

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/214

**TITLE: Waterways Authority of NSW (trading as NSW Maritime)
Enterprise Agreement 2004-2007**

I.R.C. NO: IRC6/1898

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EMPLOYEES: The agreement applies to employees of Waterways Authority of NSW (trading as NSW Maritime) who are engaged under the Ports Corporatisation and Waterways Management Act, 1995, with the exception of the Chief Executive Officer and the members of the Senior Executive Service.

PARTIES: The Waterways Authority -&- the Australian Maritime Officers' Union of New South Wales, Australian Services Union of N.S.W., The Seamens' Union of Australia, New South Wales Branch

**WATERWAYS AUTHORITY OF NSW
(trading as NSW MARITIME)
ENTERPRISE AGREEMENT
2004-2007**

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3 APPLICATION AND OPERATION OF AGREEMENT

3.13 AGREEMENT TITLE

This Agreement shall be known as the Waterways Authority of NSW (trading as NSW Maritime) Enterprise Agreement 2004-2007. The terms of this Agreement shall apply to all staff engaged under the Ports Corporatisation and Waterways Management Act, 1995, with the exception of the Chief Executive Officer, the members of the Senior Executive Service

1.2 PARTIES BOUND

The parties bound by this Agreement are the Waterways Authority (trading as NSW Maritime) and the following unions:

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

1.3 DURATION OF AGREEMENT & NO EXTRA CLAIMS

1.3.1 This Agreement shall take effect on and from the date of approval and shall remain in force for a period expiring on 30 June 2007. The parties will commence negotiations on a new Agreement no later than six months prior to the termination date of this Agreement.

1.3.2 No Extra Claims

Parties to this Agreement 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 Agreement.

3.14 OBJECTIVES OF THIS AGREEMENT

The parties recognise that the success of NSW Maritime depends on a commitment by all staff to the achievement of NSW Maritime's Corporate Plan. In this regard, this Agreement establishes, among other things, processes to facilitate the achievement of the objectives of the Corporate Plan.

It is the intention of the parties to this Agreement to continue to implement workplace reform measures, which provide greater flexibility in the way that work is organised and performed. The parties also aim 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 NSW Maritime is a best practice performer and reaffirm their commitment to the use of new technology and new work practices.

The Parties are committed to a process of continuous improvement and the delivery of high standards of quality service to the Authority's customers 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 NSW Maritime Corporate Plan and in the respective business unit plans.

NSW Maritime re-affirms its commitment to:

- Continual improvement and quality practices.
- A participative style of management and the encouragement of staff involvement in the running of their part of the business and on product teams and other ad hoc committees. Also by the development of work teams or natural work groups that contribute to the overall process of continuous improvement. This could involve the development and trial of new methods, processes and procedures.
- Jobs designed in a holistic manner to provide more satisfaction for the staff and a capacity to provide better client service.
- Improved communication, recognition and feedback at all levels within the organisation.
- Continue development 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.

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

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 Agreement.

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

3.15 OPERATION OF THIS AGREEMENT

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

3.16 DEFINITIONS

- (a) "**Authority**" shall mean the Waterways Authority (trading as NSW Maritime).
- (b)
- (c) "**BSO**" shall mean a Senior Boating Service Officer (SBSO), Boating Service Officer (BSO) or Riverkeeper.
- (d) "**Business Unit**" shall mean a Region or Branch of NSW Maritime
- (e) "**Employer**" shall mean the Waterways Authority (trading as NSW Maritime).
- (f) "**ESO**" shall mean Environmental Services Officer
- (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 Agreement.
- (h) "**NSW Maritime**" shall mean the Waterways Authority (trading as NSW Maritime)
- (i) "**Parties**" shall mean Waterways Authority (trading as NSW Maritime) and the following unions, The Australian Maritime Officers Union of New South Wales ,The Seamen's Union of Australia, New South Wales Branch and the Australian Services Union of New South Wales
- (j) "**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 MSB Enterprise Agreement interpolated/alterred rate which resulted from redeployment or transfer at the time of transition.
- (k) "**PC and WM Act**" shall mean the Ports Corporation and Waterways Management Act, 1995.
- (l) "**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, requires qualifications of the employee as (or at least equal to those of) a graduate member of the Institution of Engineers, Australia.
- (m) "**RM**" shall mean a Regional Manager in Recreational Boating Division
- (n) "**Staff**" shall mean any persons engaged by the NSW Maritime on a full-time, part-time, casual or temporary basis, under the Ports Corporatisation and Waterways Management Act, 1995 . It does not include any person who resigned or whose services were terminated prior to the date of operation of this Agreement.
- (o) "**TL ES**" shall mean **Team Leader Environmental Services.**

- (p) **“12 hour day, rostered 3 days on 3 days off”** shall mean the working arrangements for Team Leaders Environmental Services (TL ES) and Environmental Services Officers ESOs
- (q) **"Weekly Rate"** shall be calculated by dividing the annualised salary by 52.17857.

3.17 CONSULTATIVE ARRANGEMENTS

NSW Maritime recognises that one of the important elements for ensuring successful workplace reform is the involvement and cooperation of staff and unions and workplace representatives.

- 3.17.6 For this purpose the Maritime Consultation Committee (MCC) will be established consisting of three representatives from NSW Maritime and three full-time union officials from the unions party to this Agreement and union workplace representatives.
- 3.17.7 The Committee shall monitor and facilitate the implementation of this Agreement particularly the issues in Part 4 (Organisational Measures) and clause 1.9 (Personnel Policies).
- 3.17.8 The Committee shall meet at least every 6 months and at other times as required.

3.18 ANTI DISCRIMINATION

- 3.18.6 It is the intention of the parties bound by this Agreement 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.
- 3.18.7 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.
- 3.18.8 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.
- 3.18.9 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.
- 3.18.9 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.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

- (b) 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”.

3.19 PERSONNEL POLICIES

The MSB Personnel Policy Manual will continue to have effect until such time as NSW Maritime amends, replaces or rescinds policy.

Any proposed changes to policy will be referred to the Maritime Consultative Committee prior to any change taking effect.

3.20 ANNUALISED SALARIES, ALLOWANCES & FLEXIBILITY

3.20.6 Annualised Salaries

- (i) Notwithstanding anything to the contrary in this Agreement the parties may, in the process of developing this Agreement or during the term of this Agreement, review and annualise overtime and additional hours payments for individual staff or work groups on a cost neutral basis.
- (ii) 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.
- (iii) The approval of the Chief Executive is required for annualised salaries including the rate of aggregation.

3.20.7 Additional Flexible Working Practices

NSW Maritime has formalised its approach to Flexible Work Practices in a set of guidelines (Appendix A). During the term of the Agreement the parties agree to consider and where appropriate trial and/or implement additional flexible work practices which are mutually beneficial.

4 CONTRACT OF EMPLOYMENT AND RELATED MATTERS

4.13 DEFINITIONS OF EMPLOYMENT CATEGORIES

- (i) "**Full-Time Staff**" shall mean any staff engaged on a regular basis for the full contract hours specified in this Agreement.
- (ii) "**Part-Time Staff**" shall mean any staff engaged for set regular hours that are less than the full contract hours specified in this Agreement.
- (iii) "**Casual Staff**" shall mean any staff engaged on an irregular day-to-day basis or hourly hire.
- (iv) "**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.

- (v) **"Day Worker"** shall mean any staff member who is not engaged in shift work, however this clause shall be read in conjunction with clause 3.15. (Allowances) and 5.2. (Annual Leave).
- (vi) **" 12 hour day worker"** shall mean any worker engaged to work a rostered 12 hour day, on the basis of three days work and three days off, including weekends and Public Holidays.

4.14 EMPLOYMENT SECURITY

4.14.6 Business Context

NSW Maritime 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 NSW Maritime 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.

NSW Maritime is committed to maintaining the high standard of service delivery, which has been a characteristic of its operations over many years. This standard 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.

In order for NSW Maritime to meet its obligations to ensure safe navigation and protect public safety and the environment, as required by relevant legislation, within the requirement to be self funding and fiscally responsible, the organisation must be flexible enough to respond to the changes to both the external environment and 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 urgent needs or demands where and when they occur. It also requires an organisation structure more able to respond to and service NSW Maritime's clients across the State.

The process of continuous improvement will 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 continuous improvement.

4.14.7 Staffing Levels

Staffing levels are determined by the pressures of providing a quality service within the funding limits of NSW Maritime. Current staffing levels are able to provide a quality service consistent with Government policy and the NSW Maritime'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.

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

Subject to the provisions of current Government Policy, any staff member whose job changes or is deleted during the term of this Agreement may be transferred or redeployed into another position in accordance with applicable Government policy and guidelines in this Agreement or may be offered the Government's Standard Voluntary Redundancy Package current at the time. This undertaking will not have any effect on the process of managing performance or disciplinary matters which are pursued separately.

4.14.8 Government Job Assist Scheme

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.

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.

In the event that NSW Maritime 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.

4.14.9 Organisational Change Restructuring Process

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

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) the incumbent will follow the job. Where the new remuneration level crosses a merit break (as defined in Clause 3.18) the position will be subject to merit selection.

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 (Premier's Memo 96-5), 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. This may involve placement in a position of different classification or grade with a slight differential in salary (as a guide 5%).

In the latter 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 Agreement reserve the right to approach the State Government/Premier's Department to re-negotiate the period of salary maintenance;

- (iii) 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

- (iv) where there is no displaced employee available for transfer or redeployment by advertising the position and filling the vacancy on merit.

4.15 CONDITIONS APPLICABLE TO ALL STAFF

- 4.15.6 Unless otherwise specified in this Agreement, 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.
- 4.15.7 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.
- 4.15.8 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. 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.
- 4.15.9 All new NSW Maritime employees will be subject to a minimum three month probationary period. Some categories of employment may have a probationary period of six months based on job complexity and training requirements.

Newly appointed employees as Customer Service Officers and Boating Service Officers have a probationary period of six months linked to their competency training program and salary progression system. Former NSW Maritime trainees who are successfully appointed to a Customer Service Officer position may have a reduced probationary period in recognition of prior service.

Current employees who change to a role involving a different skill set to that for which they were employed e.g. CSO to BSO, will have a "fit for position" period agreed between NSW Maritime and the employee and be able to return to their immediately preceding substantive position if either the individual or NSW Maritime finds they are not compatible with the new role.

- 4.15.10 The parties to this Agreement agree that work will continue to be performed as specified. NSW Maritime will consider any unreasonable failure to meet this work requirement to be a refusal to perform duties and the NSW Maritime Performance Counselling Policy and/or the NSW Maritime Discipline Policy will be followed in such instances.
- 4.15.11 All staff are bound by the “NSW Maritime Code of Conduct and Ethics”.
- 4.15.12 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 employment of 56 hours per fortnight (based on set and regular hours). 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.
- 4.15.13 All staff of NSW Maritime 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 in accordance with the Privacy and Personal Information Protection Act 1988.
- 4.15.14 Staff undertaking another job or volunteer work must comply with clause 3.6, ‘Secondary Employment and Volunteer Work’ in the Code of Conduct and Ethics.

