

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/111

**TITLE:** Waterways Authority of New South Wales Enterprise Agreement 2001-2004

**I.R.C. NO:** IRC03/1557

**DATE APPROVED/COMMENCEMENT:** 14 April 2003/ 1 August 2001

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VARIATION:** Replaces EA99/13

**GAZETTAL REFERENCE:** 13 June 2003

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees 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, and staff occupying positions above Level 19.

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

# **WATERWAYS AUTHORITY ENTERPRISE AGREEMENT 2001-2004**

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### **PART 1**

#### **APPLICATION AND OPERATION OF AGREEMENT**

##### **1.1. Agreement Title**

This Agreement shall be known as the Waterways Authority Enterprise Agreement. 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, and staff occupying positions above Level 19.

## **1.2. Parties Bound**

The parties bound by this Agreement are the Waterways Authority and the following unions:

The Australian Maritime Officers Union of New South Wales

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

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 2004. 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.

## **1.4. Objectives of This Agreement**

The parties recognise that the success of the Waterways Authority depends on a commitment by all staff to the achievement of the Authority's Corporate Plan. In this regard, this 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 the Authority is a best practice performer.

The parties to this Agreement support the Government's strategic direction towards "NSW the digital State" 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 Waterways Authority Corporate Plan and in the respective business unit plans.

The Authority re-affirms its commitment to:

Continual improvement and quality practices.

A more 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.

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

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

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

A safe, healthy and harassment free work environment.

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

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

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

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

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

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

### **1.5. Operation of This Agreement**

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

### **1.6. Definitions**

- (a) "Business Unit" shall mean a Region or Branch of the Waterways Authority.
- (b) "Staff" shall mean any persons engaged by the Waterways Authority 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.
- (c) "Employer" shall mean the Waterways Authority of New South Wales.
- (d) "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.
- (e) "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.
- (f) "PC and WM Act" shall mean the *Ports Corporation and Waterways Management Act 1995*.

- (g) "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.
- (h) "Authority" shall mean the Waterways Authority.
- (i) "Waterways" shall mean the Waterways Authority
- (j) "Weekly Rate" shall be calculated by dividing the annualised salary by 52.17857.

### **1.7. Consultative Arrangements**

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

- 1.7.1 For this purpose the Waterways Authority Consultative Committee (WACC) has been established consisting of four representatives from the Authority and four full-time union officials from the unions party to this Agreement and union workplace representatives.
- 1.7.2 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).
- 1.7.3 The Committee shall meet at least every 6 months and at other times as required.

### **1.8. Anti Discrimination**

- 1.8.1 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.
- 1.8.2 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.
- 1.8.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 1.8.4 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.
- 1.8.5 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".

### **1.9. Personnel Policies**

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

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

### **1.10. Annualised Salaries & Flexibility**

#### **1.10.1 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.

#### **1.10.2 Additional Flexible Working Practices**

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.

## **PART 2**

### **CONTRACT OF EMPLOYMENT AND RELATED MATTERS**

#### **2.1. 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 who is not engaged in shift work, however this clause shall be read in conjunction with clause 3.4. (Allowances) and 5.2. (Annual Leave).

## **2.2. Employment Security**

### **2.2.1 Business Context**

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

The Waterways Authority 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 the Authority to meet its obligations as the steward of State waters and protector of public safety and to achieve this within the requirement to be self funding and fiscally responsible, it requires an organisation with the flexibility to respond to the changes to both the external environment and to Government policy.

This will require a work force which has a wide experience base, the ability to provide a "one stop shop" service and the flexibility to respond to urgent needs or demands where and when they occur. It also requires an organisation structure more able to respond to and service the Authority's clients across the State.

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

### **2.2.2 Staffing Levels**

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

Subject to the provision(s) of applicable Government policy and guidelines all full-time or permanent part-time staff of the Authority at the time of signing this 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.

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

#### 2.2.4 Organisational Change Restructuring Process

The parties recognise that restructuring will be an ongoing requirement for improved effectiveness and viability of the Authority. It will result from a variety of factors including, but not limited to, continuous improvement, quality management and Government review. 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 3.7) 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.

### **2.3. Conditions Applicable to All Staff**

2.3.1 The ordinary hours of work shall be calculated on the basis of a 5 day week. Full-time and part-time employment shall be by the fortnight. Payment of salaries will be paid fortnightly by electronic funds transfer into a bank or other approved financial institution.

2.3.2 Temporary employment shall have the same benefits and conditions as full time employment except that the contract shall be for a fixed period. The contract may be extended by the employer, however any such extension shall not confer upon the staff any right or expectation of continuing employment beyond the period of the current contract.

2.3.3 Casual employment shall be for the current period of hiring which may be set at a week, a day or an hour. The period of hire and the method for payment shall be clearly stated at the time of engaging casual staff. 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.

- 2.3.4 The parties to this Agreement agree that work will continue to be performed as specified. The Authority will consider any unreasonable failure to meet this work requirement to be a refusal to perform duties and the Waterways Authority Performance Counselling Policy and/or the Waterways Authority Discipline Policy will be followed in such instances.
- 2.3.5 All staff are bound by the "Waterways Code of Ethics and Standard of Conduct
- 2.3.6 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.
- 2.3.7 All staff of the Authority will take all reasonable precautions necessary to maintain confidentiality and to use their best endeavours to prevent disclosure of proprietary, private or confidential information to persons not authorised to receive such information.
- 2.3.8 Full-time and part-time permanent and temporary staff shall not, without the express written permission of the Chief Executive or any other delegated officer, engage in any other employment, contract or undertaking.

