p> <p>Distribute copies.</p> <p>Ensure safe storage of reports during review period.</p> <p>At end of review period, forward reports to Human Resources.</p>

**6. Administration**

**6.1 Performance Planning and Review Training**

A training program to introduce employees to the Waterways Performance Management System is available. This training program provides the opportunity to discuss the range of issues relating to the System, including the development of Performance Agreements and the conduct of formal and informal reviews.

## 6.2 When is the Agreement Completed?

### 6.2.1 Initial Introduction Of System

Following the formal introduction of the system (and the training of all managers, supervisors and staff), managers & supervisors should ensure that a Performance Agreement has been established within six weeks for all staff for whom they have direct responsibility.

### 6.2.2 New Employee

A new employee will be provided with sufficient training to enable a thorough understanding of the Performance Management System, its objectives & goals, within one month of commencement. Managers/supervisors must then ensure that the employee is included in a team Performance Agreement within six weeks of the employee taking up duty.

### 6.2.3 Established Job Occupant

The performance management process is continuous with each Agreement targeted for completion on the anniversary of the team entering into an Agreement.

### 6.2.4 Where a team member moves to another position

When an individual moves to a new position in the organisation, he/she becomes a party to the Agreement operating in that team. Stage One interviews should be held with the new Reporting Officer and other members of new team to establish the contribution that new member can make for remainder of the review period.

### 6.2.5 How to Deal with Different Reporting Officers During the Agreement Period

Before leaving a position, the outgoing Reporting Officer must provide the incoming Reporting Officer with an interim report on each team in terms of how they are performing in relation to the standard agreed to in each work activity. The incoming Reporting Officer can use these reports plus his/her own observations to complete composite reviews.

## 6.3 Storage Of Reports

Reporting Officers have the responsibility for the safe storage of Performance Agreements during the review period. At the end of the review period, the completed documents are to be forwarded to the appropriate Human Resources area, for extraction of training and development information, and retention in the Branch for three years. After that time, the form will be placed on the personal file of all team members.

## 6.4 Access To Reports

The reports under this scheme may not be requested by selection committees during a section interview, nor can they be examined after interviews in order to assist in decision making. Staff can however, if they do desire, bring copies of the report to assist in their claims for positions.

Performance reports should be available only to the team members and the reporting officer, although direct line managers of greater seniority than the reporting officer and the Chief Executive have access when appropriate. Any other person seeking copies of the reports are subject to Freedom of Information requirements and limitations (i.e. the person involved will need to give their consent to another person wishing to sight the document).

6.5 Grievances

If any disagreement arises regarding the written assessment, the Reporting Officer must try to gain more information through further discussion. However if, following discussion the disagreement still persists, the team member must indicate this in the space for employee's comments.

6.6 Grievance Mechanism

A grievance mechanism is contained in the Enterprise Agreement. It should be used to address grievances and should operate where an employee considers that he/she has been treated unfairly or has been disadvantaged as a result of the performance review.

6.7 Confidentiality

The process of reviewing Performance Agreements is entirely confidential. This confidentiality applies to storage and transmission of documents, and to discussing any recommendations pertaining to a team or an individual's performance. Any breach of confidentiality in this process may constitute a breach of discipline.

**PERFORMANCE AGREEMENT**

Team Name:

Team Members:

Branch:

Work Group Function:

Agreement Period:

From: To:

Reporting Officer's Name:

Reporting Officer's Position:

**Part 1 - Performance Agreement**

Key Performance Area:

Corporate Objective:

Strategy:

Team Objective	Performance Targets & Indicators
No.	No.


If space is insufficient, additional sheets may be attached

**Part 2 - Progress Review**

**Team On-going Support Record Sheet**

Team: Date:  Reporting Officer:
--

**Progress Being Made Towards Performance Targets**

Progress to Date:
Problems/Difficulties Experienced:
Follow Up Action (Indicate if by Reporting Officer or Reviewee)
Team Comments:

**Agreed Changes to Performance Targets & Indicators**


_____	_____	_____
_____	_____	_____
_____	_____	_____
	Signatures, Team Members	
_____		_____

Signature, Reporting Officer

Date

**Part 3 - Results at the end of the Agreement Period**

Performance Targets Attained Above Agreed Levels:
Performance Targets Attained at Agreed Levels:
Performance Targets Not Attained at Agreed Levels:
Overall Assessment of Performance:

**Team Members' Comments**



Signatures, Team Members

Signature, Reporting Officer	Date

Original to be retained by Reporting Officer; Team members to be given a copy. The Reporting Officer is responsible for forwarding completed documents to the Human Resources Branch for retention.

Signature, Branch Head	Date

**Part 4 - Individual Training Plan**

To be formulated at start of Review Period

Name:
-------

Staff Development
Staff development activities/opportunities to support the Performance targets and indicators (List job related knowledge, skills and experience for which training and development is sought).
Career Development

Career Development activities/opportunities (List career related knowledge, skills and experience for
---

which training and development is requested).

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_  
 Team Member Reporting Officer  
 \_\_\_\_\_  
 Print Name Print Name/Person

NOTE: This form is to be retained by the Reporting Officer and a copy provided to the Team Member

**Part 5 - Progress Review**

**Individual On-going Support Record Sheet Progress being made with Development Activities**

Team Member:	Date:
Reporting Officer:	
Staff Development Activities Since Last Interview:	
Any Further Action Required?:	
Career Development Activities:	
Any Further Action Required?	