4.16 TERMINATION OF EMPLOYMENT

- 4.16.6 With the exception of casual staff and temporary staff, 2 weeks notice of termination of employment by a staff member or the employer shall be given and paid. If the notice is worked out, payment as normal will apply and there will be no additional payment in lieu of notice.
- 4.16.7 Notwithstanding anything contained in this clause, NSW Maritime 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.
- 4.16.8 If any staff member has given notice, or NSW Maritime 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 his/her employment. In such cases NSW Maritime will have the right to terminate the contract of employment from the last day worked.
- 4.16.9 On termination, staff are required to return all property belonging to NSW Maritime. 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 NSW Maritime. Staff may be required to compensate NSW Maritime for property which is not returned.

4.17 CONDITIONS APPLICABLE TO MANAGERS AT SALARY LEVEL MA17/MO17 AND ABOVE AND REGIONAL MANAGERS (RM's)

Job titles covered by clause 2.5 are contained in Appendix B to this Agreement

2.5.1 Payment of Annualised Salaries – Managers at Salary Level MA17/MO17 and above and Regional Managers

- (i) The salary for Managers and RMs covers all incidents of employment and shall be annualised pursuant to clause 3.3 and shall count for superannuation purposes. No additional payments will be made nor is Time in Lieu (TIL) to be taken or paid.
- (ii) The annualised salary in relation to Managers and RMs is payable provided they have worked at least 161 hours per four week cycle averaged over a 12 month period, in

accordance with the “ordinary hours of work” provision contained in Clause 2.5.2 other than for agreed periods of recreational, parental, maternity, adoption or long service leave. The annualised salary shall cease to be paid if for any reason the Manager/RM reverts to working the “Ordinary Hours” applicable to 35 Hour per week staff and, instead of the A or AA annualised salary, the manager will be paid at the applicable job evaluation rate contained in clause 3.4 (Maritime Officers) or 3.11 (Ministry Officers).

2.5.2 Ordinary Hours of Work – Managers at Salary Level MO17/MIN017 and above and Regional Managers

- (i) The ordinary hours of work will be an average of 40.25 hours per week over a four week cycle on any day Monday to Sunday (inclusive) to be determined by each business unit, provided the total number of hours worked are at least 161 hours at the end of the cycle, when averaged over a 12 month period.
- (ii) Ordinary hours will exclude the meal breaks, which will be a minimum of 30 minutes, and taken subject to operational requirements. Time taken for meal breaks will not count as hours worked.
- (iii) Notwithstanding any other provisions of this Clause a Manager/Regional Manager 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.

4.18 CONDITIONS APPLICABLE TO SENIOR BOATING SERVICE OFFICERS (SBSO's), BOATING SERVICE OFFICERS (BSO's) AND RIVERKEEPERS

4.18.6 Any reference to Boating Service Officers (BSO's) should also be read as referring to Senior Boating Service Officers (SBSO's) and Riverkeepers.

4.18.7 The provisions of this clause wholly replace the provisions of the MSB Marine and Port Services Award and the Memorandum of Understanding (Operations Agreement).

4.18.8 Provision of Services

NSW Maritime is committed to provide efficient and effective services to the users of the State's waterways. This will require the capability and willingness of BSOs 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 during December and January. The ability to take leave is available for the rest of the year subject to the needs of each regional business unit.

- (i) The parties agree to maintain, where necessary, an on call capability to deal with emergencies or other urgent needs or demands which arise from time to time and the deployment of staff within regions to augment the resources available for the conduct of special operations.

4.18.9 Leave Applications

NSW Maritime is committed to a consistent approach by managers in dealing with applications by Boating Service Officers for leave. Where a BSO feels there is an inconsistency in the application of leave, the BSO may elect to refer the matter through their Regional Manager and seek that the General Manager Recreational Boating resolve the leave application.

4.18.10 Payment of Annualised Salaries – Boating Service Officers (including SBSOs and Riverkeepers)

- (i) The salary for Boating Service Officers shall be annualised pursuant to clause 3.3 and 3.7 and shall count for superannuation purposes.
- (ii) The annualised salary is only payable when an officer is routinely working weekends and public holidays in accordance with the “ordinary hours of work” provision contained in Clause 2.6.8, other than for agreed periods when weekend work is not required and periods of recreational, parental, maternity, adoption or long service leave. The annualised salary shall cease to be paid if for any reason the officer reverts to working Monday to Friday and, instead of the A annualised salary, the officer will be paid at the applicable Maritime Officer job evaluation rate contained in clause 3.4.

4.18.11 Fitness for Duty

- (i) It shall be a condition of employment that Boating Service Officers maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of BSOs and as such recognises that there is a range of environmental and operational conditions that could impact on the health of an officer.
- (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 NSW Maritime’s Occupational Health Physician, or by other similarly qualified practitioners nominated by NSW Maritime.
- (iii) The ongoing standard of fitness required of BSOs will be determined as required by the NSW Maritime Occupational Health Physician having regard to the nature of the job and the circumstances under which it is performed.
- (iv) NSW Maritime shall provide a list of suitable female doctors for medicals.
- (v) 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 Rehabilitation and Selected Duties Policy.
- (vi) 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.
- (vii) BSO's returning to work after long term absences from active work will be required to undergo a periodic assessment before the commencement of duties. Officers returning to active duties after a prolonged illness or injury will be required to submit a private medical clearance before the resumption of duties, as well as undergoing their periodic medical when it falls due
- (viii) Within three (3) months of certification of this Agreement, the SUA and NSW Maritime shall discuss and reach agreement on a revised standard and format for periodic medicals.

4.18.12 Transfers

The procedures for BSO Transfers are set out in the NSW Maritime “*BSO Transfer Procedures*” document.

4.18.13 Ordinary Hours of Work - Boating Service Officers (including SBSOs and Riverkeepers)

The BSO’s role is principally day work. Nothing in this Agreement 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 there are no fixed hours and the expectation is that each BSO will arrange his/her hours to cover the work required. This may involve working more or less than 7.6 hours per day, working additional hours and/or taking time in lieu (TIL).

- (i) The ordinary hours of work will be the hours of work required to be worked by the Regional Manager on any day Monday to Sunday (including Public Holidays) in accordance with the operational needs of the business unit.
- (ii) The ordinary hours of work required to be worked pursuant to sub-clause (i) shall be an average of 38 hours per week:
 - 152 hours for staff on a four week cycle
 - 304 hours for staff on an eight week cycle
 - 456 hours for staff on a twelve week cycle.
- (iii) Subject to subclause (i), it is recognised that although the usual span of ordinary hours of work required to be worked pursuant to sub-clause (i) will be between 6am and 6pm on any day Monday to Sunday (including Public Holidays), the Regional Manager may require hours to be worked outside the usual span of ordinary hours in accordance with the operational needs of the business unit.
- (iv) A meal break will be taken not more than five hours after commencing and shall be a minimum of 30 minutes and will not count as hours worked.
- (v) The ordinary hours of work required to be worked pursuant to sub-clause (i) shall include two consecutive days off after working 5 days in lieu of Saturday and Sunday, except in the case of a call out for a designated emergency or as otherwise required by the Regional Manager. If a rostered day off (RDO) falls on a public holiday then an alternative RDO shall be taken.
- (vi) Rosters shall include 15 weekends or the equivalent 30 week-end days between the start of February and end of November each year where BSO’s are not rostered for duty, subject to normal business and rostering needs.

4.18.14 Additional Hours - Boating Service Officers (including SBSOs and Riverkeepers)

- (i) Any hours worked in excess of the ordinary hours required to be worked pursuant to clause 2.6.8 above are “Additional hours” and must have the approval of the supervisor/Regional Manager.
- (ii) A reasonable number of additional hours shall be worked to accommodate the functions of NSW Maritime. These functions include, but are not limited to, night patrols, licence seminars and the attendance at user group meetings.

- (iii) 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 it becomes apparent that a BSO will be unable to take Time in Lieu within a reasonable time period, then the Regional Manager may authorise for the additional hours to be paid out at ordinary time.
- (iv) Where additional hours are directed 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 in Part 8 of this Agreement.
- (v) 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 total number of ordinary hours to be worked within the 12 month period.

4.18.15 Annualised Salary and Conditions Package – Boating Service Officers (including SBSOs and Riverkeepers)

The BSO annualised salary and leave package represents a benchmark for any future wage and conditions negotiations, should they be required.

The parties agree that the annualised salary and leave package in this Enterprise Agreement reflect adequate remuneration for the work and conditions of employment for BSOs as at the date of the signing of this Agreement.

4.18.16 Other Conditions - Boating Service Officers (including SBSOs and Riverkeepers)

- (i) NSW Maritime will set up a joint working party with BSO representatives, as a sub group of the Field Operations OH&S Committee to review workplace facilities throughout the State. The sub group will be charged with the responsibility of developing an acceptable minimum level of workplace standards and ensuring that those standards are maintained to an acceptable level.
- (ii) NSW Maritime in consultation with the SUA and relevant workplace representatives, shall pursue a strategy of recruiting more BSOs during the life of the NSW Maritime 2004-2007 Enterprise Agreement.
- (iii) The Senior BSO job specification will be reviewed and re-valued; in consultation with the employee representative.

4.19 CONDITIONS APPLICABLE TO TEAM LEADERS ENVIRONMENTAL SERVICES (TL ES) AND ENVIRONMENTAL SERVICE OFFICERS (ESO's)

This clause operates in conjunction with the Memorandum of Understanding as agreed between the parties which is contained at Appendix C to this Agreement.

4.19.6 Payment of Annualised Salaries - Team Leaders Environmental Services (TL ES) and Environmental Service Officers (ESO's)

- (i) The salary for TL ES & ESOs shall be annualised pursuant to clause 3.3 and shall count for superannuation purposes.
- (ii) The annualised salary in relation to TL ES & ESOs is payable provided they work a rostered 12 hour day, three days on and three days off including weekends and public

holidays in accordance with the “ordinary hours of work” provisions contained in Clause 2.7.2 other than for periods of approved leave. The annualised salary shall cease to be paid if for any reason the officer reverts to working a 38 hour week instead of the 12 hour day 3 days on 3 days off work roster including public holidays and special events. Instead of the AA annualised salary, the officer will be paid at the applicable Maritime Officer job evaluation rate contained in clause 3.4.

4.19.7 Ordinary Hours of Work Team Leaders Environmental Services & Environmental Service Officers

- (i) The ordinary hours of work shall include working a compulsory 12 hour day, 3 days on 3 days off roster system on any day Monday to Sunday, including Public Holidays and the 3 special aquatic events on Boxing Day, New Year’s Eve and Australia Day.
- (ii) Ordinary hours of work on any day, Monday to Sunday, are 6:00am to 6:00pm.

