

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/114

TITLE: Sydney Pilot Service Launch Crew Transitional Enterprise Agreement 2004-2006

I.R.C. NO: IRC4/7327

DATE APPROVED/COMMENCEMENT: 21 December 2004 / 21 December 2004

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 13 May 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all Launch Crew employees employed by Sydney Pilot Service Pty Ltd, located at Level 8, 207 Kent Street, Sydney NSW 2000, who fall within the coverage of the Federal Maritime Industry - Sydney Sea Pilots Pty Ltd - Launch Crews Award.

PARTIES: Sydney Pilot Service Pty Ltd -&- the Australian Maritime Officers' Union of New South Wales, The Seamen's Union of Australia, New South Wales Branch

SYDNEY PILOT SERVICE PTY LTD LAUNCH CREW TRANSITIONAL ENTERPRISE AGREEMENT 2004 - 2006

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1. Philosophy and Intent

- 1.1 The Philosophy and intent of this Enterprise Agreement is to ensure that the terms and conditions of employment of staff covered by this Agreement, facilitate the achievement of Sydney Pilot Service Pty Ltd's (SPS's) vision and key roles.
- 1.2 SPS's Values are the basis on which Manager's/Supervisors are expected to interpret and apply the terms and conditions in a fair and equitable manner.

2. Vision, Key Roles and Values of SPS

The vision of the SPS is to provide an internationally respected, commercially sustainable and high quality pilot service for the commercial shipping using Sydney's Ports.

2.1 Key Roles

Manage and develop port facilities and services to cater for existing and future trade needs;

Facilitate trade by providing competitive advantage to importers, exporters and the port related supply chain;

Manage the navigational and operational safety needs of commercial shipping;

Protect the environment and have regard to the interests of the community; and

Deliver profitable business growth.

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

2.2 Corporate Values

In the conduct of its business and interaction with others, SPS is committed to:

Service to its customers through reliable, professional and courteous attention;

Excellence by being progressive and encouraging alternative solutions to complex issues;

Respect for the individual worth and honest contribution of all employees;

Vigilance in promoting a safe environment for personnel and community;

Integrity through nurturing the highest standards of conduct and ethics;

Challenge barriers and impediments to progress; and

Exceed expectations.

3. Objectives of this Agreement

3.1 Objectives

SPS in conjunction with the Unions are committed to developing an organisation which:

Encourages service excellence in a co-operative and flexible environment;

Maintains high ethical and behavioural standards;

Operates at least as efficiently as any comparable businesses;

Provides first class quality service to SPS's customers;

Exhibits a sense of social responsibility by having regard to the interests of the community in which it operates and by endeavouring to accommodate these when able to do so;

Promotes and facilitates trade through its port facilities; and

3.2 Consultative Process

To fulfil these objectives the parties are committed, through a consultative process, to:

Work redesign to incorporate the changing nature of work and changing work practices including where appropriate benchmarking to national or international industry standards.

Flexible work practices designed to meet the needs of business and employees including but not limited to deploying and utilising the employees to meet business requirements.

Skills development and training to address skill gaps, promote career development and provide appropriate training opportunities for all staff.

A remuneration system that is fair and equitable, market driven, transparent and provides rewards for achievement of pre-determined performance goals.

3.3 ISPS Code

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

3.4 Relationship to Industrial Instruments

3.4.1. The parties have agreed that SPS will apply the NSW Ports Corporation Award 2001 (NSW) ("Ports Award") to its employees as the under pinning award with the SPS Flexible Leave Agreement (to be certified) and the SPS LSL and Superannuation Agreement (to be certified).

3.4.2. This Agreement is to be read in conjunction with the Ports Award as varied from time to time but will override the Ports Award to the extent of any inconsistency.

4. Scope of the Agreement

4.1 Title and Structure

This agreement shall be known as the Sydney Pilot Service Pty Ltd Launch Crew Transitional Enterprise Agreement 2004 - 2006.

4.2 Term

4.2.1 This agreement shall take effect from and on the date of registration by the Industrial Relations Commission of New South Wales and will remain in force for a period of 2 years.

4.2.2 The Agreement shall continue to apply after the nominal expiry date until a replacement agreement is finalised or as otherwise agreed.