#### **2.4. Termination of Employment**

- 2.4.1 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.
- 2.4.2 Notwithstanding anything contained in this Clause, the Authority will have the right to dismiss any staff member for misconduct or neglect of duty and, in such cases, salary will only be paid up to the time of dismissal.
- 2.4.3 If any staff member has given notice, or the Authority has given notice to a staff member and the staff member is absent from work during the period of notice, unless on approved leave, the staff member will be deemed to have abandoned his/her employment. In such cases the Authority will have the right to terminate the contract of employment from the last day worked.
- 2.4.4 On termination, staff are required to return all property belonging to the Authority. Each item on loan to a staff member will be identified at time of issue and the staff member will be responsible for ensuring that those items are returned prior to the staff member leaving the service of the Authority. Staff may be required to compensate the Authority for property which is not returned.

#### **2.5. Conditions Applicable to Boating Service Officers (BSO's)**

- 2.5.1 The provisions of this Clause wholly replace the provisions of the MSB Marine and Port Services Award and the Memorandum of Understanding (Operations Agreement).
- 2.5.2 Provision of Services
- (i) The Waterways Authority is committed to provide efficient and effective services to the users of the State's waterways. This will require the capability and willingness of BSO's to work at times and in areas which best serve the needs of the Authority and its customers. In order to provide optimum services it is accepted that full staffing will be required on the October long weekend, December and January and over the Easter school holidays.
- (ii) The parties agree to maintain, where necessary, an on call capability to deal with emergencies or other 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.

The salary for Boating Service Officers shall include an allowance in lieu of weekend and public holiday penalties. This allowance shall count for superannuation purposes.

The allowance is only payable when an officer is routinely working weekends and public holidays. Other than for agreed periods when weekend work is not required and periods of recreational or long service leave, the allowance shall cease to be paid if for any reason the officer reverts to working Monday to Friday.

### 2.5.3 Fitness for Duty

- (i) It shall be a condition of employment that Boating Service Officers will continue to maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of BSO's 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 the Waterways Occupational Health Physician, or by other similarly qualified practitioners nominated by the Waterways Authority.
- (iii) The ongoing standard of fitness required of BSO's will be determined as required by the Waterways Occupational Health Physician having regard to the nature of the job and the circumstances under which it is performed.
- (iv) An officer who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of fitness required. Subsequently, an officer who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness, will be rehabilitated to another position in accordance with the Waterways Rehabilitation and Selected Duties Policy.
- (v) An officer who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, shall be referred to his/her personal doctor for further investigation. Henceforth any additional costs incurred by the officer, for the purpose of re-gaining the required level of fitness, will be the responsibility of the officer concerned.
- (vi) 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.

### 2.5.4 Transfers

The procedures for BSO Transfers are set out in the Waterways Authority "BSO Transfer Procedures" document.

## **2.6. Hours of Work**

### 2.6.1 Hours of Work

- (i) Hours of work within this Agreement will be arranged to take into consideration the specific business needs of the Authority 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 the Authority 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 can not be reached the needs of the organisation must prevail and managers will therefore determine starting and ceasing times. Once starting and

ceasing times have been established reasonable notice will be given (normally 5 calendar days) of any changes required.

- (iv) The working of additional hours within the spread of hours will be by reasonable notice from management.

#### 2.6.2 Ordinary Hours - 35 Hour per week Staff

- (i) Hours of work will be an average 35 hours over a cycle of four, eight or twelve weeks to be determined by each Branch of the Authority.
- (ii) The contract hours shall be:
  - 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
- (iii) Ordinary hours worked Monday to Friday will be worked between 7:00am and 7:00pm
- (iv) Ordinary hours will exclude the meal breaks, which will be a minimum of 30 minutes and will be taken subject to operational requirements. Time taken for a meal break will not count as hours worked.
- (v) 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.

#### 2.6.3 Ordinary Hours - 38 Hour per week Staff

- (i) Hours of work will be an average of 38 hours per week over four, eight or twelve weeks on any day Monday to Friday to be determined by each Business Unit.
- (ii) The contract hours shall be:
  - 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) Ordinary hours worked on any one day (Monday to Friday) shall be worked between 6:00am and 6:00pm
- (iv) 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.
- (v) 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.

#### 2.6.4 Ordinary Hours - Boating Service Officers (BSO's)

The BSO's role is principally a day work job. 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 that 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 longer or shorter days and/or taking time in lieu.

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

- (ii) The contract hours shall be:
  - 152 hours in a four- week cycle
  - 304 hours in an eight- week cycle
  - 456 hours in a twelve- week cycle
- (iii) A meal break will be taken not more than five hours after commencing and shall be a minimum of 30 minutes and will not count as hours worked.
- (iv) Boating Service Officers are required to work at times and in areas which best serve the needs of the Authority and its customers, and to attend for duty and perform any functions deemed to be within the scope of the position. This will require BSOs and their managers working together to arrange their hours and starting and ceasing times which best meet these needs.
- (v) Rosters for Boating Service Officers include Saturday, Sunday and Public Holidays as normal working days. Rosters will include two consecutive days off after working 5 days in lieu of Saturday and Sunday, except in the case of a call out for a designated emergency or as otherwise agreed between the BSO and supervisor/manager. If a rostered day off (RDO) falls on a public holiday then an alternative RDO shall be taken.
- (vi) Rosters shall include 10 weekends or the equivalent 20 weekend days between the end of the Easter holiday and the start of the October long weekend in which BSO's are not rostered for duty.
- (vii) Additional hours worked by BSO's are to be taken as time in lieu at an agreed time on the basis of one hour for each additional hour worked. If at settlement at the end of the period it is apparent that operational requirements prevent some or all of the additional time being taken as time in lieu, additional hours may be paid out at ordinary time.
- (viii) A reasonable number of additional hours shall be worked to accommodate the functions of the Authority. These functions include, but are not limited to, night patrols, licence seminars and the attendance at user group meetings.
- (ix) Where additional hours are required to be worked, and are considered by the staff member to be excessive, the work will be performed and any grievance pursued in accordance with the Grievance Handling Procedures in Part 8 of this Agreement.
- (x) Notwithstanding any other provision of this Clause a BSO and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the needs of the business unit and the contract hours are worked within the cycle.