4.19.8 Overtime for Team Leaders Environmental Services and Environmental Services Officers

- (i) Overtime shall be payable for hours worked in excess of 12 hours on Boxing Day, New Years Eve and Australia Day.
- (ii) Overtime worked in excess of 12 hours on Monday to Saturday will be paid at the rate of double time.
- (iii) Overtime worked in excess of 12 hours on a Sunday will be paid at the rate of double time and one half.
- (iv) Overtime worked in excess of 12 hours on a public holiday will be paid at the rate of double time and one half in addition to normal remuneration for that day.
- (v) When called out or back to work for an emergency, such as an oil spill, a minimum of four hours shall be paid at the appropriate overtime rate as set out in paragraphs (i) to (iv) of this clause, with the hourly rate based on the grade for the position not the annualised salary i.e. MA7 not MA7AA and MA10 not MA10AA.
- (vi) Staff required to work overtime beyond the ordinary spread of hours Monday to Sunday 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.

HOURS OF WORK

Unless otherwise specified in this Agreement,

2.8.1 Definitions

- (i) **35 Hour per week employee** means all NSW Maritime employees that are full-time staff other than Senior Boating Service Officers, Boating Service Officers, Riverkeepers Team Leaders Environmental Services, Environmental Service Officers, Managers at Salary Level MO17/ MinO17 or above, Regional Managers, Marine Investigators or 38 Hour per week employees.

- (ii) **38 Hour per week employee** means a NSW Maritime employee who is deemed to be a “38 hour per week employee” by their letter of appointment.
- (iii) An employee who works a 12 hour day, rostered on three days and three days off, is deemed to work an average 1792 hours a year.

2.8.2 Hours of Work

- (i) Hours of work within this Agreement will be arranged to take into consideration the specific business needs of NSW Maritime and, where possible, the work preferences of staff.
- (ii) The hours of work arrangements specified in this Agreement are available on the condition that an adequate service is maintained at all times. Services and functions provided by NSW Maritime will not be withdrawn to accommodate the absence of staff under the hours of work arrangements.
- (iii) Starting and finishing times within the spread of hours should be mutually agreed between management and staff, however if agreement cannot 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.
- (iv) The working of additional hours within the spread of hours will be by reasonable notice from management.

2.8.3 Ordinary Hours – 35 hour per week Employees

- (i) Ordinary hours of work will be an average 35 hours per week over a cycle of four weeks on any day Monday to Friday (excluding Saturday and Sunday) to be determined by each business unit, provided the total number of hours worked are:

140 hours for staff on a four week cycle
280 hours for staff on an eight week cycle
420 hours for staff on a twelve week cycle.
- (ii) Ordinary hours worked Monday to Friday are hours worked between 7:00am and 7:00pm
- (iii) Ordinary hours will exclude the meal breaks, which will be a minimum of 30 minutes and 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 any time agree to other arrangements provided they meet the needs of the business unit and the contract hours are worked within the cycle.

2.8.4 Ordinary Hours – 38 hour per week Employees

- (i) Ordinary hours of work will be an average of 38 hours per week over a cycle of four weeks on any day Monday to Friday (excluding Saturday and Sunday) to be determined by each business unit, provided the total number of hours worked are:

152 hours for staff on a four week cycle
304 hours for staff on an eight week cycle
456 hours for staff on a twelve week cycle.

- (ii) Ordinary hours worked on any day Monday to Friday are hours 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 any time agree to other arrangements provided they meet the need of the business unit and the contract hours are worked within the cycle.

2.8.5 Ordinary Hours of Work: Harbour Master/Marine Pilots, Yamba and Eden

- (i) The ordinary hours of work for the Harbour Master/Marine Pilots at Eden and Yamba will be an average of 38 hours per week over a four-week cycle and arranged to meet operational and business requirements.
- (ii) The Harbour Master/Marine Pilots at Eden and Yamba are required to work additional hours. An exhaustion break will apply after 18 continuous hours including meal breaks.
- (iii) Where additional hours are required and are considered by the employee concerned to be excessive, the work will be performed and such grievance be pursued in accordance with Part 8 Grievance Handling and Dispute Resolution Procedures.
- (iv) Any changes in starting and finishing times will be undertaken in consultation with the employees concerned.
- (v) The provisions of clause 3.25, Overtime, will not apply to the Harbour Master/Marine Pilots at Eden and Yamba.

2.8.6 Additional Hours

- (i) The provisions of this Clause do not apply to the positions of Senior Boating Service Officers, Boating Service Officers, Riverkeepers, Marine Investigators, Team Leaders in Environmental Services, Environmental Service Officers, Managers at Salary Level MA17/ MO17 and above and Regional Managers. The Provisions for additional hours for Senior Maritime Officers are contained in (vi) below.
- (ii) Hours worked in addition to the total number of ordinary hours required to be worked pursuant to the relevant clause are “additional hours” and shall only be worked/accrued with the agreement of the supervisor/manager.
- (iii) Additional hours up to a maximum of 21 hours per four week cycle, are be taken off at a mutually convenient time, as time off in lieu on the basis of one hour per additional hour worked. 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.
- (iv) Additional hours worked 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
- (v) 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, aggregation of salaries and any other measures that may be agreed upon in order to resolve the issue.

(vi) Provisions for Additional Hours for Senior Maritime Officers include:

- the working and/or accruing of additional hours shall only be with the agreement of the manager;
- 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, and
- additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement.

2.8.7 Call Back and 10 Hour Break Between Rosters

- (i) Staff recalled to work will be entitled to 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.
- (ii) Where an employee works additional hours, the employee shall not be required to return to work for duty for at least ten consecutive hours between the termination of work on one day and the commencement of work on the next day the employee, 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.

2.9 RELIEVING

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).

Nothing within this clause is intended to replace staff working at a lower level with those at a higher level.

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.

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, that is 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.

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.

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.

2.10 TRAINING & DEVELOPMENT

As a learning organisation, NSW Maritime is committed to growth in individual and corporate skills. NSW Maritime 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.

NSW Maritime's 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.

2.11 SELECTION COMMITTEES

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 NSW Maritime to act as an independent member of the committee who preferably should not be a current employee, but as a minimum should be from another Division to that of the vacant position;
- all of whom are trained and skilled in interview and selection techniques and have undertaken approved training or refresher training in the previous four years.

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.

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 and/or
 - 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.

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

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

5 SALARIES AND RELATED MATTERS

5.13 OPERATION OF THE STRUCTURE

The rates of pay contained in this clause are to take effect on and from the date of registration. Employees covered by this Agreement at the date of registration will be paid the rate of pay in accordance with this clause on and from 1 July 2004 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 Agreement are to be paid in the first full pay period following registration of the Agreement.

5.14 REMUNERATION MODEL

This clause must be read in conjunction with Clause 4.1.

Salary increases for the duration of the Agreement will be:

- 4% of the base salary structure effective from 1 July 2004
- 4% of the base salary structure effective from 1 July 2005
- 4% of the base salary structure effective from 1 July 2006

The 4% comprises; 3% in relation to the Government's wages policy; and 1% for participating in initiatives which have already resulted in efficiencies and cost savings in excess of the 1% for 2004-2005 and signing up to a three year Enterprise Agreement.

All categories of employees in clauses 3.3 – 3.14 will have their salaries adjusted in accordance with this clause.

5.15 ANNUALISED SALARIES

The parties have agreed to annualised salaries as described in this clause for certain positions or categories of employment (as set out in Appendix C). Salary grades suffixed with an "A" represent annualised salaries. "AA" also represent an annualised salary but for a different category of employee. Further, this clause should be read in conjunction with sub clause 1.10.1 and clause 3.5.

5.16 MARITIME OFFICER SCALE

The base salary structure below includes the 4% salary increase payable from 1 July 2005.

MARITIME OFFICER LEVEL	\$ SALARY RATES
1	33,322
2	36,462
3	42,334
4	44,330
5	47,665
5A	61,410
6	49,913
7	53,661
7A	67,781
7AA	65,806
8	56,190
9	60,406
10	63,257
10A	77,377
10AA	77,574
11	68,003
11A	82,123
12	71,207
12A	85,327
13	76,548
13A	85,129
14	80,149
15	86,158
15A	100,277
16	90,213
16A	104,854
17	96,967
17A	107,614
17AA	111,607
18	100,674
18A	111,322
19	104,464

Salary rates for the term of the Enterprise Agreement are set out at Appendix B.

5.17 CONDITIONS ATTACHED TO THE PAYMENT OF ANNUALISED SALARIES

Annualised salaries are superable and are paid to designated groups of employees whose working arrangements differ from usual working conditions for 35 hour or 38 hour a week employees.

The annualised salary shall cease to be paid if for any reason an employee does not work the requisite hours and/or weekends, public holidays or special events and/or reverts to working the "Ordinary Hours" applicable to 35 hour or 38 hour per week staff. In such cases, instead of the A or AA annualised salary, the employee will be paid at the applicable job evaluation rate contained in clause 3.4 (Maritime Officers) or 3.11 (Ministry Officers).

5.18 ANNUALISED SALARIES GROUP 1: Designated Managerial Positions

Group 1 relates to positions in Appendix C at salary level MA17/MA17 and above in the salary structures (excluding SMOs) and Regional Managers, whose ordinary hours of work shall not be less than 161 hours per month as averaged over the year (July to June). The annualised salary for this group covers all incidents of employment and there is no entitlement to any other payment or paid or unpaid Time in lieu (TIL). The salaries in this clause shall be adjusted in the same manner as are salaries in clause 3.2

Position holders will be reviewed annually and where the ordinary hours of work are less than 161 per month, the provisions of clause 3.5 will apply.

5.19 ANNUALISED SALARIES GROUP 2: Operational Positions

Salaries shall be adjusted in the same manner as are salaries in clause 3.2. The ordinary hours for employees in Group 2, whose positions are listed in Appendix C, include working weekends and public holidays, and the requisite special aquatic events on Boxing Day, New Year's Eve and Australia Day. Team Leaders Environmental Services and Environmental Service Officers' ordinary hours of work include working a rostered 12 hour day, 3 days on and 3 days off as detailed in the Memorandum of Understanding between the parties (attached at Appendix D).

5.20 ANNUALISED SALARIES GROUP 3: Investigations

Ordinary hours of work shall not be less than 161 per month averaged over a twelve month period. The salaries in this clause covers all incidents of employment shall be adjusted in the same manner as are salaries in clause 3.2. The ordinary hours of work for positions in Group 3, listed in Appendix C, include routinely working outside core hours, and on weekends and public holidays as required by the business needs of NSW Maritime.

5.21 ANNUALISED SALARIES GROUP 4: Remote Supervision

Group 4 relates to identified positions, set out in Appendix C, without ready access to a Regional Manager, with a need to supervise a large number of people, and routinely working outside core hours, and on weekends and public holidays. The conditions for this group are currently being reviewed by NSW Maritime.

5.22 HARBOUR MASTER/MARINE PILOTS AT YAMBA AND EDEN

With effect from 1 July 2005 the annualised salary for the positions of Harbour Master/Marine Pilot at the Ports of Yamba and Eden shall be \$107,862 and the salary shall be adjusted in the same manner as are salaries in clause 3.2.