\_\_\_\_\_  
 Team Member's Signature

\_\_\_\_\_  
 Reporting Officer's Signature

**Part 6 - Assessment of Individual Training Plan**

**To be undertaken at end of Review Period**

Further Action to be Taken for Staff Development:
Further Action to be Taken for Career Development:
Reporting Officer's Recommendations:
Team Member's Comments

\_\_\_\_\_  
 Signature, Team Member

\_\_\_\_\_  
 Signature, Reporting Officers

\_\_\_\_\_  
 Date

Original to be retained by Reporting Officer; Team member to be given a copy. The Reporting Officer is responsible for forwarding completed documents to the Human Resources Branch for retention.

Branch Head's Comments and/or Approval \_\_\_\_\_

Date

Signature, Branch Head

Date

**APPENDIX 5**

**SALARY CLASSIFICATIONS**

**Rates of pay as at 22 February 1999 (\*)**

Level	Salary \$	Job Title
W/O 1	26,047	
W/O 2	28,501	
W/O 3	33,090	Messenger Customer Service Officer (Entry Level)
W/O 4	34,652	Licence Tester
W/O 5	37,258	Administration Officer Operations Assistant Records/Administration Officer PABX Operator/Administration Officer Customer Service Officer Harbour Cleaner Bus Driver Boating Service Officer (Entry Level)
W/O 6	39,015	Administration Officer Capital Works Assets & Maintenance Officer Help Desk Operator Litigation Clerk
W/O 7	41,945	Executive Assistant Communications Officer Survey Assistant Property Accounting Officer Supply officer Accounts Officer Budget & Fixed Assets Officer Junior Naval Architect Boating Service Officer (Intermediate Level)
W/O 8	43,923	System Tester Office Manager Team Leader Harbour Cleaning Quality Assurance Officer
W/O 9	47,218	Research Officer Drafting Officer Team Leader Help Desk Team Leader Client Services Operations Support Officer Project officer SAP

		Personnel & Payroll Officer PC/LAN Support Officer Senior Legal Clerk Boating Service Officer (Fully Competent Level)
--	--	--

W/O 10	49,446	Computing Support Officer Team Leader Customer Service
W/O 11	53,157	Property Officer Survey Officer GIS/Programmer Assessment Officer Team Leader Financial Services OH&S Consultant Team Leader Quality Assurance Graphical Systems Development Officer Project Officer
		Senior Drafting Officer Team Leader Sydney Harbour (Operations) Team Leader Sydney Harbour (Customer Service) Boating Service Officer (Remote Stations and additional responsibilities)
W/O 12	55,661	Executive Officer Employee Development Research Officer Litigation Solicitor Support Senior Systems Analyst
W/O 13	59,835	Operations Support Planning Officer Manager Special Aquatic Events Policy Officer Manager Harbour Cleaning Marine Certification Officer Commercial Property Officer Team Leader Data Services Team Leader PC/LAN Support Systems Operations Manager Property & Projects Officer Accountant Operations Manager Botany Bay/Port Hacking Manager Client Services Research & Quality Officer Systems Administrator
W/O 14	62,650	Media Officer Management Accountant Manager Systems Support Senior Marine Investigator Vessel Surveyor Naval Architect
W/O 15	67,347	Property Manager Graphical Systems Officer Building Manager Architect WADAMP Project Manager Manager Employee Development Manager Special Projects Service Delivery
W/O 16	70,695	Corporate Planner Communication & Education Manager Manager Planning & Projects Survey Manager Asset Engineer
		Senior Assessments Engineer Regional Manager (Murray River, South Coast, Hunter/Inland, North Coast, Hawkesbury River/Broken Bay) Senior Naval Architect
W/O 17	75,516	Manager 2000 Olympic Games

		Principal Policy Officer Manager Asset Services Manager Human Resources Manager Information Management & Technology Manager Legal Services Manager Property Services Regional Manager (Sydney) Manager Vessel Survey
W/O 18	78,695	Manager Finance & Corporate Services

\* The rates in this table are those applicable as at the approval of the Award and are subject to variations as per Clause 10 of the Award.

R. W. HARRISON *D.P.*

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(125)

SERIAL C2610

**CLERICAL AND ADMINISTRATIVE EMPLOYEES, HIRE CARS AND  
TAXIS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5789 of 2003)

Before Mr Deputy President Grayson

6 February 2004

**REVIEWED AWARD**

1. Delete subclause (iv) of clause 2, Definitions of the award published 4 August 2000 (317 I.G. 665), and insert in lieu thereof the following:
  - (iv) "Union" shall mean the NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.
2. Delete subclause (vii) of clause 20, Sick Leave, and insert in lieu thereof the following:
  - (vii) Service before the date of this award shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into account in arriving at the period of accumulated leave. Accumulated leave to the credit of the employee at the commencement of the award will not be increased or reduced by the operation of this clause.
3. Delete clause 32, Occupational Health and Safety, and insert in lieu thereof the following:

**32. Occupational Health and Safety**

Each employer and employee bound to observe the provisions of this award shall also co-operate positively in respect of obligations pursuant to the *Occupational Health and Safety Act* 2000

4. Insert after subclause (iii), of clause 40, Area, Incidence and Duration, the following new subclauses (iv) and (v).
  - (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 6 February 2004.
  - (v) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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(676)

**SERIAL C2695**

**TRANSPORT INDUSTRY - WASTE COLLECTION AND RECYCLING  
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5611 of 2003)

Before The Honourable Mr Deputy President Harrison

2 April 2004

### REVIEWED AWARD

1. Delete the words "class 1A licence" in subparagraph (1) of paragraph (B) of subclause (i) of clause 2, Wages, of the award published 19 December 2003 (342 I.G. 447) and insert in lieu thereof the following:

Class C Driving Licence

2. Delete the words "Eight Hour Day ( or Labour Day)" in subclause (i) of clause 13, Public Holiday, and insert in lieu thereof the following:

Labour Day

3. Delete the words "paid by" in subclause (i) of clause 20, Pay Day, and insert in lieu thereof the following:

paid

4. Delete the words "Traffic Act and Regulations" in subclause (iv) of clause 22, General Conditions, and insert in lieu thereof the following:

the relevant Road Transport legislation and Regulations.

