

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA11/5

TITLE: Maritime Authority of NSW (trading as NSW Maritime) Enterprise Agreement 2010-2013

I.R.C. NO: IRC11/210

DATE APPROVED/COMMENCEMENT: 10 March 2011 / 10 March 2011

TERM: 27

**NEW AGREEMENT OR
VARIATION:** Replaces EA09/7.

GAZETTAL REFERENCE: 25 March 2011

DATE TERMINATED:

NUMBER OF PAGES: 89

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by NSW Maritime) who are engaged under the State in the service of the Crown. The terms of this Agreement shall apply to all staff employed pursuant to Chapter 1A of the Public Sector Employment and Management Act 2002 in the Maritime Authority Division of the Government Service of NSW, within the exception of the Chief Executive Officer and the members of the Senior Executive Service.

PARTIES: NSW Maritime -&- the Australian Institute of Marine and Power Engineers New South Wales District, Australian Maritime Officers' Union of New South Wales, Australian Services Union of N.S.W., The Seamens' Union of Australia, New South Wales Branch

Maritime Authority of NSW
(trading as NSW Maritime)
Enterprise Agreement
2010 - 2013

FINAL VERSION

Ratified by IRC of NSW 10 March 2011

OPEN ACCESS

Contents

Part 1	APPLICATION AND OPERATION OF AGREEMENT	5
1.1.	AGREEMENT TITLE	5
1.2.	PARTIES BOUND	5
1.3.	DURATION OF AGREEMENT & NO EXTRA CLAIMS	5
1.4.	OBJECTIVES OF THIS AGREEMENT	5
1.5.	OPERATION OF THIS AGREEMENT	6
1.6.	DEFINITIONS	7
1.7.	CONSULTATIVE ARRANGEMENTS	8
1.8.	ANTI DISCRIMINATION	8
1.9.	PERSONNEL POLICIES	9
1.10.	ANNUALISED SALARIES, ALLOWANCES & FLEXIBILITY	9
Part 2	CONTRACT OF EMPLOYMENT AND RELATED MATTERS	11
2.1.	DEFINITIONS OF EMPLOYMENT CATEGORIES	11
2.2.	EMPLOYMENT SECURITY	11
2.3.	CONDITIONS APPLICABLE TO ALL STAFF	16
2.4.	TERMINATION OF EMPLOYMENT	17
2.5.	CONDITIONS APPLICABLE TO MANAGERS AT SALARY LEVEL MA17A, MA17AA, MO17A, MA18A, MA18AA, AND MO 18A	17
2.6.	CONDITIONS APPLICABLE TO SENIOR BOATING SAFETY OFFICERS (SBSOs), BOATING SAFETY OFFICERS (BSOs) AND RIVERKEEPERS	18
2.7.	CONDITIONS APPLICABLE TO TEAM LEADERS ENVIRONMENTAL SERVICES (TL ES) AND ENVIRONMENTAL SERVICE OFFICERS (ESOs)	23
2.8.	CONDITIONS APPLICABLE TO HARBOUR MASTERS/PILOTS	26
2.9.	HOURS OF WORK	26
2.10.	RELIEVING	30
2.11.	TRAINING & DEVELOPMENT	30
2.12.	SELECTION COMMITTEES	31
Part 3	SALARIES AND RELATED MATTERS	33
3.1.	OPERATION OF THE STRUCTURE	33
3.2.	REMUNERATION MODEL	33
3.3.	ANNUALISED SALARIES	33
3.4.	MARITIME OFFICER SCALE	33
3.5.	CONDITIONS ATTACHED TO THE PAYMENT OF ANNUALISED SALARIES	35
3.6.	ANNUALISED SALARIES GROUP 1: Designated Managerial Positions	35
3.7.	ANNUALISED SALARIES GROUP 2: Operational Positions	35
3.8.	ANNUALISED SALARIES GROUP 3: Investigations	35
3.9.	ANNUALISED SALARIES GROUP 4: Remote Supervision	36
3.10.	HARBOUR MASTER/MARINE PILOTS AT YAMBA AND EDEN	36
3.11.	MINISTRY OFFICER SCALE	36
3.12.	PERSONAL SALARY RATES	37
3.13.	SENIOR MARITIME OFFICER (SMO) CLASSIFICATION	38
3.14.	TRAINEES	38
3.15.	ALLOWANCES	38
3.16.	REMOTE AREA ALLOWANCE	40
3.17.	ASSISTANCE TO STAFF MEMBERS STATIONED IN A REMOTE AREA WHEN TRAVELLING ON RECREATION LEAVE	41
3.18.	RELATED ISSUES	42
3.19.	COST NEUTRALITY	42
3.20.	MERIT BREAKS	42
3.21.	PAYMENT OF SALARIES	42
3.22.	DEDUCTIONS FROM SALARY	43