NSW Maritime acknowledges that the salary for Harbour Master/Marine Pilots at Yamba and Eden from 1 July 2004 is tied to its requirements for the working and management arrangements existing at that time. Should the working and/or management arrangements for the Ports change during the life of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004-2007, the salary will be reconsidered.

5.23 MINISTRY OFFICER SCALE

The following Ministry Officer salary scale applies to the positions resulting from the integration of the former Maritime Assets Division. The salary scale applies until positions fall vacant or are redesigned, at which time the position will be placed at a salary point on the Maritime Officer scale following job redesign and job evaluation.

The base salary structure below includes the 4% salary increase payable from 1 July 2005 and salaries shall be adjusted in the same manner as are salaries in clause 3.2.

Category	Grade	\$
Ministry Officer	4	\$46,086
Ministry Officer	5	\$49,549
Ministry Officer	6	\$51,885
Ministry Officer	7	\$55,782
Ministry Officer	8	\$58,413
Ministry Officer	9	\$62,794
Ministry Officer	10	\$65,757
Ministry Officer	11	\$70,692
Ministry Officer	12	\$74,023
Ministry Officer	13	\$79,573
Ministry Officer	14	\$83,319
Ministry Officer	15	\$89,564
Ministry Officer	16	\$93,776
Ministry Officer	17	\$100,798
Ministry Officer	17A	\$111,444
Ministry Officer	18	\$104,653
Ministry Officer	18A	\$115,301

5.24 PERSONAL SALARY RATES

The rates applicable to personal salaries, as set out below, shall continue to be paid to staff. The base salary structure below includes the 4% salary increase payable from 1 July 2005 and salaries shall be adjusted in the same manner as are salaries in clause 3.2.

Level	\$ Rate
3.1	43,665
4.1	45,002
5.1	48,413
5.2	49,166
7.1	55,348
9.1	58,718
9.2	61,355
10.1	62,308
11.1	69,071
13.1	77,749

16.1	91,561
17.1	99,440

5.25 SENIOR MARITIME OFFICER (SMO) CLASSIFICATION

The classification of Senior Maritime Officer has been created within NSW Maritime. The level at which a Senior Maritime Officer will be paid and also when and if a SMO moves from Level 1 to Level 2 shall be the decision of the Chief Executive. The base salary structure below includes the 4% salary increase payable from 1 July 2005.

Senior Maritime Officer Classification	Salary in \$
<i>SMO 1</i>	
Level 1	109,578
Level 2	118,073
<i>SMO 2</i>	
Level 1	120,070
Level 2	128,537
<i>SMO 3</i>	
Level 1	132,838
Level 2	145,817

The salary for Senior Maritime Officers is all inclusive and covers all incidents of employment. Consequently, SMO's are excluded from the provisions of Clause 3.25 of this Agreement.

The provisions for Additional Hours for Senior Maritime Officers are set out in paragraph (ix) of sub clause 2.8 of this Agreement.

5.26 TRAINEES

Trainees will be paid in accordance with the National Training Wage Award.

5.27 ALLOWANCES

The following allowances are set by the NSW Premier's Department and are contained in Premier's Circulars and Memoranda. The rates below apply from 1 July 2004 and will be adjusted in accordance with advice from the Premier's Department.

Classification	Description	\$
First Aid Officers	Designated First Aid Officer responsible for a First Aid Kit in a workplace of 25 or more people	\$568a year
Senior First Aid Officer	Employee designated in charge of First Aid Room NB. Allowance not available where a First Aid qualification is part of an essential job requirement eg. AMSA Certificate, Coxswain's Certificate	\$856 a year
Community Language Allowance Scheme (CLAS)	Applies to designated staff who are able to give language assistance and have passed the CLAS examination	\$886 a year
On call allowance	Shipping Safety staff who are rostered to be on call, in the event of an emergency, outside core hours	\$0.62 an hour

	and at weekends and on Public Holidays	
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The following allowances are determined by NSW Maritime:

Classification	Description	\$ rate
Environmental Services Master 5 allowance	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	\$5,767 a year
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 NSW Maritime

The clause should be read in conjunction with sub clause 1.10.2 of this Agreement.

5.28 RELATED ISSUES

- 5.28.6 Severance payments and overtime are to be calculated exclusive of shift allowances and weekend penalties.
- 5.28.7 Severance payments for employees in receipt of annualised salaries are to be calculated on the basis of the annualised salary.

5.29 COST NEUTRALITY

- 5.29.6 Any allowance approved by the Chief Executive pursuant to Clause 1.10.3, including any allowance that is aggregated into an annualised salary, which is recognised for the purposes of superannuation shall be cost neutral to NSW Maritime.
- 5.29.7 Cost neutrality is achieved by applying a deflator of .84. The deflator is based on on-costs of 20.5%, comprised of superannuation at 14.5%, long service leave at 6%. For the term of this Agreement, the deflator of .84 shall apply unless any other deflator is agreed between the parties.

5.30 MERIT BREAKS

Merit (that is advertising and merit selection) will be the basis for promotion.

However, if a job is redesigned and re-evaluated, the incumbent can “follow the job” and be direct appointed if the change of level follows the pattern below. In all other cases the position will be advertised and filled on merit.

ORIGINAL LEVEL	NEW LEVEL
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18

5.31 PAYMENT OF SALARIES

Payment of salaries and additional time shall be on a fortnightly basis on a Thursday. Staff shall be paid by means of a direct deposit into their account at one of the major banks, building societies or credit unions.

5.32 DEDUCTIONS FROM SALARY

The deductions of union membership fees will continue to be a service offered to NSW Maritime staff.

5.33 NOVATED LEASES

The Authority agrees to continue the arrangement with a recognised financial institution which administers novated leases for the purchase of motor vehicles as an employment benefit for all staff.

5.34 SUPERANNUATION

5.34.6 Changes in Public Sector Superannuation

NSW Maritime agrees to comply with any Crown Employees (Public Sector Conditions of Employment) Award with regard to changes and/or an increase in employer contributions to superannuation.

5.34.7 Choice of Superannuation Fund

NSW Maritime will continue to provide full choice of Superannuation Fund for employees eligible to join First State Super as a full member. This is in accordance with the First State Super Act 1992. Members of NSW Public Service defined benefits schemes are excluded from the Federal Government's choice of fund legislation.

5.35 SALARY PACKAGING – SUPERANNUATION

NSW Maritime provides pre-tax superannuation provisions in accordance State Government guidelines and ATO Ruling TR 2001/DG.

5.36 EMPLOYMENT BENEFIT RELATED MOTOR VEHICLES

Positions at MA17 or MO17 and above and Regional Managers will be able to use this employment benefit at the business/private rate as part of a salary sacrifice package as determined by a logbook audit, on a similar basis to the Senior Executive Service.

5.37 OVERTIME

5.37.6 The provisions of this clause shall not apply to the Harbour Masters/Marine Pilots at Eden and Yamba, Senior Maritime Officers, and all other positions on Annualised salaries listed in clauses 3.6, 3.7, 3.8 and 3.9.

5.37.7 The following overtime provisions will apply to staff who work outside the span of ordinary hours described in clause 2.8.

5.37.8 35 Hour per week Staff

- (i) Overtime worked Monday to Saturday will be paid at the rate of time and one half for the first two hours and double time thereafter.

- (ii) Overtime worked on a Sunday will be paid at the rate of double time.
- (iii) Overtime worked on a public holiday will be paid 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 p.m. 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.

5.37.9 38 Hour per week Staff

- (i) Overtime worked Monday to Saturday will be paid at the rate of double time.
- (ii) Overtime worked on a Sunday will be paid at the rate of double time and one half.
- (iii) Overtime worked on a public holiday will be paid 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.

Staff on 12 hour day 3 days on 3 days off roster – Team Leaders Environmental Services and Environmental Services Officers

The provisions for overtime for this group are contained in the clause 2.7.3

6 ORGANISATIONAL MEASURES

6.13 REMUNERATION INCREASES

Increases in the remuneration structure set out in Clause 3.2 of this Agreement are based on the commitment of the parties to the implementation of the organisational measures set out in Clause 4.2.

NSW Maritime will distribute appropriate and accessible information to assist staff understand and achieve the organisational measures.

The parties are committed to ensure the successful implementation of the initiatives contained within this Agreement. This commitment together with the timely achievement of the organisational measures set out in this clause will be the basis for agreed salary increases in Clause 3.2.

6.14 ORGANISATIONAL MEASURES

6.14.6 Time lost due to sickness and workplace accidents - 5 days per employee a year.

6.14.7 Time lost due to industrial disputes - Nil per annum.

6.14.8 Annual Leave Accruals

The Parties agree that the maximum entitled annual leave balance shall be no more than 30 days (or pro-rata equivalent for part-timers) by end of the NSW school holidays in July each

year. Where an employee does not voluntarily schedule leave to meet the required target the parties agree that:

- (1) such employees will be directed to take and
- (2) will be deemed to be on leave even if they attend work on the scheduled days for the leave.

7 LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.13 ANNIVERSARY DATE

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 Agreement 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 does not have an anniversary date – for sick leave entitlement refer Clause 5.4.1 of this Agreement.

7.14 ANNUAL LEAVE

7.14.6 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.
- (iii) Team Leaders in Environmental Services and Environmental Service Officers - 190 hours per annum
- (iv) Harbour Master/Marine Pilots at Eden and Yamba are entitled to five weeks paid leave for each completed year of service.

7.14.7 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.

7.14.8 Individual requests to accrue in excess of 30 days Annual Leave will be considered on a case by case basis.

7.14.9 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. For employees working a rostered 12 hour day, 3 days on and 3 days off, one day is equivalent to 10.86 hours.

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

7.14.11 Annual Leave Accruals

The Parties agree that the maximum entitled annual leave balance shall be no more than 30 days (or pro-rata equivalent for part-timers) by end of the NSW school holidays in July each year. Where an employee does not voluntarily schedule leave to meet the required target the parties agree that:

- (1) such employees will be directed to take and
- (2) will be deemed to be on leave even if they attend work on the scheduled days for the leave.

7.15 LONG SERVICE LEAVE

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

<u>Period of Service</u>	<u>Accrual</u>
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.

- 7.15.7 Staff engaged on Day Work will be debited for each working day absent exclusive of Public Holidays.
- 7.15.8 Salary will be paid at the rate specified in accordance with the Long Service Leave Act.
- 7.15.9 The taking of accrued leave on half pay is not entitlement but a concession available only on an approved basis
- 7.15.10 Payment of proportionate extended leave arises when an employee has completed service of at least 5 years but less than 7 years, and the employment is being terminated:
- either by the employer for any reason other than the employee's serious and intentional misconduct; or
 - by the employee on account of illness, incapacity or other domestic or pressing necessity.

Employees with 7 or more years service will be entitled to take (or be paid out on resignation) Long Service leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted.

There is no requirement for an employee with 7 or more years of service to have been terminated or to have left employment because of illness, incapacity or domestic or other pressing necessity to claim an entitlement. No repayment will be required if an employee does not reach 10 years service.