5. Delete the words "the first-aid Regulations under the *Factories, Shops and Industries Act* 1962;" in paragraph (b) of subclause (iii) of clause 23, Safety and Occupational Health Requirements, and insert in lieu thereof the following:

clause 20 of the NSW Occupational Health and Safety Regulations, 2001.

6. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 2 April 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

R. W. HARRISON *D.P.*

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(356)

**SERIAL C2792**

## EXHIBITION INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5806 of 2003)

Before Commissioner Cambridge

3 June 2004

**REVIEWED AWARD**

1. Delete subclause (c) of clause 4, Classifications and Rates of pay, of the award published 6 October 2000 (319 I.G. 1).
2. Delete subclause (d) of clause 6, Terms of Engagement, and renumber the existing subclauses (e) and (f) to read as (d) and (e).
3. Delete subclause (c) of clause 14, Annual Leave, and insert in lieu thereof the following:
  - (c) An employer shall nominate the general period during which annual leave may be taken by employees at any workplace.  
  
Annual leave taken outside such period shall be taken by mutual agreement.
4. Delete subclause (a) of clause 17, Jury Service, and insert in lieu thereof the following:
  - (a) A weekly employee, who is required to attend for jury service during his or her ordinary hours shall be reimbursed by the employer, an amount equal to the difference between the amount which the employee received in payment for that jury service and the amount which he or she would have received in respect of the ordinary hours that the employee would have worked had he or she not been on jury service.
5. Delete the words "outfit" of clause 18, First-aid Kit and Allowance, and insert in lieu thereof the following:  
  
"Kit".
6. The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 3 June 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

I. W. CAMBRIDGE, Commissioner.

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(278)

**SERIAL C2578****DAIRYING INDUSTRY EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5597 of 2003)

Before The Honourable Mr Deputy President Harrison

12 February 2004

**REVIEWED AWARD**

1. Delete subclause (b) of clause 19, Protective Clothing and Health Conditions, of the award published 4 May 2001 (324 I.G. 474) and insert in lieu thereof the following:
  - (b) The employer shall provide and maintain a suitably equipped first-aid outfit in the dairy in accordance with the Occupational Health and Safety Regulation 2001, and any amendments hereto.
2. Delete subclause (viii) of clause 27A, Deduction of Union Membership Fees.
3. Insert in clause 28, Area, Incidence and Duration the following subclauses:
  - (e) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 12 February 2004.
  - (f) This award remains in force until varied or rescinded, the period for which it was made already having expired.

R. W. HARRISON *D.P.*

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(387)

**SERIAL C2660****ICE-CREAM CARTERS AND VAN SALESPERSONS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5603 of 2003)

Before The Honourable Mr Deputy President Harrison

27 February 2004

**REVIEWED AWARD**

1. Delete paragraph 9.3.1 of clause 9, Rates of Pay, of the award published 25 August 2000 (320 I.G. 1114) and insert in lieu thereof the following:  

9.3.1 A junior employee (other than one who is engaged permanently as a driver or a van salesperson) who may be required from time to time to drive a vehicle necessitating possession of a Class C or LR driving licence shall be paid, in addition to the ordinary rate, an allowance as set in Item 2 of Table 2 per week.
2. Delete paragraph 9.6.4 of clause 9, Rates of Pay, and insert in lieu thereof the following:  

9.6.4 The spread of ordinary hours allowable for part-time employees shall be as set out in clause 8 and their hourly rate equal to the appropriate rate as set out in 9.6 and divided by 40.
3. Delete subclause 1 of clause 26, Public Holidays, and insert in lieu thereof the following:  

26.1 The following days or the days upon which they are observed shall be holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labor Day, Christmas Day, Boxing Day and the union picnic day which shall be the second Wednesday in the month of May in each year together with such other days as may be prescribed for the State as public holidays and observed as such. Provided that by agreement between an employer and an employee the above holidays may be substituted for another day.
4. Delete clause 33, Right of Entry, and replace in lieu thereof the following:  

See Chapter 5, Part 7 - Entry and Inspection by Officers of Industrial Organisations - of the *Industrial Relations Act 1996*.
5. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 27 February 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

R. W. HARRISON *D.P.*

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(830)

**SERIAL C2579**

**WHOLESALE FRUIT AND VEGETABLE MARKET EMPLOYEES  
(NEWCASTLE, &c.) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 5596 of 2003)

Before The Honourable Mr Deputy President Harrison

12 February 2004

**REVIEWED AWARD**

1. Delete subclause (iii) of clause 2A, Utilisation of Skills, of the award published 9 February 2001 (322 I.G. 185), and insert in lieu thereof the following:

(iii) Any direction given by an employer in accordance with subclauses (i) and (ii) shall be consistent with the employer's obligations under the *Occupational Health and Safety Act 2000*.