4.3 Parties to the Agreement

The parties bound by this Agreement are:

Sydney Pilot Service Pty Ltd (SPS Pty Ltd)

Australian Maritime Officers Union of New South Wales

Seamen's Union of Australia, New South Wales Branch ("The Unions")

4.4 Coverage

The Agreement applies to all Launch Crew employed by SPS Pty Ltd.

5. Employment and Performance of Duty

- a. SPS will provide employment on a full time, part time, temporary or casual basis. The classification, remuneration and conditions of employment shall be clearly stated at the commencement of employment.
- b. If required by the SPS, an employee will work from another location.
- c. If required by SPS, an employee will undertake duties other than those specified in their position description. These duties will be within the range of the employee's skill, competence, training and experience.
- d. All employees will comply with the SPC Code of Conduct.
- e. All employees covered by this agreement are required to work in accordance with operating procedures and requirements as detailed in the Pilot Vessels Operations Manual, Quality/Safety Management System and OH&S Management system as updated from time to time.
- f. All employees are required to observe, support and implement the SPS Occupational Health and Safety Policy and to comply with the statutory provisions contained in the Occupational Health and Safety Act 2000 and Regulations 2001 (as amended) or other relevant legislation.
- g. SPS and the Unions acknowledge that the PSOL requires SPS to provide 24 hour a day, 7 days a week services and that no action will be taken that will prevent continuity of service in the terms of the PSOL. SPS will consider any unreasonable failure to meet this requirement to be a refusal to perform duties or work as directed and disciplinary procedures may be followed in such instances.
- h. Crewing of Pilot Launches will be in accordance with USL Code Pilot Vessel Crewing Standard.
- i. Launch Crew will undertake maintenance work on vessels as required.
- j. SPS and the Unions will make every effort to ensure a work environment free of industrial disputes and that consultation and cooperation occurs on key business issues. If need be, the SPS Grievance Handling and Dispute Resolution Procedures as specified in this Agreement will be used respectively.

6. Remuneration

6.1 Remuneration Model

The remuneration model shall comprise of the following:

6.1.1 Base Salary Adjustment

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

With effect from the first full pay period July 2004	With effect from the first full pay period July 2005	With effect from the first full pay period July 2006
4% on base salary	4% on base salary	4% on base salary

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

Classification	Salary Before Adjustment	Salary After Adjustment with effect from FFPP in July 2004
Seamen	\$65,310	\$67,922
Master	\$83,949	\$87,307

6.1.2 Organisation Performance Payment

All staff shall be entitled to the same Organisation Performance Payment as follows:

There will be three Organisation Performance Payments of up to 0.5% not fixed to base and paid in line with the table dealing with base salary adjustments in 6.1.1

a)

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

This payment is subject to Board approval.

b) The criteria for payment of Organisation Performance Payment for the year from 1st July 2004 to 30th June 2005 will be as follows:

- (i) No more than 2 Lost Time Injuries
- (ii) Sick leave rolling average of less than 2.5 days per annum per employee (excluding Long term sick leave)
- (iii) Maintenance of vessels

7. Training/Development Programs

All members of the Launch Crew (Master and Seaman) will be trained up to the level of Port Officer 1 during the life of this Agreement. The training plan is designed to deliver the component of a Port Officers role in three sections

SPS commits to providing appropriate training programs

Employees will make themselves available to attend training, whether or not such training is internal or external and will apply best endeavours to achieve the required standard

Training will be geared towards the development of skills necessary for a launch crew to become fully competent at the minimum level of Port Officer 1.

On acquisition of each section an increase in base salary will be paid as follows:

Section 1:

30% of the difference between the base salary of Seaman and Port Officer 1 will be applied to the base salary of a Seaman and 30% of the difference of base salary between a Master and Port Officer 2 will be applied to the base salary of a Master.

Section 2:

30% of the difference between the base salary of a Seaman and Port Officer 1 will be applied to the base salary of a Seaman and 30% of the difference of base salary between a Master and Port Officer 2 will be applied to the base salary of a Master.

Section 3:

40% of the difference between the base salary of a Seaman and Port Officer 1 will be applied to the base salary of a Seaman and 40% of the difference of base salary between a Master and Port Officer 2 will be applied to the base salary of a Master.

The base salary increases will be applied as per Clause 6 of the E.A. to the above.