- 7.15.11 An employee with an entitlement to Long Service leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of absence from work, except for employees who are members of First State Super or another complying fund of their choice, for whom the double payment is superable. The employee's leave balance will be debited for the actual period of the absence from work **and** an equivalent number of days as are necessary to pay the allowance.

Other leave entitlements, e.g. Annual leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.

Superannuation contributions will only be made on the basis of the actual absence from work ie. at the single time rate.

- 7.15.12 Public holidays that fall whilst on a period of Long Service leave will be paid and not debited from an employee's leave entitlement.

7.15.13 Benefits in clauses 5.3.5, 5.3.6 and 5.3.7 apply to employees who have entitlement to commence the relevant form of leave on or after 1 January 2005.

7.16 SICK LEAVE

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 Personal and Carer's Leave to provide support for staff unable to attend work for personal reasons.

Minimum standard for Sick Leave is 5 days on full pay for each year of service. Total entitlement is cumulative on a three years to date basis i.e. full entitlement shall include any unused sick leave in the 3 years prior to the date of application.

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

7.16.7 It is the staff member's responsibility to report his/her inability to attend work in order to qualify for payment.

7.16.8 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.

7.16.9 Documented medical evidence and/or a medical examination by a medical practitioner will be necessary where required by NSW Maritime. Subject to confidentiality issues, employees must specify the nature of their illness either on the sick leave application form or on an attached doctor's certificate.

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

7.16.11 Subject to the approval of the Chief Executive and upon the production of medical evidence any 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.

7.17 PERSONAL CARER'S LEAVE

5.5.1 Paid Leave may be provided for staff to arrange or provide short term care for sick, injured or aged dependants or family members.

5.5.2 Paid Leave may also be provided for staff in the case of the death of a dependant or family member. In the case of bereavement, if Personal Carer's Leave has been exhausted, then Special Leave can be requested (See 5.6 below)

5.5.3 A "dependant" in both 5.5.1 and 5.5.2 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. See Personal Carer's Policy for complete definition of "dependant".

Each individual case will be determined on a case by case basis.

5.5.3 Leave for such purposes of up to 5 days per calendar year may be granted by the relevant delegated manager.

5.5.4 If Personal Carer's Leave has been exhausted, then untaken Sick Leave of up to 5 days a year may be accessed for the current year and the three previous years for the purposes of caring for a dependant.

7.18 SPECIAL LEAVE

7.18.6 The flexible work hours arrangements provide an opportunity for staff to attend to personal business during business hours without the need for access to additional time off

7.18.7 In addition to Personal Carer's 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.

7.18.8 Special leave will include, but not be limited to, jury service

7.18.9 Each individual case will be determined on a case by case basis.

7.19 MATERNITY AND ADOPTION LEAVE

7.19.6 Women employed by NSW Maritime who have completed at least forty weeks continuous service either with NSW Maritime 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.

7.19.7 As from 1 January 2005, permanent and temporary staff who have completed at least forty weeks continuous service either with NSW Maritime 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 14 weeks from the date Maternity Leave commences. Maternity Leave may commence up to 14 weeks prior to the expected date of birth as indicated on the medical certificate furnished with the application for Maternity Leave.

7.19.8 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 (if applying clause 5.7.1) or 28 weeks (if applying clause 5.7.2) on a regular fortnightly basis.

7.19.9 Staff may elect to take available Annual Leave on half pay in conjunction with any period of Maternity Leave on half pay.

7.19.10 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.

7.19.11 An employee who will be the primary care giver from the date of taking custody of an adopted child is entitled to payment at the ordinary rate of pay for a period of 9 weeks (14

weeks if commencement is after 1 January 2005) adoption leave, or the period of adoption leave taken, whichever is the lesser, provided that the employee:

- applied for adoption leave within the time and manner determined by the designated manager;
- prior to the commencement of adoption leave, had completed not less than 40 weeks' continuous service.

7.20 PARENTAL LEAVE

Employees of NSW Maritime, who become parents and are not eligible for maternity or adoption leave, may apply for unpaid Paternal Leave in terms of the Industrial Relations Act 1996. Employees will be able to apply for parental leave:

- provided that reasonable notice has been given to their manager to allow necessary arrangements to be made;
- prior to the expected date of birth or taking custody (in the case of adoption) have completed not less than 40 weeks' continuous service.

For births after 1 January 2005 up to one week on full pay or two weeks on half pay is available to employees who meet the above criteria. The period of parental leave does not extend the current entitlement of up to 12 months leave, but is part of it.

Parental leave is available to male or female staff. Parental leave may begin at any time up to two years from the date of birth or taking custody of the child.

Prior to 1 January 2005, in the case of expected childbirth, an employee whose spouse or partner is pregnant is entitled to up to one week of unpaid short parental leave at the time of the birth of the child, provided that reasonable notice has been given to the department to enable necessary arrangements to be made. An employee who applies for this leave is entitled to the leave if the outcome of the pregnancy results in a miscarriage or the birth of a child who does not survive. From 1 January 2005, if the outcome of the pregnancy results in a miscarriage or the birth of a child who does not survive, up to one week on full pay or two weeks on half pay is available to employees who meet the criteria.

7.21 CHILD CARE

NSW Maritime agrees to provide assistance with the cost of child care fees up to the value of \$260.00 pa per employee where the employee's children are in registered/approved child care facilities (ie long day care and vacation care).

7.22 TRADE UNION TRAINING LEAVE

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 NSW Maritime 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.

7.23 LEAVE WITHOUT PAY

- 7.23.6 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.
- 7.23.7 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.
- 7.23.8 In granting of leave without pay NSW Maritime will use its discretion as to whether relieving arrangements will be invoked to cover such absences.
- 7.23.9 Long Service Leave shall not accrue during periods of leave without pay.
- 7.23.10 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 NSW Maritime's liability, for the whole period of leave without pay.

7.24 PUBLIC HOLIDAYS

- 7.24.6 The following days, or the days upon which they are observed, shall be public 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.
- 7.24.7 Subject to the provisions of subclause 5.12.3 there shall be no deduction of pay for public holidays not worked.
- 7.24.8 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.
- 7.24.9 As from 1 January 2005, Public holidays that fall whilst on a period of Long Service leave will be paid and not debited from an employee's leave entitlement.

8 WORKPLACE REPRESENTATIVES

8.13 ROLES AND RESPONSIBILITIES

The role and responsibilities of union workplace representatives, and the mutual understandings of NSW Maritime and unions regarding union delegates, are set out below: Delegates are empowered to act in an official capacity for and on behalf of their union in accordance with its rules.

- 8.13.6 It is fundamental that delegates are staff of NSW Maritime and that their prime responsibility and duty is as staff. Their activities on union business must not be inconsistent with their contract of employment.
- 8.13.7 On election/nomination of a member as a delegate, NSW Maritime expects the union concerned to notify it in writing addressed to the Manager Employee Relations 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.
- 8.13.8 Upon receipt of a notification including the information outlined in Clause 6.1.3 above, NSW Maritime recognises delegates as in Clause 6.1.1.
- 8.13.9 This recognition supports the legitimate part played by delegates in operations of the union in its dealings with NSW Maritime 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 Part 8 of this Agreement.
 - (iii) Attending meetings or conferences called by their union(s), Peak Councils or NSW Maritime.
 - (iv) Attending proceedings at the Industrial Relations Commission when required as a witness or to assist the union advocate.
- 8.13.10 Delegates must obtain prior approval from their supervisors to attend meetings and conferences (as set out in Clause 6.1.5 above).
- 8.13.11 NSW Maritime 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, NSW Maritime is prepared to pay where the following criteria are met:
- (i) Safety and operational requirements are not prejudiced, an application for special leave is submitted and supervisor approval is obtained beforehand.
 - (ii) NSW Maritime 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.

8.13.12 The procedure for notifying 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. NSW Maritime will be provided with an attendance list of meetings. In exceptional circumstances, the parties agree the above procedures may be waived.

8.13.13 The current practice, whereby recognised union delegates are allowed a reasonable opportunity to carry out general union business on-site at a time mutually convenient to the staff and NSW Maritime, will be continued.

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 NSW Maritime Disciplinary Procedures or other appropriate action.

8.13.14 NSW Maritime reserves the right to notify the relevant union should it consider a recognised delegate is abusing any privilege extended to the delegate.

8.13.16 Trade Union Training Leave – refer to Part 5 Clause 5.10 of this Agreement

9 WORK ENVIRONMENT

9.13 NSW MARITIME'S COMMITMENT TO OCCUPATIONAL HEALTH AND SAFETY

9.13.6 NSW Maritime 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

9.13.7 At all times NSW Maritime and staff will comply with the Occupational Health and Safety Act 2000

9.13.8 NSW Maritime 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.

9.14 MANAGEMENT RESPONSIBILITY

- 9.14.6 NSW Maritime shall ensure a safe system of work as a legal obligation thus setting examples to encourage safe practices and methods.
- 9.14.7 Each workplace and its environment must be established and maintained in a safe condition without risk to health.
- 9.14.8 Machinery, plant and equipment must be safe and without risks when properly used and must be maintained in that condition.
- 9.14.9 Each work activity must be assessed to determine a safe method of operation.
- 9.14.10 Procedures need to be documented in the form of a job instruction and reviewed periodically in the light of experience or changed circumstances.
- 9.14.11 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.
- 9.14.12 Approved protective clothing and equipment is provided and instruction given on its use, maintenance and storage.
- 9.14.13 Arrangements are made for monitoring all accident/injury and work related ill-health and appropriate corrective action taken to prevent a recurrence.
- 9.14.14 All staff are instructed in correct work practice for the work being performed.

9.15 INDIVIDUAL RESPONSIBILITY

- 9.15.6 Each staff member has a responsibility to work safely to the maximum extent of his/her control over, or influence on, working conditions and methods.
- 9.15.7 Observe all instructions issued to protect safety and the safety of others.
- 9.15.8 Ensure all safeguards and protective equipment provided for safety purposes are utilised accordingly.
- 9.15.9 Advise the supervisor of any hazards or deviation from safe working practices at the workplace.
- 9.15.10 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.

9.16 CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT

- 9.16.6 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, replacement will be on the basis of condemnation.
- 9.16.7 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. Any staff member who has been issued with protective clothing and/or equipment, who 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.
- 9.16.8 Some staff will be issued with uniforms. Any 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.
- 9.16.9 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.

9.17 EQUALITY OF EMPLOYMENT AND ELIMINATION OF DISCRIMINATION

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

9.18 HARASSMENT FREE WORKPLACE

- 9.18.6 NSW Maritime is committed to ensuring that staff work in an environment free of harassment.
- 9.18.7 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.
- 9.18.8 Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 9.18.9 Harassment on any grounds including but not limited to sex, race, marital status, physical impairment, sexual preference, HIV/AIDS, age or carer's responsibilities will not be condoned by NSW Maritime.
- 9.18.10 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.
- 9.8.11 All staff are required to refrain from perpetrating, or being a party to, any form of harassment.