2. Insert at the end of clause 30, Area, Incidence and Duration the following new paragraphs:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 12 February 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

R. W. HARRISON *D.P.*

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(127)

**SERIAL C2599**

**CLERICAL AND ADMINISTRATIVE EMPLOYEES (BHP STEEL  
(JLA) PTY LTD - PORT KEMBLA) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 5788 of 2003)

Before Mr Deputy President Grayson

15 December 2003

**REVIEWED AWARD**

1. Delete the title of the award published 4 September 1998 (306 I.G. 533), and insert in lieu thereof the following:

**CLERICAL AND ADMINISTRATIVE EMPLOYEES (BLUESCOPE STEEL LIMITED - PORT KEMBLA) AWARD**

2. Delete the words "BHP Steel (JLA) Pty Ltd within the jurisdiction of the John Lysaght (Australia) Limited Port Kembla Conciliation Committee" appearing in clause 33, Area, Incidence and Duration, and insert in lieu thereof the following:

BlueScope Steel Limited at the Springhill and CRM Works at Port Kembla, NSW.

3. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 15 December 2003.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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(306)

**SERIAL C2567**

**ENGINE PACKING MANUFACTURE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5689 of 2003)

Before Commissioner McLeay

23 February 2004

**REVIEWED AWARD**

1. Delete clause 3, No Extra Claims, and clause 26, Leave Reserved, from clause 1, Arrangement of the award published 16 February 2001 (322 I.G. 354).
2. Renumber the existing clause 29, Anti-Discrimination, to read as clause 3, and renumber the existing clauses accordingly:
  3. Anti-Discrimination
  26. Enterprise Arrangements
  27. Redundancy
  28. Area, Incidence and Duration
3. Delete subclause (iv) of clause 20, General Conditions, and insert in lieu thereof the following:
  - (iv) Hot and cold showers and hand basins in sufficient number shall be made available by the employer for all employees. (See also the *Occupational Health and Safety Act 2000* and Occupational Health and Safety Regulation 2001 made thereunder).
4. Delete Schedules A and B.
5. The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 February 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. McLEAY, Commissioner.

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(279)

**SERIAL C2613**

**DENTAL ASSISTANTS AND SECRETARIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 5764 of 2003)

Before Mr Deputy President Grayson

12 December 2003

**REVIEWED AWARD**

1. Renumber in the Arrangement of the award published 27 February 2004 (343 I.G 434), clause 18A, Union Contributions to read as clause 19 and renumber subsequent clauses accordingly:

19. Union Contributions
20. Attendance at Technical College
21. Block Release
22. Finishing at Night
23. Exhibition of Certificate
24. First-Aid Allowance
25. Disputes and Industrial Grievance Procedures
26. Definitions
27. Anti-Discrimination
28. Exemptions
29. Leave Reserved
30. Area, Incidence and Duration

2. Delete the first paragraph of clause 6, Sick Leave and Insert in lieu thereof the following:

An employee who is unable to attend for duty by reason of personal illness or personal incapacity (including incapacity resulting from injury within the *Workplace Injury Management and Workers Compensation Act 1998*) shall be entitled to be paid at the ordinary-time rate of pay for the time of such time, subject to the following:

3. Insert at the end of clause 29, Area, Incidence and Duration, the following new paragraphs:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 12 December 2003.

J. P. GRAYSON *D.P.*

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(1293)

**SERIAL C2583**

## **MIRROR AND TELEGRAPH PUBLICATIONS CLERICAL AWARD 2000**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 5784 of 2003)

Before Mr Deputy President Grayson

15 December 2003

**REVIEWED AWARD**

1. Delete clause 25, Structural Efficiency Commitment, of the award published 6 October 2000 (319 I.G. 173), as varied, and insert in lieu thereof the following:

### **25. Structural Efficiency Commitment**

In this context the parties have co-operated positively in a review of the terms and conditions applying to employees at the new production facility and have implemented measures to improve the efficiency of the plant and have provided employees with a career path dependant on the acquisition and requirement to use additional skills.

As part of this process employees in the classifications (definitions) under Part I of this document are to perform a wider range of duties including work, which is incidental or peripheral to their main tasks or functions. Employees may be required to perform any duty for which they have been trained.

The parties will continue to work towards a skilled and efficient workforce.

2. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 15 December 2003.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

R. W. HARRISON *D.P.*

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(317)

**SERIAL C2662**

## **BREAD VENDORS (TIP TOP BAKERIES - COUNTRY) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 5690 of 2003)

Before Commissioner Tabbaa

10 March 2004

**REVIEWED AWARD**

1. Insert in clause 1, Arrangement of the award published 10 March 2000 (314 I.G. 871) the following new clause number and subject matter:

26. Union Dues

2. Delete the first paragraph in clause 2, Definitions, and insert in lieu thereof the following:

In this award -

"Award rate" means the amount payable to a Baking Industry Employee Level 3 under the LHMU and Tip Top Bakeries (NSW) Enterprise Award published 26 July 2002 (335 I.G. 463) and any successor Award.

3. Insert after clause 25, Notices, the following new clause:

**26. Union Dues**

- 26.1 The company shall deduct Union membership fees (not including fines or levies) from the pay of any vendor, provided that:
  - (a) the vendor has authorised the company to make such deductions in accordance with subclause 26.2 herein;
  - (b) the Union shall advise the company of the amount to be deducted for each pay period applying at the company's workplace and any changes to that amount;
  - (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to a vendor; and
  - (d) there shall be no requirement to make deductions for casual vendors with less than two months' service (continuous or otherwise).
- 26.2 The vendor's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the company to deduct. Where the vendor passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the company without first obtaining the vendor's consent to do so. Such consent may form part of the written authorisation.
- 26.3 Monies so deducted from vendors' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the company's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to vendors' membership accounts.
- 26.4 Where the vendor has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the vendor to make a fresh authorisation in order for such deductions to commence or continue.
- 26.5 The Union shall advise the company of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly, as the case may be. The Union shall give the company a minimum of two months' notice of any such change.
- 26.6 A vendor may at any time revoke in writing an authorisation to the company to make payroll deductions of Union membership fees.
- 26.7 Where a vendor who is a member of the Union and who has authorised the company to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the vendor in writing of the need to revoke the authorisation to the company in order for payroll deductions of union membership fees to cease.