8. Hours of Work

SPS shall roster employees for duties for no more than 12 hours in a rostered day. To maintain effective operation within Sydney ports, employees may from time to time be required to work additional hours, payment for which is included in your all-up salary.

9. Additional Hours

- 9.1 An employee who has worked in excess of 18 continuous hours inclusive of meal breaks will be entitled to a paid break at ordinary time of at least ten consecutive hours between shifts
- 9.2 Where an employee considers that additional hours are excessive, that employee will continue to perform their normal duties prior to reporting a grievance in accordance with procedures contained in this agreement.

10. Annual Leave

(see Also Clause 18 of the Award and the Annual Leave Policy)

- 10.1 All continuous shift workers will be entitled to 212.8 hrs (28 days i.e. 5 weeks and 3 days) annual leave for each completed year of service.
- 10.2 All employees must take their annual leave each year as part of agreed rosters, unless authorised by SPS to accrue such leave.

11. Long Service Leave

(See Also Clause 23 of the Award, *Long Service Leave Act* of NSW (1955))

- 11.1 Long service leave shall be in accordance with the provisions of the New South Wales *Long Service Act* (1955) as amended.
- 11.2 The Service Date for Long Service leave purposes will be the commencement date of 26 October 1995 or later with Sydney Sea Pilots Pty Ltd thereby affording continuity of service for the purpose of accruing future (but not past) long service leave.

11.3 Launch crew long service leave records will be reconciled at the time of transition to SPC.

12. Transference of Long Service Leave for Employees from other Public Sector Organisations

Incoming employees from other Public Sector organisations or exiting employees of SPS may, subject to the agreement of both employers and upon confirmation of entitlement and receipt of payment of equivalent monetary value, transfer entitlement and recognise service as continuous for the purpose of continuing Long Service Leave accrual. Such claim can only be made within six months of commencing service with SPS, or for departing employees, within six months of commencing new employment, and, provided that the employee ceases duty with one employer and starts with the next employer on the next working day or within a reasonable period covered by approved leave. The onus of proof is on the employee. The Director or his nominee can only grant approval.

13. Sick Leave

(See Also Clause 19.3 of the Award and Sick Leave Policy)

13.1 Full time employees shall, subject to this clause, be entitled to 38 hours sick leave on full pay for each year of service, cumulative over a 3 year to date basis. Part time employees shall, subject to this clause, be entitled to a proportionate amount of sick leave.

13.2 The sick leave provisions are designed to remove any abuse of sick leave and to provide paid leave for genuine illness.

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

13.3.1 It is an employee's responsibility to report their inability to attend work in order to qualify for payment.

13.3.2 Where an employee is unable to report for work through illness, this shall be reported to the supervisor/team leader within one hour of the normal commencement time. In the case of launch Crew, where practical, notification shall be made prior to the end of the previous shift. The delegated manager may approve for the payment of Sick leave.

13.3.3 Documented medical evidence and/or a medical examination by a medical practitioner will be necessary where required by SPS.

13.4 In the case of long-term illness, the continuation of paid sick leave will be determined on a case by case basis.

13.5 Subject to the approval of the Director or delegated manager, upon the production of medical evidence, an employee suffering serious long term or terminal illness may be granted sick leave of up to 456 hours as follows:

13.5.1 In the case where there is a prospect of the employee returning to duty this situation will be monitored and reviewed on a regular basis.

13.5.2 Where there is no prospect of a return to work, the employee will be assisted to make a claim for illness or disability under the terms of the SPS's Income Protection Plan or Superannuation Fund illness/disability/early retirement provisions.

14. Salary Continuance/Income Protection

(See Also Income Protection Policy)

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

- 14.2 Eligibility to entry to SPS's Policy will be subject to an application by an employee in the terms required by SPS's nominated insurer and acceptance of the Policy proposal and the employee by the Insurer.
- 14.3 SPS will pay the Group Salary Continuance Policy in respect of each employee. Employees will be required to contribute the following towards the salary continuance scheme:
- 14.3.1 Accumulation fund members will be required to contribute 0.8% of their salary;
- The above rates are as per policy provided by the Insurer and will be subject to review at the expiration of the policy.
- 14.4 This additional contribution to income protection salary continuance will be paid by the employee through salary deductions on a pre-tax basis and deducted each fortnight commencing from the first pay period on or after the date of certification of this agreement. This will remain in place for the duration of this agreement.
- 14.5 Eligibility for payment under the terms of the Policy shall not be available until 90 calendar days after the illness/injury occurs and will be subject to the usual Policy rules and acceptance by the Insurer.
- 14.6 Claims payment will be at the levels stipulated by the insurer in the insurer's Policy Document.
- 14.7 On acceptance of a claim by the Insurer and commencement of income protection payments, any sick leave or other payments ordinarily made by SPS will cease.
- 14.8 Upon application to the Director a SPS employee may obtain, on a confidential basis, a copy of the SPS's insurer's policy document.