#### 2.6.5 Ordinary Hours-Team Leaders, Environmental Services

- (i) The ordinary hours of employment shall be no more than 40 hours per week averaged over a 52 week period.
- (ii) The Team Leaders in the Harbour Cleaning Service shall work a 12 hour roster based on a 3 day on 3 day off system.
- (iii) The hours of work are 6:00am to 6:00pm Monday to Sunday.

#### 2.6.6 Ordinary Hours - Regional Managers

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

- (i) Hours of work will be an average of 35 hours per week over a cycle of four, eight or twelve weeks on any day Monday to Sunday (inclusive) to be determined by each business unit.

- (ii) The contract hours shall be:
  - 140 hours in a four- week cycle
  - 280 hours in an eight- week cycle
  - 420 hours in a twelve- week cycle
- (iii) Ordinary hours worked on any day Monday to Sunday will be worked between 7:00am and 7:00pm
- (iv) Ordinary hours will exclude the meal breaks, which will be a minimum of 30 minutes, and taken subject to operational requirements. Time taken for meal breaks will not count as hours worked.
- (v) A reasonable number of additional hours shall be worked to accommodate the needs of the business unit.
- (vi) Notwithstanding any other provisions of this Clause a staff member and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the need of the business unit and the contract hours are worked within the cycle.

#### 2.6.7 Ordinary Hours - Harbour Master, Marine Pilots, Yamba and Eden

##### Hours of Work

- (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 3.13, Overtime, will not apply to the Harbour Master/Marine Pilots at Eden and Yamba and employees previously covered by the Maritime Services Board (Marine and Port Services) Award published 20 December 1991 (266 I.G. 868), as varied.

##### Hours of Work - Employees previously covered by the Maritime Services Board (Marine and Port Services) Award:

- (i) The ordinary hours of employment shall be no more than 38 hours per week averaged over a 52-week period.
- (ii) Hours - employees will work as a team being allocated to duties by the supervisor at times according to rosters and will perform additional periods of duty as required by the supervisor, for instance, to complete tasks already commenced. A break of 45 minutes shall be allowed between the fourth and fifth and eighth and ninth hour after the commencement of work and a break of 45 minutes duration between each fourth and fifth hour thereafter.
- (iii) Additional Hours - Additional Hours shall be performed as required by the appropriate supervisor; however, an exhaustion break shall apply after 18 continuous hours inclusive of meal breaks in all circumstances.
- (iv) Necessary overtime and additional hours required to be worked to meet work demands have been fully comprehended in the aggregate wage.

- (v) An employee who works so many additional hours between the termination of work on one day and the commencement of work on the next day, that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such additional hours until that employee has had ten consecutive hours of duty without loss of pay for ordinary work time occurring during such absence.
- (vi) No separate payment shall be made for additional hours worked.

#### 2.6.8 Additional Hours

The provisions of this Clause do not apply to the positions of Team Leaders in Environmental Services as a result of the introduction of a 12 hour daily shift, 3 days on / 3days off roster and aggregate wage arrangement.

- (i) The working and/or accruing of additional hours shall only be with the agreement of the supervisor/manager.
- (ii) Based on a four week cycle, hours worked in addition to the contract 140 hours, up to a maximum of 161 hours be taken at a mutually convenient time, as time off in lieu. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. In circumstances where operational requirements do not allow for time off in lieu, payment at ordinary time may be made.
- (iii) Hours worked in addition to the contract hours in excess of 21 hours in a four week cycle are paid at time and one half up to 28 hours and double time thereafter or alternatively, by agreement, taken as time off in lieu at ordinary time.
- (iv) 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.
- (v) An employee who works so many additional hours between the termination of work on one day and the commencement of work on the next day that the employee has not had at least ten consecutive hours off duty between those times, shall, subject to this subclause, be released after completion of such additional hours until that employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (vi) 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.

### 2.7. Relieving

- 2.7.1 There shall be no restrictions (with the exception of medical) on any staff performing any duties in their grade or lower grades so long as they possess the appropriate knowledge skills and experience, accreditation or licence(s) (where applicable).
- 2.7.2 Nothing within this Clause is intended to replace staff working at a lower level with those at a higher level.
- 2.7.3 Where the exercise of higher level duties occurs on a regular basis and they form a significant part of the staff member's work, the staff member is entitled to seek payment for higher duties.
- 2.7.4 On the first occasion of relief in a position, the first five days are developmental and will not be paid at a higher rate. This development phase only applies once, 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.

2.7.5 Provided a staff member has satisfactorily completed a developmental period any further instances of relief will be paid provided that the period of relief is for 5 or more days except for designated operational positions which shall be paid relief on an occurrence basis.

2.7.6 For any period of relief coming within the provisions of this clause during which the staff member does not perform the whole of the duties the allowance to be paid will be determined by the appropriate manager.

## **2.8. Training & Development**

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

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

## **2.9. Selection Committees**

2.9.1 Selection committees will consist of two or more persons:

a suitably trained person nominated by the work team or group;

a person with supervisory or team leadership responsibility for the vacant position; and/or

a person nominated by the Authority;

all of whom are trained and skilled in interview and selection techniques and have undertaken approved training or refresher training in the previous four years.

2.9.2 As a general rule:

at least one of the members should be a woman and at least one should be a man;

members should be above the level of the position; and

one person nominated by the Authority should be from outside the work team or group or Business Unit.