4. The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 10 March 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

I. TABBAA, Commissioner.

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(379)

**SERIAL C2839**

## **HEALTH EMPLOYEES' TECHNICAL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1750 of 2004)

Before Mr Deputy President Grayson

8 June 2004

### **REVIEWED AWARD**

1. Renumber in the Arrangement clause 6A, Anti-Discrimination, and clause 7, Area, Incidence and Duration, of the award published 6 November 1998 (307 I.G. 56), to read as follows:

7. Anti-Discrimination
8. Area, Incidence and Duration

2. Delete the definitions, "Association" "Health Service" and "Hospital" of clause 1, Definitions, and insert in lieu thereof the following:

"Union" means the Health Services Union.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1977*.

3. Delete clause 3, Exemptions, and insert in lieu thereof the following:

### **3. Exemptions**

This award shall not apply to:

- (a) Members, novices or aspirants of religious orders in public hospitals, the names of whom are included or hereafter shall be included in the Third Schedule to the *Health Services Act 1997*.
  - (b) Employees of Stewart House Preventorium.
4. Delete clause 4, Conditions of Service, and insert in lieu thereof the following:

### **4. Conditions of Service**

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment Interim (State) Award, shall also apply to relevant employees.

5. Delete clause 5, No Extra Claims, and insert in lieu thereof the following:

### **5. No Extra Claims**

The Union undertakes not to pursue any new salaries or conditions claims arising from negotiations of productivity and efficiency improvements covered by the Memorandum of Understanding between the New South Wales Government and the Union dated 2 March 2000.

6. Delete subclause (ii) of clause 8, Area, Incidence and Duration, and insert in lieu thereof the following new subclauses:
- (ii). The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 8 June 2004.
  - (iii) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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(1283)

**SERIAL C2837**

**HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS  
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1748 of 2004)

Before Mr Deputy President Grayson

8 June 2004

**REVIEWED AWARD**

1. Renumber the existing clause 5A, Anti-Discrimination to read as clause 6, and clause 6, Area, Incidence and Duration to read as clause 7, of the award published 6 November 1998 (307 I.G. 63), as follows:
  6. Anti-Discrimination
  7. Area, Incidence and Duration

2. Delete the definitions, "Association" "Health Service" and "Hospital" of clause 1, Definitions, and insert in lieu thereof the following:

"Union" means the Health Services Union.

"Health Service" means an Area Health Service constituted under section 8 of the *Health Services Act* 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act* 1977.

3. Delete the word "Association" in the definition "Medical Radiation Therapist" Level 3 Grade 1, of clause 1, Definitions, wherever appears therein, and insert in lieu thereof the following:

"Union"

4. Delete clause 3, Conditions of Service, and insert in lieu thereof the following:

### **3. Conditions of Service**

The Health Employees Conditions of Employment (State) Award, as varied from time to time, shall apply to all persons covered by this award.

In addition, the Health Industry Status of Employment Interim (State) Award, shall also apply to relevant employees.

5. Delete clause 4, No Extra Claims, and insert in lieu thereof the following:

### **4. No Extra Claims**

The Union undertakes not to pursue any new salaries or conditions claims arising from negotiations of productivity and efficiency improvements covered by the Memorandum of Understanding between the New South Wales Government and the Union dated 2 March 2000.

6. Delete clause 7, Area, Incidence and Duration and insert in lieu thereof the following:

### **7. Area, Incidence and Duration**

- (i) This award rescinds and replaces the Health Employees' Medical Radiation Scientists (State) Award published 8 May 1998 (304 I.G. 939).

It shall apply in respect to the classifications contained herein employed in public hospitals and Health Services in the State, excluding the County of Yancowinna.

This award shall take effect on and from 19 May 1998 and shall remain in force until 30 June 1999.

- (ii) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 8 June 2004.
- (iii) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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(090)

**SERIAL C2914**

**CATERERS EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1810 of 2004)

Before The Honourable Mr Deputy President Harrison

22 June 2004

**REVIEWED AWARD**

1. Delete clause 18, Parental Leave, of the award published 13 July 2001 (326 I.G. 78), and insert in lieu thereof the following:

**18. Parental Leave**

An employee, is entitled to unpaid maternity leave, paternity leave or adoption leave under the *Industrial Relations Act* 1996.

2. Delete the reference "20.2, 20.4, 20.5 and 20.6" of subclause 21.5 of clause 21, Bereavement Leave, and insert in lieu thereof the following:

"20.1 and 20.2"

3. Delete the words "Item 2 of Table 3 of Part B" of subclause 23.1 of clause 23, Laundry Allowance, and insert in lieu thereof the following:  

"Item 3 of Table 2 of Part B"
4. Delete the word "graduate" in paragraph 29.2.1 of clause 29, Grievance Handling and Dispute Procedure, and insert in lieu thereof the following:  

"graduated"
5. Delete subclause 32.3 of clause 32, Anti-Discrimination, and insert in lieu thereof the following:  

32.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
6. Insert after subclause 33.3 of clause 33, Area, Incidence and Duration, the following new subclause.  