3.23.	NOVATED LEASES	43
3.24.	SUPERANNUATION	43
3.25.	SALARY PACKAGING	43
3.26.	EMPLOYMENT BENEFIT RELATED MOTOR VEHICLES	43
3.27.	OVERTIME	43
Part 4	ORGANISATIONAL MEASURES	45
4.1.	REMUNERATION INCREASES	45
4.2.	ORGANISATIONAL MEASURES	45
Part 5	LEAVE OF ABSENCE AND PUBLIC HOLIDAYS	47
5.1.	ANNIVERSARY DATE	47
5.2.	ANNUAL LEAVE	47
5.3.	LONG SERVICE LEAVE	48
5.4.	SICK LEAVE	49
5.5.	PERSONAL CARER'S LEAVE	51
5.6.	SPECIAL LEAVE	53
5.7.	MATERNITY AND ADOPTION LEAVE	53
5.8.	PARENTAL LEAVE	54
5.9.	CHILD CARE	57
5.10.	PURCHASED LEAVE	57
5.11.	LACTATION BREAKS	58
5.12.	TRADE UNION TRAINING LEAVE	59
5.13.	LEAVE WITHOUT PAY	59
5.14.	PUBLIC HOLIDAYS	60
5.15.	SPECIAL EXTRAORDINARY AQUATIC EVENTS	60
Part 6	WORKPLACE REPRESENTATIVES	62
6.1.	ROLES AND RESPONSIBILITIES	62
Part 7	WORK ENVIRONMENT	64
7.1.	NSW MARITIME'S COMMITMENT TO OCCUPATIONAL HEALTH AND SAFETY	64
7.2.	MANAGEMENT RESPONSIBILITY	64
7.3.	LABOUR HIRE/ CONTRACT BUSINESS	65
7.4.	INDIVIDUAL RESPONSIBILITY	66
7.5.	CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT	66
7.6.	EQUALITY OF EMPLOYMENT AND ELIMINATION OF DISCRIMINATION	67
7.7.	HARASSMENT FREE WORKPLACE	67
Part 8	GRIEVANCE HANDLING AND DISPUTE RESOLUTION	68
8.1.	INTRODUCTION - WHEN TO USE THIS GRIEVANCE PROCEDURE	68
8.2.	IMPORTANT POINTS ABOUT OUR GRIEVANCE PROCEDURE	68
8.3.	CAN YOU SORT OUT THE GRIEVANCE YOURSELF?	69
8.4.	WHAT WILL THE PERSON I APPROACH ON MY GRIEVANCE DO?	70
8.5.	WHAT ARE THE POSSIBLE OUTCOMES?	71
8.6.	FORMAL ADVICE	72
8.7.	CONCLUDING THE PROCESS	72
8.8.	WHO ELSE CAN HELP?	72
8.9.	SUMMARY OF STEPS TO FOLLOW IF YOU HAVE A GRIEVANCE	73
8.10.	DISPUTE RESOLUTION PROCEDURES	74
8.11.	KEEPING RECORDS RELATING TO THE DISPUTE	75
Part 9	JOB REDESIGN AND NSW MARITIME JOB EVALUATION SYSTEM	76
9.1.	CRITERIA FOR JOB REDESIGN	76
9.2.	NSW MARITIME SKILLS FORMATION AND ACCREDITATION SYSTEM	76