2.9.3 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.

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

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



## PART 3:

### SALARIES AND RELATED MATTERS

#### 3.1. 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 ..... 2002 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.

#### 3.2. Remuneration Model

This clause must be read in conjunction with Clause 4.1.

Salary increases for the duration of the Agreement will be:

- 3% of the base salary structure from 1 July 2001
- 3% of the base salary structure from 1 July 2002
- 3% of the base salary structure from 1 July 2003

#### 3.3. Salary Rates

3.3.1 The following Waterways Officer salary scale applies to employees of the Authority except for those specified in Clause 3.3.2 effective from July 1 2002.

WATERWAYS OFFICER LEVEL	SALARY RATES
1	29,911
2	32,729
3	38,000
4	39,792
5	42,785
6	44,803
7	48,168
8	50,438
9	54,222
10	56,782
11	61,042
12	63,917
13	68,712
14	71,944
15	77,338
16	80,978
17	87,040
18	90,368
19	93,770

3.3.2 The following salary scale shall apply to the positions specified below from 1 July 2002 and are a result of the integration of the former Maritime Assets Division, now the Maritime Property and Assets Division, into the Waterways Authority. The salary scale applies until the position falls vacant or is redesigned, at which time the position will be placed at a salary point on the Waterways Officer scale.

Category	Grade	Salary Rates	Excellence
Ministry Officer	4	41,368	43,064
Ministry Officer	5	44,477	45,875
Ministry Officer	6	46,574	48,483
Ministry Officer	7	50,072	51,649

Ministry Officer	8	52,433	54,577
Ministry Officer	9	56,366	58,139
Ministry Officer	10	59,025	61,441
Ministry Officer	11	63,455	65,450
Ministry Officer	12	66,445	69,160
Ministry Officer	13	71,427	73,669
Ministry Officer	14	74,789	77,843
Ministry Officer	15	80,395	82,915
Ministry Officer	16	84,176	87,606
Ministry Officer	17	90,479	92,787
Ministry Officer	18	93,940	97,476

Maritime Property and Assets Division:

Manager Port Access  
 Business Analyst  
 General Counsel  
 Administrative Support Officer  
 Property Planner (temp)  
 Environmental Planner  
 Property Planner  
 Environmental Officer (temp part-time)  
 Manager Property Planning  
 Statutory Planner  
 Project Planner  
 Manager Ports and Projects  
 Field Services Manager  
 Project Officer (temp part-time)  
 Executive Assistant

Corporate and Business Services Division:

Finance Manager  
 Organisational Development Manager  
 Senior Client Service Officer  
 Finance Officer (2 positions)  
 Accounts Officer  
 Executive Assistant  
 Records Officer (Commercial Assets)

Operations Division:

Harbour Master/Marine Pilot - Eden  
 Harbour Master/Marine Pilot - Yamba  
 Port Services Officer  
 Deckhand (casuals part-time)

3.3.3 Harbour Master/Marine Pilots at Eden & Yamba

The Harbour Master/Marine Pilots at Eden and Yamba will be paid aggregate salaries of \$96,820.00 pa from 1 July 2002 with further salary increases in accordance with Part 3 of the Enterprise Agreement.

### 3.3.4 Salary Rates for Personal Salaries:

Those staff in receipt of personal salaries shall be paid in accordance with the following schedule:

New Level	Rate
5.1	43,457
5.2	44,133
7.1	49,682
8.1	51,196
8.2	52,707
9.1	55,074
9.2	55,929
11.1	62,000
13.1	69,789
16.1	82,187
17.1	89,260

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

## 3.4. Allowances

### 3.4.1 Allowances Paid to Managers:

- (a) The salary for Regional Managers shall include an aggregated wage component (which is indexed and superable) covering all incidents of employment including excess hours, time in lieu, overtime and weekend & public holiday penalties.
- (b) The salary for Managers other than Regional Managers shall include an aggregated wage component (which is indexed and superable) covering all incidents of employment including excess hours, overtime, time in lieu and weekend & public holiday penalties.

3.4.2 Positions at Salary level WO 17/MO 17 and above in the salary structures, which are not subject to other additional allowances, will be able to utilise this employment benefit provided hours worked continue to be equal to or in excess of an average 161 hours per four week period.

The allowance will be reviewed annually and where the hours worked do not meet the above criteria, the allowance may be withdrawn.

### 3.4.3 Environmental Services

- (a) The salary for Team Leaders in Environmental Services, Sydney Region shall include an aggregated wage component ( which is indexed and superable) covering compensation for a compulsory 12 hour daily shift roster with 3 days on /3 days off ( including public holidays ), the special aquatic events on Boxing Day, New Year's Eve and Australia Day. The Memorandum of Understanding between the parties details these arrangements.
- (b) The salary for Environmental Services Officers shall include an aggregated wage component (which is indexed and superable) covering compensation for a compulsory week end roster and the special aquatic events on Boxing Day, New Year's Eve and Australia Day. The Memorandum of Understanding between the parties details these arrangements.

3.4.4 Schedule of shift allowances, weekend & public holiday penalties and other allowances not included in annualised salaries. The allowances in this Clause shall be adjusted in the same manner as are salaries in Clause 3.2 other than the First Aid Allowance and Community Language Allowance, which are set by the NSW Premiers Department and the Caravan and Tent Allowance.