10 GRIEVANCE HANDLING AND DISPUTE RESOLUTION

10.13 INTRODUCTION - WHEN TO USE THIS GRIEVANCE PROCEDURE

This procedure explains what to do if you have a grievance about anything to do with work. A grievance means any type of problem, concern or complaint about work or the work environment and includes matters 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.

NSW Maritime recognises that you can't do a good job, or be fully productive, if you feel management or anyone else at NSW Maritime is treating you unfairly, discriminating against you or harassing you.

That is why NSW Maritime has policies that set standards and guidelines about how managers and supervisors are expected to make decisions on areas such as leave allocation, promotion, training and development. It is also why NSW Maritime has policies on Prevention of Harassment in the Workplace and the Code of Conduct and Ethics. These policies set standards of behaviour for everyone at NSW Maritime. You can find copies of these policies on the Employee Relations web site in the "Policies" section.

If you have any type of problem, concern or complaint about work or the work environment, use this grievance procedure so the issue can be sorted out as quickly as possible.

10.14 IMPORTANT POINTS ABOUT OUR GRIEVANCE PROCEDURE

10.14.6 Easy to use

NSW Maritime's grievance handling procedure has been updated taking into account other best practice models. Because of this NSW Maritime believes that all employees will find the grievance procedure clear and easy to use.

10.14.7 Confidential

Only the people directly involved in the grievance, or in sorting it out, can have access to information about your grievance. Information only goes on an employee's personnel file if more formal action is taken arising from the grievance.

10.14.8 Impartial (fair)

All sides get a chance to tell their side of the story. No-one makes any assumptions or takes any action until all relevant information has been collected and considered. All sides have access to support or assistance if they want or need it.

10.14.9 Sensitive

All grievances will be dealt with sensitively and professionally by staff experienced in these matters.

10.14.10 Free of unfair repercussions or victimisation

Management takes all necessary steps to make sure that people involved in a grievance are not victimised by anyone for coming forward with the grievance or for helping to sort it out. Any victimisation will be taken seriously and may result in disciplinary action.

10.14.11 Sorted out with a minimum of fuss

NSW Maritime's aim is to sort out all grievances at the lowest level possible with the minimum of fuss. In many cases grievances can be sorted out by agreement between the people involved with no need for formal action.

10.14.12 Timely

NSW Maritime aims to deal with all grievances as quickly as possible.

10.15 CAN YOU SORT OUT THE GRIEVANCE YOURSELF?

If you feel able to try this approach, then do it as soon as you can. In the meantime continue to work normally unless there is a proven health or safety risk to any of the parties involved. (In such a case notify the Manager Employee Relations who will consult with the appropriate union, and then advise the Chief Executive on how normal work can proceed in a manner which avoids any risk to the health and safety of staff or the public).

If you aren't sure how to handle the problem contact an appropriate person who you can talk to about your concerns. An appropriate person may be your supervisor, your manager, the spokeswomen, someone in Employee Relations, a union delegate or official, the Employee Assistance Program Counsellor (see Section 8.8 - Summary of Steps). It is usually helpful to select someone local to the situation as often matters can then be sorted out speedily.

10.16 WHAT WILL THE PERSON I APPROACH ON MY GRIEVANCE DO?

Many staff have experience in helping anyone who has, or thinks they may have, a grievance.

They can give you confidential advice about the best way to tackle your problem and where you can go if you need more help. Depending on their position in the organisation they may not be allowed to investigate or sort out your grievance. However, if they are not the person who will help sort out your grievance, they can go with you to see someone who can sort it out for you.

10.16.6 Wherever practicable, within two working days of you approaching them they will:

1. Get full information from you about your grievance and what will sort it out as far as you are concerned.
2. Explain the rest of the grievance procedure; they will also refer you to people who can provide you with support if you need it.
3. Decide if they are the appropriate person to continue handling the grievance — they may not be of a sufficiently senior level, too biased or seen to be too biased, to handle the grievance. If they can't handle the grievance they will, with your agreement, refer you to another appropriate supervisor or manager or the Manager Employee Relations. That person will talk with you and then continue the process as described below.

10.16.7 Wherever practicable, within two working days of your interview with them they will put the information they've received from you to the person/people you're complaining about and get their side of the story.

10.16.8 Within a reasonable time of interviewing the person/people you're complaining about the grievance handler will assess the matters alleged in your grievance and determine whether formal action may be necessary

10.17 WHAT ARE THE POSSIBLE OUTCOMES?

10.17.6 Joint agreement

Many grievances will be able to be settled by joint agreement between the people involved in the grievance.

No records or notes will go on anyone's personnel file. The person who handled the grievance will write a confidential report. This report will be filed in a confidential grievance filing system within Employee Relations. Only senior managers and Employee Relations staff will have access to this, and only when necessary.

10.17.7 Mediation

If joint agreement can't be reached internally, then the parties can agree to refer the matter to an independent mediator/arbitrator. The Manager Employee Relations can arrange this.

10.17.8 Not enough proof to be able to act

If there is not enough proof to work out who is telling the truth, no disciplinary action will be taken. Instead, NSW Maritime may decide to:

- monitor the people involved
- consider wider staff training on the particular policy or standard involved.

10.17.9 Disciplinary action

If the person sorting out the grievance decides that there has been a breach of one of NSW Maritime's policies or standards, NSW Maritime may decide to take disciplinary action against the person or people who breached the standard or policy.

10.17.10 Criminal or illegal activity

If the person sorting out the grievance believes that criminal or illegal activity may be involved, they are to inform the Manager Employee Relations immediately.

10.18 FORMAL ADVICE

At the end of the grievance handling process, the person who lodged the grievance will be informed in writing of the outcome.

10.19 CONCLUDING THE PROCESS

The person handling the grievance should let the individual with the grievance know that there has been some action, resolution or closure of the issue. They do not necessarily need to know the details of the

action taken or the terms of the resolution; only that action was taken or the issue was resolved or closed.

10.20 WHO ELSE CAN HELP?

At any time during a grievance you are involved in you can get confidential support and advice from the Employee Assistance Program (EAP) Staff Counsellor or Employee Relations or your union representative. You can get advice from these people if you are the person who has the grievance or if you are the person who has been 'accused' of doing something wrong. You can also have a support person present at any meetings if you wish (as a support for you but not acting as an advocate).

In addition, you may contact an external agency for advice or help. Organisations that may be able to help are:

Your Union

AMOU	Mike Fleming	(02) 9264 2388
ASU	Karen Iles	(02) 9310 4000
MUA	Paul Garrett	(02) 9264 5024
Workplace Counsellor	Russel Avery	1800 337 068

NSW Anti-Discrimination Board

Level 4	Wollongong Gov't Offices	3rd Floor
181 Lawson St	84 Crown St	400 Hunter St
REDFERN 2016	WOLLONGONG 2500	NEWCASTLE 2300
ph (02) 9318 5400	ph (02) 4226 8190	ph (02) 4926 4300
fax (02) 9310 2235	fax (02) 4226 1190	fax (02) 4926 1376
*TTY (02) 9310 2376	TTY (02) 4229 4143	TTY (02) 4929 1489

*TTY — telephone typewriter for deaf or hearing impaired persons
 Enquiries Line/Employers Advisory Service — ph (02) 9318 5444
 Toll free number 1800 670 812 if calling from outside the Sydney area
 World wide web address — <http://www.agd.nsw.gov.au/adb>

10.21 SUMMARY OF STEPS TO FOLLOW IF YOU HAVE A GRIEVANCE

	What to do	When
Step 1	If you can, try to sort the grievance out yourself with the person or people involved. You may find that they didn't mean to do what they did. Continue to work normally unless there is a proven health or safety risk to any of the parties involved. (In such a case, notify the Manager Employee Relations who will advise the Chief Executive, so that other arrangements may be made).	Do this as soon as possible Immediately
Step 2	If: you aren't sure how to handle the problem yourself, or you just want to talk confidentially about the problem with someone and get some more information about what you can	Do this as soon as possible These individuals must speak with you as soon as they can

	do, then talk to an appropriate person. (Appropriate persons may include your supervisor or manager, Manager Employee Relations, Learning & Development Manager, union delegates or officials, the spokeswomen or the Employee Assistance program (EAP) staff counsellor.) Note: If necessary NSW Maritime will arrange and pay for the cost of an interpreter	and preferably on the same day you ask to see them
Step 3	To get the grievance sorted out, go to see: Your supervisor, or if you don't feel comfortable or that it is inappropriate you see them, Your manager, or if you don't feel comfortable or that it is inappropriate you see them, Any other supervisor or manager who is at a higher level than you, or an appropriate member of the ER team.	Do this as soon as possible The person you see must get full information from you as soon as possible. Unless there is a very good reason they should do this within two working days They must then sort out the grievance as fast as possible and must advise you, in writing, of the outcome.
Step 4	If you are unhappy with the way the grievance is being, or has been, sorted out, you can raise your concerns with: The manager of the person who was/is sorting out your complaint, or if you don't want to see them Any other more senior manager or the Manager Employee Relations, Learning & Development Manager.	Do this as soon as possible NSW Maritime aims to have any concerns sorted out as quickly as possible
Step 5	If you are still unhappy, you can get advice from any relevant external agency, for example: Your union The NSW Anti-Discrimination Board	Do this as soon as possible Each agency will tell you their time limits Contact numbers in Section 6.

10.22 DISPUTE RESOLUTION PROCEDURES

Any dispute between employees or their union and NSW Maritime should follow the steps below. In addition, the principles underlying the resolution of grievances should be followed in dealing with disputes. Industrial relations past precedent dictates that normal work must continue while these Procedures are being followed. If a health or safety risk is present, the Manager Employee Relations should be notified for appropriate assessment and action.

10.22.6 What is a Dispute

A dispute generally refers to a complaint or difficulty that affects more than one employee. A formal procedure gives the opportunity to resolve a dispute before industrial action takes place. For instance, a decision that changes the working conditions of a group of employees within a work area may become a dispute.

10.22.7 Steps to be followed in resolving a Dispute

Step 1

An employee representative or the union representative should contact the relevant supervisor first. The supervisor must start to deal with the dispute as quickly as possible, usually within 24 hours of being notified. The Manager Employee Relations must also be advised of the dispute as soon as possible.

Step 2

If the dispute is unresolved, an employee representative or the union representative may approach the Regional/Branch Manager or equivalent to resolve the dispute. Where the dispute has industrial or human resource implications, the Regional/Branch Manager should seek the advice of the Manager Employee Relations.

Step 3

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

Step 4

NSW Maritime or the union may refer the dispute to the Industrial Relations Commission.

10.23 KEEPING RECORDS RELATING TO THE DISPUTE

A copy of the papers that relate to the dispute should be sent to the Manager Employee Relations with the originals retained at the local level for a reasonable period. The supervisor or manager should ensure the papers are secured and Employee Relations is available as a secure storage repository. All parties directly concerned with the dispute should be given an opportunity to read and comment on papers relating individually to them. Documentation should be kept separate from personnel files.