33.4 The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 22 June 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

R. W. HARRISON *D.P.*

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(129)

**SERIAL C2799**

**CLERICAL EMPLOYEES IN METROPOLITAN NEWSPAPERS  
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1719 of 2004)

Before Mr Deputy President Grayson

8 June 2004

**REVIEWED AWARD**

1. Insert in clause 1, Arrangement, of the award published 29 October 1999 (311 I.G. 823), the following new clause number and subject matter:

12A. Reasonable Hours

2. Delete subclause (iii) of clause 3, Definitions, and insert in lieu thereof the following:

(iii) "Union" shall mean New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

3. Insert after clause 12, Shift Work, the following new clause:

**12A. Reasonable Hours**

- (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided in this award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of sub-clause (ii) what is reasonable or otherwise will be determined having regard to:
  - (a) any risk to employee health and safety.
  - (b) The employee's personal circumstances including any family and carer responsibilities.
  - (c) The needs of the workplace or enterprise.
  - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (e) Any other relevant matter.

4. Insert after the words "Except as to the provisions of " in subclause (i) of clause 34, Exemptions, the following:

clause 12A Reasonable Hours

5. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 8 June 2004.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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(412)

**SERIAL C2809**

**JOURNALISTS' SUBURBAN NEWSPAPERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 1731 of 2004)

Before Mr Deputy President Grayson

8 June 2004

**REVIEWED AWARD**

1. Rename in the Arrangement of the award published 28 June 2002 (334 I.G. 711), clause 18B, Personal Carers Leave to read as Clause 18B Personal/Carer's Leave.
2. Delete subclauses (c) and (d) of clause 1, Area, Incidence and Duration, and insert in lieu thereof the following:
  - (c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 8 June 2004.
  - (d) This award remains in force until varied or rescinded, the period for which it was made already having expired.
3. Insert after subclause (i) of clause 13, Overtime, the following new subclause:

- (j)
- (a) Subject to sub-clause (b) an employer may require an employee to work reasonable overtime at overtime rates.
  - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
  - (c) For the purposes of sub-clause (b) what is reasonable or other wise will be determined having regard to:
    - (a) any risk to employee health and safety.
    - (b) The employee's personal circumstances including any family and carer responsibilities.
    - (c) The needs of the workplace or enterprise.
    - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
    - (e) Any other relevant matter.

4. Delete the title of clause 18B, State Personal/Carer's Leave Case - August 1996, and insert in lieu thereof the following:

**18B. Personal/Carer's Leave**

J. P. GRAYSON *D.P.*

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(515)

**SERIAL C2444****PAINT AND VARNISH MAKERS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 3424 of 2003)

Before Commissioner Tabbaa

3 December 2003

**VARIATION**

1. Insert in numerical order in clause 1, Arrangement of Award, of the award published 2 November 2001 (329 I.G. 131) the following new clause number and subject matter and renumber the existing clause 47, Area, Incidence and Duration to read as clause 48:

47. Union Dues

2. Delete clause 4, Wages, and insert in lieu thereof the following:

**4. Wages**

The minimum rates of pay for weekly employees shall be as set out in Table 1 and Table 2 of Part B Monetary Rates.

The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or

- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
3. Delete subclause (xi) of clause 21, Shiftwork, and insert in lieu thereof the following new subclause:
- (xi)
- (a) Subject to subclause (b), an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
  - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
  - (c) For the purposes of subclause (b) what is unreasonable or otherwise will be determined having regard to:
    - (i) any risk to employee health and safety;
    - (ii) the employee's personal circumstances including any family and carer responsibilities;
    - (iii) the needs of the workplace or enterprise;
    - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
    - (v) any other relevant matter.
4. Delete subclause (iii) of clause 22, Overtime (Day Workers) and insert in lieu thereof the following new subclause:
- (iii)
- (a) Subject to subclause (b), an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
  - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
  - (c) For the purposes of subclause (b) what is unreasonable or otherwise will be determined having regard to:
    - (i) any risk to employee health and safety;
    - (ii) the employee's personal circumstances including any family and carer responsibilities;
    - (iii) the needs of the workplace or enterprise;
    - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
    - (v) any other relevant matter.
5. Insert after clause 46, Basis of Award and Leave Reserved to Apply, the following new clause:

#### **47. Union Dues**

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
  - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
  - (b) The Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
  - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
  - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
  - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five percent of the monies deducted; and
  - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where the employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.
- (viii) This clause shall take effect:
  - (i) In the case of employers which currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 3 December 2003;
  - (ii) In the case of employers who do not fall with sub-paragraph (i) above, but who currently make deductions, other than Union membership fee deductions or mandatory deductions (such as taxation instalments or superannuation contributions) from employees' pay, or have in place

facilities to make such deductions, from the beginning of the first pay period to commence on or after 3 March 2004;

- (iii) For all other employers, from the beginning of the first pay period to commence on or after 3 June 2004.

6. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

## PART B

### MONETARY RATES

**Table 1 - Wage Rates**

Classification Grade	Former rate of pay per week \$	SWC - 2003 \$	Total rate per week \$
1	481.20	17.00	498.20
2	493.20	17.00	510.20
3	504.70	17.00	521.70
4	525.60	17.00	542.60
5	553.30	17.00	570.30

**Table 2 - Wage Rates - Laboratory Employees**

Classification Grade	Former rate of pay per week \$	SWC - 2003 \$	Total rate per week \$
1	481.20	17.00	498.20
1A	493.20	17.00	510.20
2A	504.70	17.00	521.70
2B	566.90	17.00	583.90
2C	585.80	17.00	602.80
3	606.60	17.00	623.60
4	627.50	17.00	644.50
5	669.20	17.00	686.20
6	710.90	17.00	727.90
7	731.80	17.00	748.80

**Table 3 - Allowances**

Item No.	Clause No.	Brief Description	Amount (\$)
1	5(i)(a)	Leading Hand: 1-10 employees	26.54
2	5(i)(b)	Leading Hand: 11 or more employees	37.65
3	5(ii)	Storeperson Working Singly	14.20
4	8(ii)	First Aid Allowance	13.59
5	17	Meal Allowance	11.01
6	39(i)	Excess fares - transfer	0.58 per km
7	39(ii)	Excess fares normal work site	0.58 per km

7. The variation with respect to wages and allowances shall take effect from the first full pay period to commence on or after 2 September 2003, and with respect to Shiftwork, Overtime, and Union Dues, take effect from the beginning of the first pay period to commence on or after 3 December 2003.