15. Life Insurance

Employee Life Insurance will continue under the life insurance arrangements currently in place at SSP i.e. contributions will be covered on a pre-tax basis.

16. Parental Leave

(See Also Clause 20 of the Award and Parental Leave Policy)

16.1 Parental Leave

Unpaid parental leave will not count as service for the accrual of entitlements. However, it does not break the continuity of service.

16.2 Paid Maternity Leave

Employees entitled to take maternity leave may take accrued annual leave or long service leave on either half or full pay as part of the 52-week entitlement.

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

16.3 Paid Adoption Leave

On the adoption of a child, employees will be entitled to receive 114 hours of paid adoption leave at the commencement of the parental leave.

17. Aged and Dependent Care Leave

(See Clause 19.5 of the Award and Personal Leave Policy)

- 17.1 Aged and Dependent Care Leave may be provided to employees for the purpose of taking care of short term sick, injured or aged dependents or immediate family members.
- 17.2 Paid leave will be available for up to a maximum of 38 hours per annum.
- 17.3 Aged and Dependent Care Leave does not accumulate from year to year.
- 17.4 All leave taken will be considered as a full day i.e. 12 hours.

18. Bereavement Leave

(See Also Personal Leave Policy)

An employee is entitled to paid leave of up to 36 hours to attend the funeral and deal with issues in connection with the death of an immediate family member. Any additional leave required for this purpose will be taken as annual leave.

19. Leave Without Pay

(See Also Leave Without Pay Policy)

Leave without pay will only be granted at the discretion of SPS and for periods exceeding one shift, where all other forms of paid leave or flexible working options have been exhausted. Leave without pay will not count towards service for the purposes of leave accrual, however, it does not break the continuity of service.

20. Emergency Services Leave

(See Also Leave Without Pay Policy)

- 20.1 Leave of up to 38 hours in any calendar year may be paid for attendance at compulsory training and emergencies as required by the:
 - 20.1.1 Volunteer Rescue Association of NSW (or affiliated groups);
 - 20.1.2 State Emergency Service; or
 - 20.1.3 Bush Fire Brigade or NSW Volunteer Fire Brigade.
- 20.2 This leave will not accumulate from year to year.
- 20.3 An employee must apply for this leave and provide details of the planned training programs including dates, duration and a letter from the relevant authority.
- 20.4 If there is an emergency and an employee requires additional leave then SPS will consider the employee's request on a case-by-case basis.
- 20.5 Emergency services leave incorporates any necessary 'rest' period after the completion of duty or training prior to the employee's return to his or her normal duties at SPS.

21. Military Leave

(see also Leave Without Pay Policy)

Employees who are part-time members of the Australian Defence Forces Reserve may be granted up to two weeks unpaid leave (14 calendar days including weekends) in any calendar year when required to attend training. An employee must apply for Military Leave and after the leave must provide SPS with:

Proof of the employee's attendance authorised by appropriate Divisional Commander; and

Details of any payments made to the employee in respect of the training.

22. Trade Union Training Leave

(See Also Leave Without Pay Policy)

Paid leave may be granted up to a maximum of 91.2 hrs, in any period of two years to an Employee to attend short Trade Union Training courses, conferences or seminars conducted by or with the support of the ACTU, subject to the following conditions:

- 22.1 The operating requirements permit the granting of leave.
- 22.2 That the scope, content and level of the short course is such as to contribute to a better understanding of Employee Relations and be of benefit to SPS as a whole.
- 22.3. Leave granted for trade union training will count as service for all purposes.
- 22.4 The Employee concerned will meet expenses associated with attendance at such courses or seminars but leave may include travelling time necessarily required during working hours to attend such courses or seminars.
- 22.5 An application for leave must be accompanied by a statement from the Union that it has nominated the employee concerned for such course or seminar and support the application.
- 22.6 SPS will solely determine whether conditions 22.1 and 22.2 have been met.