Classification	Description	\$ per annum
Regional Managers	Aggregate Wage Allowance covering all incidents of employment	13,142
Boating Service Officers	Weekend & Public Holiday Penalties	12,674
Managers other than Regional Managers and positions at or above WO 17 or MO 17	Aggregate Wage Allowance covering all incidents of employment	9,557
Marine Safety Officers		Under negotiation
Team Leaders Environmental Services	Aggregate Wage allowance covering compensation for 12 daily hour shifts on a 3days on/3 days off system, all Public Holidays including those on the same day as the 3 Special Aquatic Events on Boxing Day, New Year's Eve and Australia Day and all overtime	16,049
Environmental Services Officers	Aggregate Wage allowance covering compensation for the compulsory week end roster and 3 Special Aquatic Events on Boxing Day, New Year's Eve and Australia Day.	7,778
Finance Manager C&BS	Allowance for additional MMHC responsibilities	To SES Level One
Community Language (CLAS)	Interpreter Services	812
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
First Aid Officers	Designated First Aid Officer responsible for a First Aid Kit in a workplace of 25 or more people	520
Senior First Aid Officer	Employee designated in charge of First Aid Room. NB. Allowance not available where a First Aid qualification is part of an essential job requirement, eg. AMSA Certificate, Coxswains Certificate.	794

### 3.5. Related Issues

- 3.5.1 A staff member's personal salary together with shift allowances and weekend penalties, where appropriate, will form the salary for superannuation purposes and for payment of all leave entitlements including termination.
- 3.5.2 Severance payments and overtime are to be calculated exclusive of shift allowances and weekend penalties other than for those staff who have an annualised salary, which includes an aggregation of overtime and shift allowances.
- 3.5.3 The shift component, where applicable, is expressed as a separate payment in Sub Clause 3.4.4 above.
- 3.5.4 Where working conditions components such as overtime and/or additional hours payments are aggregated into an annualised salary which is recognised for the purposes of superannuation, the outcome shall be cost neutral to the Authority.

### **3.6. Deflator**

Cost neutrality is achieved by applying a deflator of .83. 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 .83 shall apply unless any other deflator is agreed between the parties.

### **3.7. Merit Breaks**

Merit (that is advertising and merit selection) will be the basis for promotion between Waterways Officer levels 2 and 3, 4 and 5, 6 and 7, 8 and 9, 10 and 11, 12 and 13, 14 and 15, 16 and 17 and all Maritime Officer Levels.

### **3.8. 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.

### **3.9. Deductions from Salary**

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

### **3.10. Novated Leases**

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

### **3.11. Salary Packaging - Superannuation**

The Authority provides pre-tax superannuation provisions in accordance with Waterways Authority policy , State Government guidelines and ATO Ruling TR 2001/DG.

### **3.12. Use of Authority Vehicles**

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

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

### **3.13. Overtime**

3.13.1 The provisions of this clause will not apply to the positions previously covered by the currently titled MSB (Marine and Port Services) Award, nor to the Harbour Masters/Marine Pilots at Eden and Yamba.

3.13.2 The following overtime provisions will apply to staff who work overtime as described in Clause 2.6 Hours of Work. That is, outside the span of hours for the position, except for Regional Managers and other Managers see Cause 3.4.1.

3.13.3 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.

#### 3.13.4 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.

NB: Team Leaders in Environmental Services are only eligible for the payment of overtime for hours worked in excess of 12 hours for the special aquatic events of Boxing Day, New Year's Eve and Australia Day.

## **PART 4**

### **ORGANISATIONAL MEASURES**

#### **4.1. 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.

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

The parties are committed to ensure the successful introduction and 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.

#### **4.2. Organisational Measures**

4.2.1 Time lost due to sickness and workplace accidents - 5 days per employee p.a.

4.2.2 Time lost due to industrial disputes - Nil p.a.

4.2.3 Annual Leave Accruals

Staff with annual leave balance of more than 30 days as at 1 July 2001 are to reduce the balance to 35 days by 30 June 2002 and then to 30 days by 30 June 2003.

In the case of part-time employees, they must reduce their annual leave to the pro-rata equivalent of the targets in the above sub paragraph based on the numbers of hours they work per week.

The Parties agree that the maximum annual leave balance shall be no more than 30 days (or pro-rata equivalent for part-timers) at the employee's anniversary date. 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

By 30 September each year the Chief Executive will prepare a report detailing progress against the annual targets for the reduction of leave balances and this report will be discussed by the Waterways Authority Consultative Committee.

#### 4.2.4. Continual Improvement Program

For the period 1 July 2001 to 30 June 2003 the measures for the continual improvement program shall be:

- (a) Undertake a Guided Self-Assessment by 30 June 2003
- (b) Measure re Data, Information and Management:

Review the relevance and integrity of the statistical data collected by Waterways with a view to a fully integrated database. The first phase is the introduction of a new methodology outlining the rationale and the frequency of the collection of statistical data from 1 July 2002.

- c) Measure re Process Improvement:

Areas for documentation and review in 2001/2002:

100% of those areas of duplication/overlap identified by the Functional Review and other critical processes as identified by Executive Management.

At commencement of each financial year, the organisational measures for the continual improvement program will be reviewed for the following 12 months, following discussions with the Waterways Authority Consultative Committee.

## **PART 5**

### **LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **5.1. 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.

#### **5.2. Annual Leave**

5.2.1 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 - 192 hours per annum
- (iv) Harbour Master/Marine Pilots at Eden and Yamba and employees previously covered by the Maritime Services Board (Marine and Port Services) Award are entitled to five weeks paid leave for each completed year of service.

- 5.2.2 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.
- 5.2.3 Individual requests to accrue in excess of 30 days Annual Leave will be considered on a case by case basis.
- 5.2.4 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.
- 5.2.5 Staff on Day Work will be debited for each working day absent exclusive of Public Holidays.

### **5.3. Long Service Leave**

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

Period of Service	Accrual
After ten years of service	44 working days
For every further completed year of service	11 working days

Leave Without Pay does not count for service for the purpose of Long Service Leave.