I. TABBAA, Commissioner.

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(828)

**SERIAL C2175****BREAD INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, industrial organisation of employees.

(No. IRC 3422 of 2003)

Before Commissioner Macdonald

14 and 18 July 2003

**VARIATION**

1. Insert in numerical order in the Arrangement of the award published 20 October 2000 (319 I.G. 505) the following new clause number and subject matter:

**9A. Union Dues**

2. Delete paragraph (b) of subclause (i) of clause 4, Rates of Pay and Allowances, and insert in lieu thereof the following:

(b) The rates of pay in this award include the adjustments payable under the State Wage Case 2003. These adjustments may be offset against:

- (1) any equivalent over-award payments; and/or
- (2) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

3. Insert after subclause (iii) of clause 8, Overtime, the following new subclause:

(iv)

- (a) Subject to paragraph (b) of this subclause, an employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

- (c) For the purposes of the said paragraph (b), what is unreasonable or otherwise will be determined having regard to:
- (1) any risk to employee health and safety;
  - (2) the employee's personal circumstances, including any family and carer responsibilities;
  - (3) the needs of the workplace or enterprise;
  - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (5) any other relevant matter.

4. Insert after clause 9, Payment of Wages, the following new clause:

**9A. Union Dues**

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
  - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
  - (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
  - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
  - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where the employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly, as

the case may be. The Union shall give the employer a minimum of two months' notice of any such change.

- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.
- (vii) The above variations shall take effect:
  - (i) In the case of employers who currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 9 August 2003.
  - (ii) In the case of employers who do not fall within subparagraph (i) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 9 November 2003.
  - (iii) For all other employers, from the beginning of the first pay period to commence on or after 9 February 2004.

5. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

## PART B

### MONETARY RATES

**Table 1 - Wages**

Classification	Former Rate per Week \$	SWC 2003 \$	Total Rate per Week \$
Bread Industry Employee Level 1	605.70	17.00	622.70
Bread Industry Employee Level 2	564.20	17.00	581.20
Bread Industry Employee Level 3	542.50	17.00	559.50
Bread Industry Employee Level 4	508.10	17.00	525.10
Bread Industry Employee Level 5	486.50	17.00	503.50
Bread Industry Employee Level 6	463.60	17.00	480.60

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount Payable \$
1	2(v)(b) 4(vi)(g)(i)	Apprentices' Allowance: Stage 1 pass	5.20 per week
2	2(v)(c) 4(vi)(g)(ii)	Apprentices' Allowance: Completion of course	14.70 per week
3	4(vi)(a)(1)	Leading Operator: More than 4 employees	26.80 per week
4	4(vi)(a)(2)	Leading Operator: Up to four employees	13.50 per week
5	4(vi)(b)	Heavy Vehicle Driving Allowance:	
5.1	4(vi)(b)(1)	Over 3 and up to 4.5 tonnes	3.40 per week
5.2	4(vi)(b)(2)	Over 4.5 tonnes and up to 14.95 tonnes	26.70 per week

5.3	4(vi)(b)(3)	Over 14.95 tonnes	35.30 per week
5.4	4(vi)(b)(4)	Semi-trailer	63.50 per week
6	4(vi)(c)	Merchandiser Allowance:	
6.1		Flat amount	14.00 per day
6.2		Variable amount	28 cents per km
7	4(vi)(d)	First-aid Allowance	12.00 per week
8	4(vi)(e)	Boiler Allowance	11.60 per week
9	4(vi)(f)	Meal Allowance	10.00 per meal

6. This variation shall take effect on and from the first full pay period to commence on or after 9 August 2003.

A. W. MACDONALD, Commissioner.

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(666)

**SERIAL C2904****MUSICIANS' (MULTI MEDIA) (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Musicians' Union of Australia, New South Wales District, industrial organisation of employees.

(No. IRC 3825 of 2004)

Before Commissioner McKenna

14 July 2004

**VARIATION**

1. Delete subclause (iii) of clause 3, Feature Film and Documentary, of the award published 7 December 2001 (330 I.G. 135), and insert in lieu thereof the following:

- (iii) For a minimum call of three hours duration an amount of \$142.16 as set out in Part B of this award shall be paid.

2. Delete paragraphs (a) and (b) of subclause (iii) of clause 4, Television, and insert in lieu thereof the following:

- (a) The rate of pay for a casual employee shall be the appropriate undermentioned rate for each hour during which the employee attends read and able to work:

Principal Player

- (i)

- (1) Performance \$38.94 per hour

- (2) Rehearsal \$28.69 per hour

Other than Principal Player

- (ii)

- (1) Performance \$32.35 per hour

- (2) Rehearsal \$24.75 per hour

- (b) The minimum payment for any engagement on any one day shall be:

Principal Player

- (i)

(1) Performance \$116.82 per day

(2) Rehearsal \$86.07 per day

Other than Principal Player

(ii)

(1) Performance \$97.05 per day

(2) Rehearsal \$74.25 per day

3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### **PART B**

#### **MONETARY RATES**

(i) (Audio Recording)

Minimum call of three hours duration \$106.56

(ii) (Feature Film & Documentary)

Minimum call of three hours duration \$142.16

(iii)

(a) The rates of pay in award include the adjustments payable under the State Wage Cases of May 2003 and May 2004. These adjustments may be offset against:

(b) Any equivalent over-award payments; and/or

(c) Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

N.B. Rates of pay for Television are contained in clause 4 of this award.