23. Annual Travel to Work

(See Policy)

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

24. Employment Security

24.1 Employment Levels

- 24.1.1 SPS determines the organisational structure and employment levels based on its business needs from time to time. Where this determination reduces the overall staff numbers, consultation will occur with employees and unions concerning employment levels.
- 24.1.2 For the term of this Agreement, employee reductions will be in accordance with current practice of reduction through natural attrition, redeployment, voluntary redundancy, or retirement.
- 24.1.3 All current permanent employees of SPS, both full-time and part-time, will have security of employment for the term of this Agreement.
- 24.1.4 This undertaking will not have any effect on the process of performance of disciplinary matters, which are pursued separately.

24.2 Voluntary Redundancy (see Termination Policy)

24.2.1 Should you be made redundant from SPS Pty Ltd then SPS will recognise your service from the date that you commenced employment with the Maritime Service Board of NSW or any of its subsidiary authorities (the MSB) provided that there has been continuous service with the MSB, Sydney Pilot Service Pty Ltd and SSP.

24.2.2 SPS provides a number of support services, which can be accessed by staff who are supernumerary as a result of restructuring and/or organisational change.

24.2.3 An employee who accepts voluntary redundancy is entitled to the current SPS Voluntary Redundancy Package (which does not include an entitlement to leave loading which is already included in the Personal Salary used for the calculation of entitlements and other benefits).

24.2.4 In the event that SPS is required to reduce numbers of employees through restructuring, the parties to this Agreement reserve the right to renegotiate SPS Voluntary Redundancy Package.

Where more than one employee is available for redeployment, selection will be based on merit and skill levels.

25. Working Conditions

25.1 Continuous Shift Work (Rosters)

25.1.1 All continuous shift work is on the basis of 12-hour shifts.

25.1.2 Continuous shift workers shall perform additional periods of duty to meet operational requirements eg To complete tasks already commenced, for the purpose of handing over shifts, or to make up the completion of the next/previous shift.

25.1.3 No extra payment over and above the Personal Salary shall be paid to launch crew for any additional hours worked in accordance with this sub-clause.

25.2 Shift Patterns & Rosters

25.2.1 The manning of the roster covering all expected leave periods, i.e. Long Service Leave (LSL), Annual Leave, Sick Leave and Training Leave.

25.2.2 The manning of the roster and its operation allows for reasonable flexibility in the working of rostered shifts to ensure the operation remains operational where employees are absent from duty.

25.2.3 Employees shall attend the Pilots station at the Port on which they are rostered for duty except as otherwise agreed with the employer.

25.2.4 Internal relief will be provided as required for short- term sick leave and other authorised absences on roster.

25.2.5 Shift patterns will be established taking into consideration business and employee requirements.

25.2.6 Shift workers will be entitled to a paid break of up to 1.5 hours per shift which may be taken consecutively or in broken periods as agreed with the employee's shift supervisor.

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

25.2.8 Shift workers will undertake training outside normal hours where required. Management shall, however, endeavour to schedule training during normal hours or in conjunction with normal hours.

25.2.9 An employee will have a break of 12 hours after each twelve or more consecutive hours of continuous duty.

25.3 Protective Clothing (PPE) and Uniforms

Protective clothing and uniforms will be provided and worn on duty in accordance with company policy. This will also include a uniform dress standard. The quality and type of clothing will be the subject of discussions through a consultative process through the SPS Consultative Committee.

26. Roster Review

The current rostering arrangements will apply for the life of this agreement. Upon transition to the Sydney Port Corporation EBA 2004-2007 all employees will transfer to the rostering arrangements applicable to Port officers in the Sydney Port Corporation EBA 2004-2007.