9.3.	OVERVIEW OF JOB EVALUATION SYSTEM	77
9.4.	JOB EVALUATION PROGRAM	77
9.5.	CUSTOMER SERVICE OFFICERS (CSOs)	78
9.6.	INITIAL & PERIODIC SURVEYORS, SMS AUDITORS AND MARINE EXAMINERS, COMMERCIAL OPERATIONS BRANCH	79
Part 10	SIGNATORIES	80
Appendix A	FLEXIBLE WORKING PRACTICES GUIDELINES	81
Appendix B	SALARY RATES	84
Appendix C	ANNUALISED SALARY GROUPS	89
Appendix D	SENIOR MARITIME OFFICER POSITIONS	90

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1.1. AGREEMENT TITLE

This Agreement shall be known as the Maritime Authority of New South Wales (trading as NSW Maritime) Enterprise Agreement 2010-2013 with NSW Maritime employees engaged under the State in the service of the Crown. The terms of this Agreement shall apply to all staff employed pursuant to Chapter 1A of the *Public Sector Employment and Management Act 2002* in the Maritime Authority Division of the Government Service of New South Wales, with the exception of the Chief Executive Officer and the members of the Senior Executive Service.

1.2. PARTIES BOUND

The parties bound by this Agreement are the Maritime Authority of New South Wales (trading as NSW Maritime) and the following unions:

Part 1 The Australian Institute of Marine & Power Engineers

Part 2 The Australian Maritime Officers Union of New South Wales

Part 3 The Seamen's Union of Australia, New South Wales Branch

Part 4 Australian Services Union of New South Wales

1.3. DURATION OF AGREEMENT & NO EXTRA CLAIMS

1.3.1. This Agreement shall take effect from the date of approval and shall remain in force until its expiration on 30 June 2013. 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 NSW Maritime depends on a commitment by all staff to the achievement of NSW Maritime's Corporate Plan. In this regard, this Agreement establishes, among other things, processes to facilitate the achievement of the objectives of the Corporate Plan.

The parties to this Agreement aim to improve the efficiency and level of service delivery, to widen the skill and experience base of staff, enhance job satisfaction and assist positively to ensure NSW Maritime is a best practice performer and reaffirm their commitment to the use of new technology and new work practices.

The Parties are committed to a process of continuous improvement and the delivery of high standards of quality service to the Authority's customers by meeting agreed performance standards. These objectives will be pursued by the identification of key

performance areas and the setting of productivity targets in the NSW Maritime Corporate Plan and in the respective business unit plans.

NSW Maritime re-affirms its commitment to:

Part 5 Continual improvement and quality practices.

Part 6 A participative style of management and the encouragement of staff involvement in the running of their part of the business and on product teams and other ad hoc committees. Also by the development of work teams or natural work groups that contribute to the overall process of continuous improvement. This could involve the development and trial of new methods, processes and procedures.

Part 7 Jobs designed in a holistic manner to provide more satisfaction for staff and a capacity to provide better client service.

Part 8 Improved communication, recognition and feedback at all levels within the organisation.

Part 9 Continue development of a learning organisation which encourages both individual and organisational skills development and growth.

Part 10 A performance-based culture that links employees' efforts to the objectives of the Corporate Plan.

Part 11 The nurturing of a work environment built on equity, open communication, integrity and which values the individual.

Part 12 A safe, healthy and harassment free work environment.