4. This variation shall take effect from the beginning of the first pay period to commence on or after 18 December 2004.

D. S. McKENNA, Commissioner.

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SERIAL C3150

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

**EA04/257 - Specialized Traffic Control Pty Ltd and The Australian Workers' Union Enterprise Agreement 2004-2006**

**Made Between:** Specialized Traffic Control Pty Ltd -&- The Australian Workers' Union, New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 27 July 2004.

**Description of Employees:** The agreement applies to all employees employed by Specialized Traffic Control Pty Ltd, located at 7, Kemmel Close, Bossley Park NSW 2176, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

**Nominal Term:** 26 months.

**EA04/258 - Manassen Foods Australia - National Union of Workers New South Wales Branch - Enterprise Agreement 2004**

**Made Between:** Manassen Foods Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 27 July 2004.and commenced 1 April 2004.

**Description of Employees:** The agreement applies to all employees employed by Manassen Foods Australia Pty Ltd, 490 Victoria Street, Wetherill Park NSW 2164, who fall within the coverage of the Storemen and Packers, General (State) Award.

**Nominal Term:** 24 months.

**EA04/259 - St. George Backstop Family Support Service Inc. Enterprise Agreement 2004**

**Made Between:** St George Backstop Family Support Services Inc. -&- the Australian Services Union of N.S.W.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 20 August 2004.

**Description of Employees:** The agreement applies to all employees employed by St. George Family Support Service Inc. 42 Jubilee Avenue, Carlton, NSW 2218, who fall within the coverage of the Social and Community Services Employees (State) Award.

**Nominal Term:** 36 months.

**EA04/260 - Toll Parceline Chester Hill - (Transport) Workers) Enterprise Agreement 2003**

**Made Between:** Toll Parceline -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 27 July 2004 and commenced 1 January 2003.

**Description of Employees:** The agreement applies to employees who cover matters in or in connection with providing transport and/or distribution services which is consistent with the industries and callings who fall within the coverage of the Transport Industry (State) Award.

**Nominal Term:** 12 months.

**EA04/261 - Castlereagh Imaging Enterprise Agreement 2004**

**Made Between:** Paedu Pty Ltd t/as Paedu Unit Trust -&- the Health Services Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 17 August 2004 and commenced 1 January 2004.

**Description of Employees:** The agreement applies to all employees employed by Paedu Pty Ltd trading as Paedu Unit Trust ("Paedu"), 24 Mons Road, Westmead NSW 2145, who fall within the coverage of the Castlereagh Imaging Enterprise (State) Award 2003.

**Nominal Term:** 24 months.

**EA04/262 - Chubb Security Services Limited Armoured Vehicle and Other Operations (Lane Cove, Newcastle, Wollongong Branch) Enterprise Agreement 2004-2006**

**Made Between:** Chubb Security Services Limited -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces EA02/144

**Approval and Commencement Date:** Approved 14 July 2004 and commenced 1 April 2004.

**Description of Employees:** The agreement applies to all employees employed by Chubb Services Limited, at 702, Mowbray Road, Lane Cove, 17, Ayrshire Crescent, Sandgate, and 110, Gipps Street, Wollongong, who fall within the coverage of the Transport Industry - Cash-in-Transit (State) Award and the Cash Transportation (Non-Armoured Vehicles) Interim Award No. 2.

**Nominal Term:** 28 months.

**EA04/263 - HVS Services Pty. Ltd and the Australian Workers Union Enterprise Agreement 2004-2006**

**Made Between:** HVS Services Pty Ltd -&- The Australian Workers' Union, New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 27 July 2004 and commenced 23 June 2004.

**Description of Employees:** The agreement applies to all employees employed by HVS Services Pty Ltd 11, Arkley Street, Bankstown NSW 2200, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

**Nominal Term:** 27 months.

**EA04/264 - Merck Sharp & Dohme (Australia) Pty Limited Packaging Operators Agreement 2004**

**Made Between:** Merck Sharp & Dohme (Australia) Pty Limited -&-the Shop, Distributive and Allied Employees' Association, New South Wales, The Australian Workers' Union, New South Wales.

**New/Variation:** Replaces EA02/87.

**Approval and Commencement Date:** Approved and commenced 27 July 2004.

**Description of Employees:** The agreement applies to employees employed as Packaging Operators by Merck Sharp & Dohme (Australia) Pty Limited, 54-68 Ferndell Street, South Granville, NSW 2142, who fall within the coverage of the Drug Factories (State) Award.

**Nominal Term:** 23 months.

**EA04/265 - NRMA Limited Patrol Officers' Enterprise Agreement 2004**

**Made Between:** NRMA Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

**New/Variation:** Replaces EA99/125

**Approval and Commencement Date:** Approved 5 July 2004 and commenced 28 June 2004.

**Description of Employees:** The agreement applies to all Road Service and Patrol Officers who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

**Nominal Term:** 36 months.

**EA04/266 - Masterfoods Australia New Zealand Bathurst Operations Agreement 2004**

**Made Between:** Masterfoods Australia New Zealand -&- the National Union of Workers, New South Wales Branch.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 29 July 2004.

**Description of Employees:** The agreement applies to all Production and Clerical employees employed by Masterfoods Australia New Zealand at its Bathurst premises who fall within the coverage of the Pet Food Manufactures (State) Award and the Clerical and Administrative Employees (State) Award.

**Nominal Term:** 17 months.