27. Fitness for Work

- 27.1 SPS has a duty of care to provide a safe work environment and protect the health, safety and welfare of employees. Employees similarly have a duty of care for their own safety, the safety of the people they work with and the community in which they work. Maintaining a level of fitness consistent with the demands of a position and the assessment of fitness is one aspect of meeting this duty of care.
- 27.2 It shall be a condition of employment that SPS employees in Master and Seaman roles will continue to maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of SPS employees in Master and Seaman roles and as such recognises that there is a range of environmental and operational conditions that could impact on the health of an employee.
- 27.3 Subsequent to appointment and in order to ensure that prescribed fitness standards are maintained SPS employees in Master and Seaman roles will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Wherever possible medical examinations, to a prescribed format, shall be carried out by AMSA accredited doctor.
- 27.4 The ongoing standard of fitness required of SPS employees in Master and Seaman roles will be determined as required by the AMSA accredited doctor in having regard to the agreed list of duties as agreed between the parties and as outlined in Appendix 1.
- 27.5 An employee who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice from SPS nominated medical physician, to achieve the level of fitness required. Subsequently, an employee who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptance level of fitness, will be redeployed (if possible or practicable), access Salary Continuance Insurance (provided the insurers terms and conditions are met), or medically retired as per the rules of applicable superannuation fund.
- 27.6 An employee who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, shall be referred to his/her personal doctor for further investigation. Henceforth any additional costs incurred by the officer, for the purpose of re-gaining the required level of fitness, will be the responsibility of the employee concerned. In order to assist an employee achieve the required fitness standard, SPS provides subsidised gym membership.
- 27.7 In the event of a different medical assessment between the AMSA accredited doctor and the employees' personal doctor, the employee will be referred to an appropriate specialist.
- 27.8 Employees returning to work after long term absences from active work will be required to undergo a functional or workplace assessment before the commencement of duties. Employees returning to active duties after a prolonged illness or injury will be required to submit a medical clearance before the resumption of duties, as well as undergoing functional/workplace assessment.

28. Impairment Drug Testing

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

29. Termination of Employment

(See Also Termination Policy)

Employees shall give 2 weeks written notice of termination of employment.

30. Casual Employees

The term of a Temporary Employee may be shortened or lengthened by agreement between the employee and SPS or on one week's notice by SPS, but does not confer any right or expectation of continued employment beyond the agreed term.

31. Relieving (Higher Duties)

- 31.1 An employee is entitled to an allowance in respect of a relieving and/or interim appointment (known as Higher Duties) if:

The payment of Higher Duties Allowance is approved and signed off by the Manager, Pilotage and Navigation.

For Shift workers, relieving or higher duties covers short- term relief for each completed shift when relieving duties are performed and will be paid at the higher rate.

32. Payment of Salaries

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

32.2 Deductions

SPS will offer a maximum of seven regular and direct deductions from an Employee's net salary, including but not limited to:

- a. Medical benefits

- b. Insurance benefits
- c. Banks or financial institutions
- d. Union membership
- e. Gym membership fees
- f. United Way
- g. First Port Social Club
- h. Superannuation contributions

33. Salary Packaging

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

34. Consultation and Workplace Representation

SPS recognises the value of involving its employees in communication and discussions on issues that affect them. The vehicle for this is a Consultative Committee.

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

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

34.3 The SPS Consultative Committee will deal with, but not be limited to, the core issues of the Agreement and their application across SPS. The SPS Consultative Committee shall form sub-committees that shall deal with policy development matters, OH&S issues or any other delegated matters.

35. Workplace Representatives

35.1 SPS recognises the importance of workplace representatives and therefore the following support subject to prior approval by the Director SPS.

35.1.1 Allowing union delegates reasonable opportunity to carry out SPS related general union business on-site at times mutually convenient to the employee and SPS.

35.1.2 Allowing employees reasonable time to attend meetings called by their Union(s) or the SPS Consultative Committee.

35.1.3 Allowing employees to attend Industrial Relations Commission of New South Wales if they are required as a witness or to assist the union advocate on matters affecting SPS.

35.1.4 The right to address new employees about their benefits of union membership at the time they enter employment.

35.2 The right to reasonable access to telephone, fax, photocopying, internet and email facilities for the purpose of carrying out work delegate and consulting with workplace colleagues and the Union.

35.3 Committees

35.3.1 SPS recognises the following committees and will allow reasonable time off work for official union delegates who are members of those committees to attend meetings of the committees. Such time off is subject at all times to operational requirements being met.

The MUA Sydney Branch Committee - one staff member

The MUA Site Committee - three staff members

The AMOU New South Wales Branch Committee - one staff member.