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

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

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

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

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

- Part 1** *“Authority”* shall mean the Maritime Authority of New South Wales (trading as NSW Maritime).
- Part 2** *“BSO”* shall mean a Senior Boating Safety Officer (SBSO), Boating Safety Officer (BSO) or Riverkeeper.
- Part 3** *“Business Unit”* shall mean a Region or Branch of NSW Maritime
- Part 4** *“Employer”* shall mean the Maritime Authority of New South Wales (trading as NSW Maritime).
- Part 5** *“ESO”* shall mean Environmental Service Officer
- Part 6** *“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.
- Part 7** *“NSW Maritime”* shall mean the Maritime Authority of New South Wales (trading as NSW Maritime)
- Part 8** *“Parties”* shall mean Maritime Authority of New South Wales (trading as NSW Maritime) and the following unions, The Australian Maritime Officers Union of New South Wales, The Australian Institute of Marine & Power Engineers, The Seamen’s Union of Australia, New South Wales Branch and the Australian Services Union of New South Wales
- Part 9** *“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/alterd rate which resulted from redeployment or transfer at the time of transition.
- Part 10** *“P and MA Act”* shall mean the *Ports and Maritime Administration Act 1995*.
- Part 11** *“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.
- Part 12** *“RM”* shall mean a Regional Manager in the Maritime Operations Division
- Part 13** *“Staff”* shall mean any persons engaged by the NSW Maritime on a full-time, part-time, casual or temporary basis, under the Ports and Maritime Administration Act, 1995. It does not include any person who resigned or whose services were terminated prior to the date of operation of this Agreement.
- Part 14** *“TL ES”* shall mean Team Leader Environmental Services.
- Part 15** *“12 hour day, rostered 3 days on 3 days off”* shall mean the working arrangements for Team Leaders Environmental Services (TL ES) and Environmental Service Officers (ESOs).

Part 16 "Weekly Rate" shall be calculated by dividing the annualised salary by 52.17857.

Part 17 "Trainee" shall mean a person employed within an enterprise for not more than three months full-time or 12 months part-time or casual or any combination of the above for a continuous period not exceeding 12 months.

Part 18 "Traineeship" shall mean a structured training program, generally in non-trade areas lasting 12 months that combines practical experience at work and training with a Registered Training Organisation (RTO).

1.7. CONSULTATIVE ARRANGEMENTS

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

1.7.1. For this purpose the Maritime Consultative Committee (MCC) has been established with representation from NSW Maritime management and up to 2 work place delegates and a union official from each of the unions party to the Agreement. NSW Maritime's Spokeswoman will also be a member of the Committee. Where union representatives change this will be notified in writing to NSW Maritime.

1.7.2. Where an issue relates to a particular area, representatives from that area may also attend the MCC when the issue is being discussed.

Where members are unable to attend a committee meeting, they may nominate an alternate representative.

1.7.3. The Committee shall monitor and facilitate the implementation of this Agreement and progress towards achieving the objectives contained in the Agreement.

1.7.4. The Committee shall meet at least every 3 months and at other times as required.

1.7.5. The Committee shall operate under the agreed guidelines for the MCC.

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:

any conduct or act which is specifically exempted from anti-discrimination legislation;

offering or providing junior rates of pay to persons under 21 years of age;

any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

a party to this award from pursuing matters of unlawful discrimination in any State or 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.

i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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 NSW Maritime amends, replaces or rescinds policy.

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

1.10. ANNUALISED SALARIES, ALLOWANCES & FLEXIBILITY

1.10.1. Annualised Salaries

ii) 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.

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.

The approval of the Chief Executive is required for annualised salaries including the rate of aggregation.

1.10.2. Additional Flexible Working Practices

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

PART 2 CONTRACT OF EMPLOYMENT AND RELATED MATTERS

2.1. DEFINITIONS OF EMPLOYMENT CATEGORIES

- a) **"Full-Time Staff"** shall mean any staff engaged on a regular basis for the full contract hours specified in this Agreement.

Part 19 **"Part Time Staff"** shall mean any staff engaged for set regular hours that are less than the full contract hours specified in this Agreement.

Part 20 **"Casual Staff"** shall mean any staff engaged on an irregular day to day basis or hourly hire.

Part 21 **"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.