11 JOB REDESIGN AND NSW MARITIME JOB EVALUATION SYSTEM

11.13 CRITERIA FOR JOB REDESIGN

- 11.13.6 The design of existing jobs in NSW Maritime may occur according to changing business needs. 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.
- 11.13.7 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.
- 11.13.8 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 NSW Maritime determines that it is necessary to re-design and/or evaluate the position prior to advertising the vacancy.

- 11.13.8.1 The creation of a new job and the re-design of an existing job require the approval of the Chief Executive. Approval is obtained through a submission to the Chief Executive by the Manager and supported by a General Manager, Manager Employee Relations and General Manager Corporate Services.
- 11.13.10 The work value of re-designed positions will be evaluated using an accredited Job Evaluation System.

11.14 NSW MARITIME SKILLS FORMATION AND ACCREDITATION SYSTEM

- 11.14.6 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.
- 11.14.7 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).

11.15 OVERVIEW OF JOB EVALUATION SYSTEM

- 11.15.6 The Mercer Cullen Egan Dell Job Evaluation System was adopted by NSW Maritime on 14 June 2005.
- 11.15.7 The Job Evaluation System shall be used to determine the appropriate remuneration level that the position will occupy i.e. levels 1 to 18.
- 11.15.8 This Clause must be read in conjunction with sub-clause 9.3.1 of this Clause. The Mercer Cullen Egan contains three broad factor headings. The factors consist of a number of sub-factors required to fully assess the nature and scope of each position. The three broad factors are:
- (i) Expertise – concerned with the input elements of a job, that is the knowledge, and the skills the incumbent must apply to achieve the position’s objectives;
 - (ii) Judgement - focuses on the policy and guidelines framework which structures the judgemental and thinking challenges required by the position; and
 - (iii) Accountability - measures the outcomes and outputs of a position in qualitative and/or quantitative terms.
- 11.15.9 Following job redesign in accordance with business needs, the work value of positions will be evaluated using the Mercer Cullen Egan Dell Job Evaluation System. The base salary for the position will be established as Maritime Officer, Levels 1 to 18.

11.16 JOB EVALUATION PROGRAM

11.16.6 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.

Job evaluation is undertaken at the Authority-wide level. The Job Evaluation Panel will comprise as a minimum one Employee Relations person, 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 Panel comprising at least one man and one woman. All members of a Panel must be trained in the Job Evaluation system operating in NSW Maritime.

A job expert, (usually the immediate supervisor of the position), joins the Panel to provide additional information about the position and answer any questions, but does not participate in the evaluation process, unless they are fulfilling a role as a Panel member and are trained.

The following table sets out how the work value points determined by the Mercer Cullen Egan Dell Job Evaluation System will be translated into the salary model. The table below sets out the range of work value points for each entry point:

Level	Mercer CED Points
1	60 – 69
2	70 – 78
3	79 – 90
4	91 – 103
5	104 – 117
6	118 – 134
7	135 – 153
8	154 – 173
9	174 – 199
10	200 – 229
11	230 – 262
12	263 – 300
13	301 – 343
14	344 – 392
15	393 – 448
16	449 – 512
17	513 – 590
18	591 – 669

11.17 CUSTOMER SERVICE OFFICERS (CSO's) and VESSEL SURVEYORS

11.17.6 The parties have agreed to:

- (i) updated job specifications for Customer Service Officers (MA3 and MA6);
- (ii) a job specification for a new classification of Customer Service Specialist (MA7);
- (iii) in the first instance, NSW Maritime will create 8 positions of Customer Service Specialist;

- (iv) the persons to be appointed to the 8 positions of Customer Service Specialist referred to in subparagraph (iii) are to be recruited internally, on merit, with the recruitment process to be completed by 31 March 2006;
- (v) the process of recruitment for the 8 positions of Customer Service Specialist is to be undertaken without any displacement or redundancies to current staff;
- (vi) NSW Maritime will, if necessary, employ additional staff for the purpose of giving effect to subclause (v);
- (vii) the persons appointed to the 8 positions of Customer Service Specialist will be released to attend training to obtain the appropriate qualification and will be required to obtain that qualification within a reasonable timeframe;
- (viii) representatives of the ASU and NSW Maritime are to meet during July 2006 to agree the details of a review process which is to include:
 - (a) the work being undertaken by Customer Service Specialists;
 - (b) the work being done by any Customer Service Officer who believes that she/he is undertaking the work of a Customer Service Specialist;
 - (c) how many Customer Service Specialist positions are required.
- (ix) the review process referred to in subparagraph (viii) is to be completed by 30 September 2006.

11.17.7 The parties have agreed to settle a revised job specification for Vessel Surveyors and to submit this for job evaluation.

12 PERFORMANCE MANAGEMENT SYSTEM

12.13 PERFORMANCE MANAGEMENT SYSTEM

The parties agree to continue to discuss and resolve a revised payment related Performance Management System during the course of the 2004-2007 Enterprise Agreement. The current Performance Management System will be discontinued whilst these discussions are held.

for and on behalf of
The Waterways Authority (trading as NSW Maritime)

for and on behalf of
The Australian Maritime Officers Union (NSW Branch)

for and on behalf of
The Seamen's Union of Australia, New South Wales Branch

for and on behalf of
The Australian Services Union

Flexible Working Practices Guidelines

The Authority recognises through Clause 1.10.3 of the Waterways (trading as NSW Maritime) Enterprise Agreement 2004 – 2007, the importance of flexibility in work arrangements. Benefits flow from such arrangements in terms of job satisfaction and productivity gains.

- The ordinary hours for work for 35 hour week staff are between 07.00 and 19.00, Monday to Friday.
- For Environmental Services staff on a rostered 12 hour day, 3 days on / 3 days off, ordinary hours are between 06.00 and 18.00, Monday to Sunday.
- Boating Service Officers work an average span of 38 ordinary hours a week over a four week cycle. There are no fixed hours and they work additional hours to accommodate business needs. Additional hours are normally taken as time-in-lieu.
- Staff whose work allows them to do the equivalent hours for a 5 day week in four days may be able to negotiate such an arrangement if business needs permit.
- Staff who have personal carer's needs may be able to negotiate different work arrangements to suit their personal needs providing business needs permit.
- The availability of flexible hours and flexible practices are a privilege and need to be agreed with your manager in advance.

Working from Home or Telecentres (Irregular basis)

These guidelines for staff relate to irregular/ad hoc working from home or telecentre arrangements. Where working from home is to be on a more permanent basis, a formal working from home agreement must be negotiated between the individual and their manager and signed by both parties in consultation with the Employee Relations Branch.

The ability to work in an environment where there is less potential for interruption and reduced travel time can be an attractive option on an irregular basis for certain staff or particular projects. It can also contribute to reducing road or public transport congestion.

Working from home or telecentre arrangements may be initiated by an employee or a manager.

Criteria for Application

The staff member should:

- Be working on a project or paper where there is benefit in working alone
- Be working on a project or paper where progress can readily be measured
- Be able to organise and prioritise their work
- Be contactable by telephone between agreed hours
- Maintain their record of working time on their timesheet (which may occasionally be greater than 7 hours in a day, if parameters agreed in advance)
- Take a break of at least 30 minutes for lunch or equivalent
- Come into work if required
- Incur no additional costs for NSW Maritime
- Have advance approval.

The time granted can be:

- Part day
- Whole day
- No more than once a month, unless Telecentre where can be once a week.

Exceptions where:

- Special fixed term projects e.g. system testing
- Maximum of 3 months where related to family or medical situation (considered on a case by case basis)

Working environment

- The employee's working environment should be one which allows the individual to work with minimal interruption.
- Use of the Authority's laptops may be granted by a Manager subject to usual criteria and availability.
- Access to NSW Maritime on-line network does not automatically flow from approval to work at home – this again is subject to the usual criteria.

Telecentres

NSW Maritime supports staff working at Telecentres where this meets the business needs of the organisation

Granting Approval

Managers must always balance the needs of the business against requests to work at home. Managers are encouraged to allow staff, who request the privilege, to work at home for a specific purpose. However their work must be of a nature that it can, on occasions, be carried out at home.

Any staff member found to be abusing the privilege will have it withdrawn and may be subject to disciplinary action.

Job Sharing

There are several examples of job sharing in the Authority. This often happens because a staff member wishes to work permanent part-time instead of full-time **and** the other part of the job can be filled **and** this suits business needs. Staff who have once held a full time position have the right to return to a similar full-time position should there be a vacancy.

Job Sharing is approved on a case by case basis.

Career Breaks

NSW Maritime is open to supporting career breaks for reasons of professional development, industry experience, post-graduate study, employment overseas and sometimes for health or family reasons.

Staff can apply to the Chief Executive through their manager and Employee Relations for Leave Without Pay. Each request will be considered on a case by case basis and will depend on how business needs can be accommodated during the officer's absence.

Similarly, staff can apply to fund a career break up to 5 years in advance, by taking a lower salary in the years before the career break to allow salary still to be paid in the career break period. No more than 50% of salary can be set aside in any tax year for such purposes. After gaining support from their manager, staff interested in this option should discuss the detail with Employee Relations before making any arrangements.

APPENDIX B

SALARY RATES 1 July 2004 to 1 July 2006

MARITIME OFFICER LEVEL	SALARY RATES July 2004 4%	SALARY RATES July 2005 4%	SALARY RATES July 2006 4%
1	32,040	33,322	34,655
2	35,059	36,462	37,920
3	40,706	42,334	44,027
4	42,625	44,330	46,104
5	45,832	47,665	49,572
6	47,993	49,913	51,909
7	51,598	53,661	55,808
8	54,029	56,190	58,438
9	58,083	60,406	62,823
10	60,824	63,257	65,788
11	65,388	68,003	70,724
12	68,468	71,207	74,055
13	73,604	76,548	79,610
14	77,066	80,149	83,355
15	82,844	86,158	89,604
16	86,743	90,213	93,822
17	93,237	96,967	100,845
18	96,802	100,674	104,701
19	100,446	104,464	108,643

Annualised Salary Rates			
5A	59,408	61,784	64,256
7A	65,174	67,781	70,492
7AA	63,275	65,806	68,438
10A	74,401	77,377	80,472
10AA	74,590	77,574	80,677
11A	78,964	82,123	85,407
12A	82,045	85,327	88,740
13A	81,855	85,129	88,534
15A	96,420	100,277	104,288
16A	100,821	104,854	109,048
17A	103,475	107,614	111,919
17AA	107,314	111,607	116,071
18A	107,040	111,322	115,774

Personal Salaries			
3.1	41,986	43,665	45,412
4.1	43,271	45,002	46,802
5.1	46,551	48,413	50,350

5.2	47,275	49,166	51,133
7.1	53,219	55,348	57,562
8.1	54,841	57,035	59,316
8.2	56,460	58,718	61,067
9.1	58,995	61,355	63,809
9.2	59,911	62,308	64,800
11.1	66,414	69,071	71,834
13.1	74,758	77,749	80,859
16.1	88,039	91,561	95,223
17.1	94,181	97,949	101,867