35.3.2 Meetings of the MUA site committee will be held monthly at times operationally convenient to SPS. It is agreed that official Union Delegates as noted in sub-clause (35.3.1) above will be paid for up to two hours for site meetings and up to four hours for the MUA Sydney Branch Meeting and the AMOU NSW Branch Meeting.

35.3.3 It is agreed that one official MUA delegate may attend the MUA Sydney Branch Committee meeting for up to four meetings per year. It is agreed that one official AMOU delegate may attend the AMOU NSW Branch Committee meeting for up to four meetings per year.

36. Grievance Handling

(see also the Grievance Policy)

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

37. Dispute Resolution Procedures

(See Also Clauses 8.1 & 8.2 of the Award and Dispute Resolution Policy)

37.1 Objectives of this procedure - To provide a mechanism for handling industrial disputes.

37.2 Procedures

37.2.1 Step 1 - Employees or their Union Delegate should contact the relevant supervisor in the first instance. The supervisor must commence to deal with the dispute as quickly as possible, usually within 24 hrs of being notified.

37.2.2 Step 2 - If the dispute is unresolved, the Employees or their representative may approach the Manager, SPS or equivalent to resolve the dispute. Where the grievance has industrial or human resource implications, the Manager, SPS shall consult the Human Resources Unit to arrange discussions between the relevant parties as soon as practicable.

37.2.3 Step 3 - At this point, if the dispute remains unresolved the General Manager Human Resources shall inform the Director and the employees may refer the matter to the SPS Committee for resolution.

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

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

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

38. Superannuation

(see Clause 15 of the Award)

Unless otherwise agreed only the following Superannuation Schemes shall be recognised and utilised for Employer contributions and shall, subject to individual fund eligibility rules, be available to the employees.

(i) Seafarers Retirement Fund (SRF)

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

SPS shall contribute 15% of salaries to the superannuation scheme named above.

39. Employee Policies

Any changes to the SPS employee policies or any proposed new policies shall be reviewed by the parties in the SPS Consultative Committee. If agreement is not reached on such changes, the dispute resolution procedures shall apply.

40. Dictionary

- 40.1 Company means the Sydney Pilot Service Pty Ltd (SPS) or any company replacing the same.
- 40.2 Continuous Work means work carried out on continuous shift with consecutive shifts of personnel throughout 24 hrs over six consecutive days.
- 40.3 Immediate Family Member includes an employee's spouse (including same sex partner), De-facto, Child or adult child (including adopted, step-child, foster child or exnuptial child), Parent, In-Laws, Grandparents, Sibling of employee or spouse, relative who is a member of the employee's household.
- 40.4 Personal Salary or Superable Salary means any salary incorporating the Base Salary adjustments and organisation performance payment.
- 40.5 PSOL means the Port Safety Operating Licence.
- 40.6 SPC means Sydney Ports Corporation.
- 40.7 SPS means Sydney Pilots Service Pty Ltd (SPS)
- 40.8 Unions mean the Australian Maritime Officers Union of New South Wales and the Seamen's Union of Australia New South Wales Branch (Maritime Union of Australia).

For and on behalf of:

Seaman's Union of Australia, New South Wales

Robert Coombs

General Secretary, Seaman's Union of Australia, New South Wales Branch

For and on behalf of:

Australian Maritime Officers Union of New South Wales

Michael Fleming,

Secretary and Director, AMOU Port Services Division

For and on behalf of:

Sydney Pilot Service Pty Ltd

Shane Hobday,
 Director, Sydney Pilot Service Pty Ltd

APPENDIX 1

EA Negotiations 2004-2006 - Fitness for Work

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

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

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

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

OTHER
Work at heights
Work in raised temperatures, eg engine room
Long work hours (up to 12-18 hours per day)
Fit through escape hatches
Ship's fire and safety rounds - inspect all areas regularly
Plan work schedules

Wear personal protective equipment, eg. safety boots, earplugs or earmuffs, hard hat, gloves, overalls, safety spectacles and occasionally respirators
Exposure to paints, thinners, oils, antifoul, degreasers with appropriate personal protection equipment
Use fire-fighting hoses, extinguishers
Work in oil, other cargo, ballast and water tanks and other confined spaces with appropriate personal protection equipment
Work in conditions involving heavy rolling and pitching of vessel