Part 22 **"Day Worker"** shall mean any staff member who is not engaged in shift work, however this Clause shall be read in conjunction with Clause 3.15. (Allowances) and 5.2. (Annual Leave).

Part 23 **"12 hour day worker"** shall mean any worker engaged to work a rostered 12 hour day, on the basis of three days work and three days off, including weekends and Public Holidays.

2.2. EMPLOYMENT SECURITY

2.2.1. Business Context

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

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

In order for NSW Maritime to meet its obligations to ensure safe navigation and protect public safety and the environment, as required by relevant legislation, within the requirement to be self funding and fiscally responsible, the organisation must be flexible enough to respond to the changes to both the external environment and Government policy.

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

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

2.2.2. Staffing Levels

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

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

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

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

2.2.4. Organisational Change Restructuring Process

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

and unions will take place with regard to restructuring and the process(s) to be used.

Where, as a result of restructuring, the position requirements and remuneration level of the job remain substantially the same, other than its reporting relationships, (as determined by the Chief Executive) or where the position has increased by one classification level, provided that more than three years has elapsed since the last job redesign, the incumbent will follow the job.

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:

- iii) 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

redeployment of a displaced employee in accordance with current Government Policy (*Premier's Memo 2008-22*), 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,

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

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

2.2.5. Secure Employment

2.2.5.1. Objective of this Clause

The objective of this Clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximizing the number of permanent positions in the employer's workforce, in particular by ensuring

that casual employees have an opportunity to elect to become full-time or part-time employees.

2.2.5.2. **Casual Conversion**

- iv) A casual employee engaged by NSW Maritime on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this Sub-clause.

NSW Maritime shall give the casual employee notice in writing of the provisions of this Sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this Sub-clause if NSW Maritime fails to comply with this notice requirement.

Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to NSW Maritime that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, NSW Maritime shall consent to or refuse the election, but shall not unreasonably so refuse. Where NSW Maritime refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

Any casual employee who does not, within four weeks of receiving written notice from NSW Maritime, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with NSW Maritime.

If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), NSW Maritime and the employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:

whether the employee will convert to full-time or part-time employment; and

if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of *the Industrial Relations Act 1996 (NSW)*;

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between NSW Maritime and the employee.

Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this Sub-clause

2.2.5.3. Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this Clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Agreement.

2.2.5.4. This Clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations.

2.2.6. Conversion of long term temporary employees

NSW Maritime will apply the same provisions as those that apply in section 31 of the *Public Sector Employment and Management Act 2002* that deals with the conversion of long term temporary staff to permanent employment, whilst ever that provision remains in force.

This means that temporary staff at NSW Maritime who have been employed for greater than 2 years and who have been selected on merit may be directly appointed to a permanent position.

This Clause does not apply to temporary staff of NSW Maritime who are directly employed through a traineeship, cadetship, or apprenticeship.

2.3. CONDITIONS APPLICABLE TO ALL STAFF

- 2.3.1. Unless otherwise specified in this Agreement, the ordinary hours of work shall be calculated on the basis of a 5 day week. Full-time and part-time employment shall be by the fortnight. Payment of salaries will be paid fortnightly by electronic funds transfer into a bank or other approved financial institution.
- 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. All new NSW Maritime employees will be subject to a minimum three month probationary period. Some categories of employment may have a probationary period of six months based on job complexity and training requirements. Upon review of performance within the probationary period, NSW Maritime may terminate employment at any stage within the probationary period.

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

Current employees who change to a role involving a different skill set to that for which they were employed e.g. CSO to BSO, will have a "fit for position" period agreed between NSW Maritime and the employee and be able to return to their immediately preceding substantive position if either the individual or NSW Maritime finds they are not compatible with the new role. The parties to this Agreement agree that work will continue to be performed as specified. NSW Maritime will consider any unreasonable failure to meet this work requirement to be a refusal to perform duties and the NSW Maritime Performance Counselling Policy and/or the NSW Maritime Discipline Policy will be followed in such instances.