- 5.3.2 Staff engaged on Day Work will be debited for each working day absent exclusive of Public Holidays.
- 5.3.3 Salary will be paid at the rate specified in accordance with the Long Service Leave Act.
- 5.3.4 The taking of accrued leave on half pay is not entitlement but a concession available only on an approved basis.

### **5.4. 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.

- 5.4.1 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.
- 5.4.2 Where illness occurs, Sick Leave may be available as required. Each individual case shall be reviewed in accordance with the following procedures:
- 5.4.3 It is the staff member's responsibility to report his/her inability to attend work in order to qualify for payment
- 5.4.4 Where a staff member is unable to report for work through illness, this will be reported to the supervisor/team leader within one hour of the normal commencement time. In the case of Shift Workers, where practical, notification will be made prior to the finish of the previous shift. Approval for payment of Sick Leave will be made by the delegated manager
- 5.4.5 Documented medical evidence and/or a medical examination by a medical practitioner will be necessary where required by the Authority. 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.
- 5.4.6 In the case of long term illness, the continuation of paid Sick Leave will be determined on a case by case basis.



5.4.7 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.

#### **5.5. 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 de facto 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".

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

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

5.5.6 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.

#### **5.6. Special Leave**

5.6.1 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.

5.6.2 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.

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

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

#### **5.7. Maternity Leave**

5.7.1 Women employed by the Authority who have completed at least forty weeks continuous service either with the Authority or with an organisation listed in the Schedule to the Transferred Officers Extended Leave Act 1961, prior to commencement of Maternity Leave shall be granted paid Maternity Leave on full pay for 9 weeks from the date Maternity Leave commences. Maternity Leave may commence up to 9 weeks prior to the expected date of birth as indicated on the medical certificate furnished with the application for Maternity Leave.

5.7.2 Payment for Maternity Leave may be on a normal fortnightly basis; or in advance in a lump sum; or at a rate of half pay over a period of 18 weeks on a regular fortnightly basis.

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

5.7.4 Staff who have been granted Annual and/or Long Service Leave in respect of any period subsequently allowed as paid Maternity Leave shall be re-accredited with such Annual and/or Long Service Leave.

5.7.5 A woman employed by the Authority who adopts a child is entitled to 3 weeks leave at full pay on and from the date of taking leave subject to completing 40 weeks continuous service as detailed above. She may be paid on a normal fortnightly basis, in advance in a lump sum, or at the rate of half pay over a period of 6 weeks on a regular fortnightly basis.

### **5.8. Paternity Leave**

Men employed by the Authority may apply for unpaid Paternity Leave in terms of the *Industrial Relations Act 1996*.

### **5.9. Child Care**

The Authority agrees to provide assistance with the cost of child care fees up to the value of \$250.00 pa per employee where the employee's children are in registered/approved child care facilities (i.e. long day care and vacation care)

### **5.10. 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 the Authority as a whole.
- (iii) Leave granted for trade union training will count as service for all purposes.
- (iv) Expenses associated with attendance at such courses or seminars will be met by the staff member concerned but leave may include travelling time necessarily required during working hours to attend such courses or seminars.
- (v) Applications for leave must be accompanied by a statement from the union that it has nominated the staff member concerned for such course or seminar and supports the application.

### **5.11. Leave Without Pay**

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

5.11.2 Each application for leave without pay shall be considered by the relevant delegated manager on its merits, taking into account the wishes of the staff and the requirements of the business unit. Leave without pay shall only be granted if business needs can be accommodated during the period of leave proposed.

5.11.3 In granting of leave without pay the Authority will use its discretion as to whether relieving arrangements will be invoked to cover such absences.

5.11.4 Long Service Leave shall not accrue during periods of leave without pay.

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

## **5.12. Public Holidays**

- 5.12.1 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.
- 5.12.2 Subject to the provisions of subclause 5.12.3 there shall be no deduction of pay for public holidays not worked.
- 5.12.3 Staff who absent themselves from duty without approval from a delegated manager on the working day prior to and/or the working day following any public holiday shall not be entitled to receive payment for such holiday.

## **PART 6**

### **WORKPLACE REPRESENTATIVES**

#### **6.1. Roles and Responsibilities**

The role and responsibilities of union workplace representatives, and the mutual understandings of the Authority and unions regarding union delegates, are set out below:

- 6.1.1 Delegates are empowered to act in an official capacity for and on behalf of their union in accordance with its rules.
- 6.1.2 It is fundamental that delegates are staff of the Waterways Authority and that their prime responsibility and duty is as staff. Their activities on union business must not be inconsistent with their contract of employment.
- 6.1.3 On election/nomination of a member as a delegate, the Authority expects the union concerned to notify it in writing addressed to the Human Resources Manager advising the following information:
- (i) New delegate's name.
  - (ii) Name of delegate replaced, new or additional position.
  - (iii) Work location and telephone contact number.
  - (iv) Work group that the delegate is responsible for.
- 6.1.4 Upon receipt of a notification including the information outlined in Clause 6.1.3 above, the Authority recognises delegates as in Clause 6.1.1.
- 6.1.5 This recognition supports the legitimate part played by delegates in operations of the union in its dealings with the Authority and involves activities such as:
- (i) Advising members on the best way to deal with particular problems in their individual cases (such as pay queries, leave matters, errors in entitlements). Assistance in these cases would generally be available through supervisors or personnel in the payroll or human resources areas.
  - (ii) Presenting complaints or concerns of the work group which the delegate is responsible for to the supervisor. In doing so, the delegate is expected to be aware of and follow the Grievance Handling and Dispute Resolution Guidelines detailed in Part 8 of this Agreement
  - (iii) Attending meetings or conferences called by their union(s), Peak Councils or the Authority.
  - (iv) Attending proceedings at the Industrial Relations Commission when required as a witness or to assist the union advocate.