Ministry Officer Levels			
Grade	SALARY RATES July 2004 4%	SALARY RATES July 2005 4%	SALARY RATES July 2006 4%
4	\$44,313	\$46,086	\$47,929
5	\$47,643	\$49,549	\$51,531
6	\$49,890	\$51,885	\$53,961
7	\$53,637	\$55,782	\$58,014
8	\$56,166	\$58,413	\$60,749
9	\$60,379	\$62,794	\$65,306
10	\$63,228	\$65,757	\$68,387
11	\$67,973	\$70,692	\$73,520
12	\$71,176	\$74,023	\$76,983
13	\$76,513	\$79,573	\$82,756
14	\$80,114	\$83,319	\$86,652
15	\$86,119	\$89,564	\$93,147
16	\$90,169	\$93,776	\$97,527
17	\$96,921	\$100,798	\$104,829
17A	\$107,158	\$111,444	\$115,902
18	\$100,628	\$104,653	\$108,840
18A	\$110,866	\$115,301	\$119,913

Pilots - Salary Rates			
Annualised Salary	\$103,713	\$107,862	\$112,176

Senior Maritime Officer			
SMO 1			
Level 1	\$105,363	109,578	\$113,961
Level 2	\$113,532	118,073	\$122,796
SMO 2			
Level 1	\$115,452	120,070	\$124,873
Level 2	\$123,593	128,537	\$133,678

SMO 3			
Level 1	\$127,729	132,838	\$138,152
Level 2	\$140,209	145,817	\$151,650

Allowances			
Classification	Description	2004	2005
* Community Language (CLAS)	Interpreter Services	886	937
* First Aid Officers	Designated First Aid Officer responsible for a First Aid Kit in a workplace of 25 or more people.	568	615
* Senior First Aid Officer	Employee designated in charge of First Aid Room. ---- NB. Allowance not available where First Aid qualification is part of an essential job requirement e.g. AMSA Certificate, Coxswain's Certificate	856	926
Environmental Services Master 5 allowance	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	\$5767	\$5998
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	\$33.60

Annualised Salary Groups

Group 1 Designated Managers

Business Analyst
Commercial Operations Manager
General Counsel
Manager Asset Services
Manager Business Improvement & Development

Manager Commercial Property
Manager Employee Relations
Manager Finance
Manager Information Technology
Manager Marine Environment & Protection
Manager Maritime Incident Investigation
Manager Office of the Chief Executive
Manager Policy and Projects
Manager Property Administration
Manager Property Planning
Manager Property Projects
Manager Public Affairs
Manager Shipping Safety & Port Coordination
Manager Survey & Spatial Information
Manager Wharf Safety Audit
Principal Engineer
Principal Policy Officer
Regional Manager
Regional Manager Sydney

Group 2 – Operational Positions

Operations Supervisor – Sydney Harbour
Senior Boating Service Officer
Boating Service Officer Entry
Boating Service Officer Intermediate
Boating Service Officer Fully Competent
Boating Service Officer Remote Location
Team Leader Environmental Services
Environmental Services Officer

Group 3 – Investigations

Marine Investigator

Group 4 – Remote Supervision

Operations Manager Botany Bay/Port Hacking
Manager Special Aquatic Events

MEMORANDUM OF UNDERSTANDING

1. The parties to this Memorandum of Understanding (MOU) are the Waterways Authority (trading as NSW Maritime) and the Seamen's Union of Australia (NSW Branch).
2. This MOU sets out the principles and understandings between the parties for the introduction of the new Roster System and Annualised Salary for Environmental Service Officers in the Environmental Services Section of the Marine Environment Branch of the Shipping, Security and Environment Division and amended arrangements for the existing roster for Team Leaders in Environmental Services. These issues formed part of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 – 2007 negotiations.
3. In this MOU, reference to the 3 Special Aquatic Events shall mean the aquatic events on Boxing Day, New Year's Eve and Australia Day.

Environmental Service Officers:

4. The parties agree that a compulsory new Roster System and Annualised Salary will be introduced for the Environmental Service Officers in the Environmental Services Section. The new roster involves:
 - Annualised salaries
 - 12 hour shifts
 - Working three days on / three days off
 - 190 hours annual leave
 - Ordinary hours of work being 6.00am - 6.00pm Monday to Sunday
 - Sick leave calculated at 10.86 hours a day
 - 55 minute break
 - additional 14 minutes is paid within the annualised salary at ordinary time rate not the overtime rate).
 - working 5 public holidays in a twelve month period
 - working Special Aquatic Events of Boxing Day, New Year's Eve and Australia Day
 - no accrual of additional hours or time in lieu
5. From 30 May 2005, the new roster for Environmental Service Officers will align with the roster worked by Team Leaders in the Environmental Services Section.
6. The proposed new Enterprise Agreement will annualise the salaries of Environmental Services Officers and will appear substantially in the following form:

“Salaries shall be adjusted in the same manner as are salaries in clause 3.2 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 – 2007. The ordinary hours for employees in this group include working weekends and public holidays, and the Special Aquatic Events on Boxing Day, New Year's Eve and Australia Day. Team Leaders in Environmental Services and Environmental Service Officers' ordinary hours of work include working a 12 hour shift, 3 days on and 3 days off as detailed in Memorandum of Understanding between the parties.”

7. The parties agree that the Annualised Salary for Environmental Service Officers in the Environmental Services Section will be \$62,671 pa as at the signing of this MOU and \$63,275 per annum per financial year (as from 30 May 2005) once the Heads of Agreement is signed. The salary rate is superable and will be adjusted in accordance with salary increases under Clause 3.2 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004-2007, once the Heads of Agreement is signed. The Annualised Salary covers payment for working the compulsory 12 hour roster and for weekends and public holidays throughout the year and the special aquatic events on Boxing Day, New Year's Eve and Australia Day. If an Environmental Services Officer does not routinely work in accordance with the 12 hour roster arrangement they will be paid at the rate of MO7 following consultation with the effected employee.

Team Leaders Environmental Services

8. The proposed new Enterprise Agreement will annualise the salaries of Team Leader Environmental Services and will appear substantially in the following form:

“Salaries shall be adjusted in the same manner as are salaries in clause 3.2 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 – 2007. The ordinary hours for employees in this group include working weekends and public holidays, and the Special Aquatic Events on Boxing Day, New Year's Eve and Australia Day). Team Leaders in Environmental Services and Environmental Service Officers' ordinary hours of work include working a 12 hour shift, 3 days on and 3 days off as detailed in the Memorandum of Understanding between the parties.”
9. As from 30 May 2005, the roster for Team Leaders in Environmental Services will be adjusted so that they will now only have 55 minutes of break time during a shift instead of 1 hour and 9 minutes. The additional 14 minutes worked is paid within the annualised salary at ordinary time, not overtime rate.

10. Mr Wayne Cartner and Mr Ray Moss will continue to receive the rate of \$77,266 as a personal salary whilst acting in the position of Team Leader. Should they be permanently appointed to the position of Team Leader, that personal salary rate will continue until it is overtaken by the rate for the position (ie MO10AA). It is anticipated that this will occur on 1 July 2005 when the rate for MO10AA becomes \$77,574 (provided the Heads of Agreement is signed). The need for this personal salary rate arrangement arises from an error that occurred in the Waterways Authority Enterprise Agreement 2001 – 2004 calculations for the rates for Team Leaders.
11. Any Team Leader other than Mr Cartner and Mr Moss, appointed on the amended roster, will be paid at the rate of \$73,873 pa (being the rate adjusted by 3% from 1/7/04). Once the Heads of Agreement is signed, the rate shall be \$74,590 pa (being the rate adjusted by 4% from 1/7/04) and the salary will be adjusted in accordance with Clause 3.2 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 – 2007.

Conditions applicable to Environmental Service Officers and Team Leaders in Environmental Services

12. The parties recognise and accept that in order for the Environmental Services roster to operate effectively, employees may only take Annual Leave in accordance with the leave roster, that is, only one employee per team on Annual Leave at any one time.
13. The parties also recognise and accept that, in order for the Environmental Services roster to operate effectively, Long Service Leave may only be granted for periods of or in excess of 9 rostered days.
14. It is the expectation of the parties that the hours worked for daily shifts, other than aquatic events, shall not exceed 12 hours. Under the new roster system there is no accruing of additional hours and no Time in Lieu may be taken. On the exceptional occasions that the number of hours on a shift exceeds 12, payment shall be in accordance with the appropriate overtime rate set out in clause 3.13.4 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 – 2007 with the hourly rate based on the grade for the position not the annualised salary i.e. MO7 not MO7AA and MO10 not MO10AA. In addition a meal allowance shall be paid in accordance with sub-paragraph (iv) of sub clause 3.13.4 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 – 2007. These overtime provisions shall form the basis of a new clause 3.13.5 in the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 – 2007.
15. It is the expectation of the parties that the hours worked for each aquatic event shall not exceed 12 hours and this figure has been used in calculating the Annualised Salary. On the exceptional occasions that this occurs payment shall be in accordance with the appropriate overtime rate set out in clause 3.13.4 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 – 2007 with the hourly rate based on the grade for the position not the annualised salary i.e. MO7 not MO7AA and MO10 not MO10AA. These overtime provisions shall form the basis of a new clause 3.13.5 in the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 – 2007.
16. When called out or back to work for an emergency, such as an oil spill, a minimum of four hours shall be paid at the appropriate overtime rate. Payment shall be in accordance with the appropriate overtime rate set out in clause 3.13.4 of the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 – 2007 with the hourly rate based on the grade for the position not the annualised salary i.e. MO7 not MO7AA and MO10 not MO10AA. These overtime provisions shall form the basis of a new clause 3.13.5 in the Waterways Authority (trading as NSW Maritime) Enterprise Agreement 2004 – 2007.
17. When an employee is sick he/she shall have an amount of 10.86 hours deducted from their Sick Leave Entitlement.
18. The current allowance for the Environmental Services Master 5 qualification is not included in the Annualised Salary.
19. Also, the First Aid Allowance which Team Leaders and Environmental Service Officers receive who were employed by NSW Maritime prior to 1 July 2001 is not included in the Annualised Salary.

- 20 The payment of the Annualised Salary is based on a financial year, however for the 2004/2005 financial year the amount will be a pro rata amount based on the date of introduction, that being 30 May 2005.
- 21 The parties agree that in normal circumstances hours of work are between 6.00 am and 6.00 pm, however in exceptional circumstances such as aquatic events, start and finish times may be varied to suit business needs, following consultation and reasonable notice. The parties may refer the application of this clause to the dispute resolution procedure, if necessary.
- 22 The parties agree to monitor the level of Sick Leave, particularly on weekends following the introduction of the new Roster Arrangements and the Annualised Salary.

Dated

for and on behalf of
The Waterways Authority (trading as NSW Maritime)

for and on behalf of
The Seamen's Union of Australia, New South Wales Branch