- 2.3.5. All staff are bound by the *"NSW Maritime Code of Conduct and Ethics"*.
- 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 NSW Maritime will take all reasonable precautions necessary to maintain confidentiality and to use their best endeavours to prevent disclosure of proprietary, private or confidential information to persons not authorised to receive such information in accordance with the *Government Information (Public Access) Act 2010*.
- 2.3.8. Staff undertaking another job or volunteer work must first obtain formal, written approval from the Chief Executive, to be done in accordance with Clause 3.6 "Secondary Employment and Volunteer Work" in the *Code of Conduct and Ethics* or its successor..

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 employee works up to the end of that 2 week period no additional payment in lieu of notice is made.
- 2.4.2. Notwithstanding anything contained in this Clause, NSW Maritime will have the right to dismiss any staff member for misconduct or neglect of duty and, in such cases, salary will only be paid up to the time of dismissal.
- 2.4.3. If any staff member has given notice, or NSW Maritime has given notice to a staff member and the staff member is absent from work during the period of notice, unless on approved leave, the staff member will be deemed to have abandoned his/her employment. In such cases NSW Maritime will have the right to terminate the contract of employment from the last day worked.
- 2.4.4. On termination, staff are required to return all property belonging to NSW Maritime. Each item on loan to a staff member will be identified at time of issue and the staff member will be responsible for ensuring that those items are returned prior to the staff member leaving the service of NSW Maritime. Staff may be required to compensate NSW Maritime for property which is not returned.

2.5. CONDITIONS APPLICABLE TO MANAGERS AT SALARY LEVEL MA17A, MA17AA, MO17A, MA18A, MA18AA, AND MO 18A

Job titles covered by Clause 2.5 are contained in Appendix C to this Agreement

- 2.5.1. **Payment of Annualised Salaries – Managers at Salary Level MA17A, MA17AA, MO17A, MA18A, MA18AA and MO18A**
- v) The salary for these managers covers all incidents of employment and shall be annualised pursuant to Clause 3.3 and shall count for

superannuation purposes. All incidents of employment means employment including excess hours, time in lieu, overtime, and weekend and public holiday penalties. No additional payments will be made nor is Time in Lieu (TIL) to be taken or paid.

The annualised salary in relation to these managers is payable provided they have worked at least 161 hours per four week cycle averaged over a 12 month period, in accordance with the “ordinary hours of work” provision contained in Clause 2.5.2 other than for agreed periods of recreational, parental, maternity, adoption or long service leave. The annualised salary shall cease to be paid if for any reason the manager reverts to working the “Ordinary Hours” applicable to 35 hour per week staff and, instead of the A or AA annualised salary, the manager will be paid at the applicable job evaluation rate contained in Clause 3.4 (Maritime Officers) or 3.11 (Ministry Officers).

2.5.2. Ordinary Hours of Work – Managers at Salary Level MA17A, MA17AA, MO17A, MA18A, MA18AA and MO18A.

- vi) The ordinary hours of work will be an average of 40.25 hours per week over a four week cycle on any day Monday to Sunday (inclusive) to be determined by each business unit, provided the total number of hours worked are at least 161 hours at the end of the cycle, when averaged over a 12 month period.

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.

Notwithstanding any other provisions of this Clause a Manager and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the needs of the business unit and the contract hours are worked within the cycle.

2.6. CONDITIONS APPLICABLE TO SENIOR BOATING SAFETY OFFICERS (SBSOs), BOATING SAFETY OFFICERS (BSOs) AND RIVERKEEPERS

2.6.1. Any reference to Boating Safety Officers (BSOs) should also be read as referring to Senior Boating Safety Officers (SBSOs) and Riverkeepers.

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

2.6.3. Provision of Services

NSW Maritime is committed to provide efficient and effective services to the users of the State’s waterways. This will require the capability and willingness of BSOs to work at times and in areas which best serve the needs of NSW Maritime and its customers. In order to provide optimum services it is accepted that full staffing will be required during December and

January. The ability to take leave is available for the rest of the year subject to the needs of each regional business unit.