- 6.1.6 Delegates must obtain prior approval from their supervisors to attend meetings and conferences (as set out in Clause 6.1.5 above).
- 6.1.7 The Authority is not under any obligation to pay its delegates whilst they attend to union business, however in line with the spirit inherent in recognition of the role of delegates, the Authority is prepared to pay where 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) The Authority considers that the request is reasonable and leads to more constructive staff relations.
  - (iii) For proceedings at the Industrial Relations Commission, assistance to a Union Advocate is limited to no more than two delegates on each occasion.
- 6.1.8 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. The Authority will be provided with an attendance list of meetings. In exceptional circumstances, the parties agree the above procedures may be waived.
- 6.1.9 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 the Authority, 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 Waterways Authority Disciplinary Procedures or other appropriate action.
- 6.1.10 The Authority reserves the right to notify the relevant union should it consider a recognised delegate is abusing any privilege extended to the delegate.
- 6.1.11 Trade Union Training Leave - refer to Part 5 Clause 5.10 of this Agreement

## **PART 7**

### **WORK ENVIRONMENT**

#### **7.1. Authority's Commitment to Occupational Health and Safety**

7.1.1 The Authority is committed to maintaining an accident-free and healthy workplace.

This will be achieved by:

Implementation of appropriate health and safety procedures;

Appropriate management practices;

The active and constructive involvement of all staff; and

Management and staff participation on Safety Committees.

7.1.2 At all times the Authority and staff will comply with the *Occupational Health and Safety Act 2000*.

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

## **7.2. Management Responsibility**

- 7.2.1 The Authority shall ensure a safe system of work as a legal obligation thus setting examples to encourage safe practices and methods.
- 7.2.2 Each workplace and its environment must be established and maintained in a safe condition without risk to health.
- 7.2.3 Machinery, plant and equipment must be safe and without risks when properly used and must be maintained in that condition.
- 7.2.4 Each work activity must be assessed to determine a safe method of operation.
- 7.2.5 Procedures need to be documented in the form of a job instruction and reviewed periodically in the light of experience or changed circumstances.
- 7.2.6 Exposure to harmful chemical and physical agents is in accordance with the specifications laid down by an approved authority and monitored to ensure compliance with specifications.
- 7.2.7 Approved protective clothing and equipment is provided and instruction given on its use, maintenance and storage.
- 7.2.8 Arrangements are made for monitoring all accident/injury and work related ill-health and appropriate corrective action taken to prevent a recurrence.
- 7.2.9 All staff are instructed in correct work practice for the work being performed.

## **7.3. Individual Responsibility**

- 7.3.1 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.
- 7.3.2 Observe all instructions issued to protect safety and the safety of others.
- 7.3.3 Ensure all safeguards and protective equipment provided for safety purposes are utilised accordingly.
- 7.3.4 Advise the supervisor of any hazards or deviation from safe working practices at the workplace.
- 7.3.5 Not interfere with or render inactive any safeguard or protective equipment provided for safety purposes, except when necessary as part of an approved maintenance procedure.

## **7.4. Clothing and Personal Protective Equipment**

- 7.4.1 To ensure the safety of staff, protective clothing and personal protective equipment will be issued according to exposure to hazards and risks which exist in the workplace. Where it is determined that a protective clothing issue will be made, replacement will be on the basis of condemnation.
- 7.4.2 Where a staff member is issued with protective clothing that clothing must be worn on duty except when a specific exemption has been allowed by the staff member's supervisor. 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.
- 7.4.3 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.

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

### **7.5. 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.

### **7.6. Harassment Free Workplace**

- 7.6.1 The Authority is committed to ensuring that staff work in an environment free of harassment.
- 7.6.2 Harassment is any repeated uninvited or unwelcome behaviour directed at or about another person. The effect of harassment is to offend, annoy, or intimidate another person and to make the workplace uncomfortable and unpleasant.
- 7.6.3 Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 7.6.4 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 the Authority.
- 7.6.5 Managers and supervisors shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace, and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 7.6.6 All staff are required to refrain from perpetrating, or being a party to, any form of harassment.

## **PART 8**

### **GRIEVANCE HANDLING AND DISPUTE RESOLUTION**

#### **8.1. 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.

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

That is why Waterways 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 Waterways has policies on Prevention of Harassment and the Code of Ethics and Standard of Conduct. These policies set standards of behaviour for everyone at Waterways. You can find copies of these policies on the Human Resources web site in the "Information for Staff" 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.

## **8.2. Important Points About Our Grievance Procedure**

### **8.2.1 Easy to use**

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

### **8.2.2 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.

### **8.2.3 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.

### **8.2.4 Sensitive**

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

### **8.2.5 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.

### **8.2.6 Sorted out with a minimum of fuss**

Waterways' 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.

### **8.2.7 Timely**

Waterways' aims to deal with all grievances as quickly as possible.

## **8.3. 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 HR Manager, 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 Human Resources, 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.

## **8.4. 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.

8.4.1 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 Human Resources Manager. That person will talk with you and then continue the process as described below.

8.4.2 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.

8.4.3 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.

## **8.5. What Are the Possible Outcomes?**

8.5.1 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 Human Resources. Only senior managers and Human Resources staff will have access to this, and only when necessary.

8.5.2 Mediation

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

8.5.3 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, Waterways may decide to:

monitor the people involved

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

8.5.4 Disciplinary action

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



#### 8.5.5 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 Human Resources Manager immediately.

### 8.6. Formal Advice

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

### 8.7. 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.

### 8.8. 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 Human Resources 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

APESMA  
Phil Marchionni  
(02) 9264 9500

ASU  
Anne Milson  
(02) 9310 4000

MUA  
Robert Coombs or Sean Chaffer  
(02) 9264 5024

Workplace Counsellor

Russel Avery  
1800 337 068

NSW Anti-Discrimination Board

Level 4  
181 Lawson St  
REDFERN 2016  
ph (02) 9318 5400  
fax (02) 9310 2235  
\* TTY (02) 9310 2376

Wollongong Gov't Offices  
84 Crown St  
WOLLONGONG 2500  
ph (02) 4226 8190  
fax (02) 4226 1190  
TTY (02) 4229 4143

3rd Floor  
400 Hunter St  
NEWCASTLE 2300  
ph (02) 4926 4300  
fax (02) 4926 1376  
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>

### 8.9. Summary of Steps to Follow If You Have a Grievance

	What to do	When
Step 1	<p>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.</p> <p>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 HR Manager who will advise the Chief Executive, so that other arrangements may be made).</p>	<p>Do this as soon as possible</p> <p>Immediately</p>
Step 2	<p>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, then talk to an appropriate person.  (Appropriate persons may include your supervisor or manager, Human Resources Manager, Employee Development Manager, union delegates or officials, the spokeswomen or the Employee Assistance program (EAP) staff counsellor.)  Note: If necessary Waterways will arrange and pay for the cost of an interpreter</p>	<p>Do this as soon as possible  These individuals must speak with you as soon as they can and preferably on the same day you ask to see them</p>
Step 3	<p>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 HR team.</p>	<p>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.</p>
Step 4	<p>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 Human Resources Manager or Employee Development Manager.</p>	<p>Do this as soon as possible  Waterways aims to have any concerns sorted out as quickly as possible</p>
Step 5	<p>If you are still unhappy, you can get advice from any relevant external agency, for example:  Your union  The NSW Anti-Discrimination Board</p>	<p>Do this as soon as possible.  Each agency will tell you their time limits  Contact numbers in Section 6.</p>

### 8.10. Dispute Resolution Procedures

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

### 8.10.1 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.

### 8.10.2 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 Human Resources Manager 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 Human Resources Manager.

#### Step 3

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

#### Step 4

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

## **8.11. Keeping Records Relating to the Dispute**

A copy of the papers that relate to the dispute should be sent to the Human Resources Manager with the originals retained at the local level for a reasonable period. The supervisor or manager should ensure the papers are secured and Human Resources 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.

## **PART 9**

### **JOB REDESIGN AND WATERWAYS JOB EVALUATION SYSTEM**

#### **9.1. Criteria for Job Redesign**

9.1.1 The design of existing jobs in the Authority may occur according to changing business needs and as a result of a review by the Premier's Department as a consequence of becoming a declared Authority. The process may be activated by the employer, staff or union, but must take into account the recency of the previous design and evaluation of the position.

9.1.2 The purpose of job redesign is to identify the competencies required to fulfil the objectives of the Corporate and Business Plans. The competencies will then be grouped into jobs.

9.1.3 Job re-design (and subsequent job-evaluation) may be activated outside any organisational change in the following circumstances:

where the incumbent can demonstrate that the duties of the position have substantially changed

where a new position is created

where a position falls vacant and the Authority determines that it is necessary to re-design and/or evaluate the position prior to advertising the vacancy

9.1.4 The work value of re-designed positions will be evaluated using an accredited Job Evaluation System.

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

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

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

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

## **9.3. Overview of Job Evaluation System**

9.3.1 Review of the System - The parties agree to review the operation of the current job evaluation system with a view to introducing a new system before 30 June 2003.

9.3.2 The Job Evaluation System shall be used to determine the appropriate remuneration level that the position will occupy i.e. levels 1 to 19.

9.3.3 This Clause must be read in conjunction with sub-clause 9.3.1 of this Clause. The Job Evaluation System in operation at the time of the signing of this Agreement is the Organisation Consulting Resources (OCR) methodology. The System contains four broad factor headings. Each of the factors is multi-faceted, combining a number of specific sub-elements required to fully assess the nature and scope of each position. The four broad factors are:

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

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

## 9.4. Job Evaluation Program

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

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

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

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

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

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

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

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

### 9.4.2 Interpolation to Remuneration Structure

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

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

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

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

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

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

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

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

#### 9.4.4 Merit Based Promotion

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

## **PART 10**

### **PERFORMANCE MANAGEMENT SYSTEM**

#### **10.1. Performance Management System**

10.1.1 The performance management system operating within the Authority is contained at Appendix A.

10.1.2 The Authority is committed to the continued development and maintenance of a performance-based culture and the effective utilisation of the team-based performance management system. To this end, the parties agree to implement a revised team based Performance Management System in the 2001/2002 financial year.

10.1.3 The Authority will continue to discuss the possible introduction of an Individual Performance Management System in accordance with the statement of Deputy President Sams on 14 May 2002 in IRC 02/2500, that is:

#### STATEMENT

" In this matter the Commission has chaired conferences with the parties and issues the following statement which was negotiated during the conferences.

1. The Heads of Agreement document dated 4 January 2002, as already agreed, is to be signed by the parties.
2. The second paragraph in Clause 10 of the Heads of Agreement is agreed, having regard to the following:
  - a) The principles of any Individual Performance Management System will be the subject of discussion as per the Heads of Agreement document, Version 3, of 7 November 2001.

- b) The matter of timing is to be the subject of further negotiations and, if required, conciliation proceedings in the Commission.
- c) This issue is related to those groups WO 14 and above and specialist technical groups.
- d) Those Unions who wish to be involved will be included in the negotiations referred to above."

for and on behalf of  
The Waterways Authority

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

for and on behalf of  
The Association of Professional Engineers, Scientists and Managers, Australia (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