- vii) 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.

2.6.4. Leave Applications

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

BSO Leave Protocols

Applications for leave by BSOs will be made having regard to the following BSO Leave Protocols:

The following points are intended to provide a framework for the application and administration of leave for Boating Safety Officers (BSOs).

- (1) As with all staff, BSOs should endeavour to flag their Annual Leave requirements with their Manager as early as possible. BSOs should inquire informally, either in person, via email, or via a phone call, as to the likelihood of a leave application being accepted before a formal application is submitted through the ESS system. Best practice in operational planning requires a consultative approach between staff and supervisor surrounding the forward planning and provision of leave.
- (2) Where an application for leave is rejected, a BSO will be provided with an explanation as to the specific business needs that prevent the leave being approved.
- (3) The requirement for full staffing in December & January as spelt out in Clause 2.6.3 of the Enterprise Agreement, excludes sick leave, personal carers leave, parental leave and approved Long Service Leave. However, these forms of leave are not to be used in lieu of Annual Leave.
- (4) Nothing in these procedures, is intended to remove the right of the Regional Manager and, or the General Manager Maritime Operations from exercising their discretion in the granting of leave throughout the entire year in special circumstances, that may be judged on a case by case basis.
- (5) As stated in sub- paragraph (i) of this Sub-clause any BSO who feels that leave has been unreasonably rejected can refer the matter to General Manager Maritime Operations for resolution and as stated in Part 8 of this agreement may

further take the matter via the Grievance Handling and Dispute Resolution Procedures.

2.6.5. Payment of Annualised Salaries – Boating Safety Officers (including SBSOs and Riverkeepers)

- ix) The salary for Boating Safety Officers shall be annualised pursuant to Clause 3.3 and 3.7 and shall count for superannuation purposes.
- x) The annualised salary is only payable when an officer is routinely working weekends and public holidays in accordance with the “ordinary hours of work” provision contained in Clause 2.6.8, other than for agreed periods when weekend work is not required and periods of recreational, parental, maternity, adoption, long service leave, special leave for jury duty or Workers Compensation until the statutory rate is applied. The annualised salary shall cease to be paid if for any reason, other than as specified in this sub-paragraph, the officer reverts to working Monday to Friday and, instead of the annualised salary, the officer will be paid at the applicable Maritime Officer job evaluation rate contained in Clause 3.4.

2.6.6. Fitness for Duty

- xi) It shall be a condition of employment that Boating Safety Officers maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of BSOs and as such recognises that there is a range of environmental and operational conditions that could impact on the health of an officer.

Subsequent to appointment and, in order to ensure that prescribed fitness standards are maintained, Boating Safety Officers will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Wherever possible medical examinations, to a prescribed format, shall be carried out by NSW Maritime’s Occupational Health Physician, or by other similarly qualified practitioners nominated by NSW Maritime.

The ongoing standard of fitness required of BSOs will be determined as required by the NSW Maritime Occupational Health Physician having regard to the nature of the job and the circumstances under which it is performed.

NSW Maritime shall provide a list of suitable female doctors for medicals.

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 *Injury Management and Suitable Duties Policy*.

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.

BSOs 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.

2.6.7. Transfers

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

2.6.8. Ordinary Hours of Work - Boating Safety Officers (including SBSO's and Riverkeepers)

The BSO's role is principally day work. Nothing in this Agreement is intended to provide any means to either of the parties to convert this work to a quasi shift work arrangement. It is also acknowledged there are no fixed hours and the expectation is that each BSO will arrange his/her hours to cover the work required. This may involve working more or less than 7.6 hours per day, working additional hours and/or taking time in lieu (TIL).

- xii) The ordinary hours of work will be the hours of work required to be worked by the Regional Manager on any day Monday to Sunday (including Public Holidays) in accordance with the operational needs of the business unit.

The ordinary hours of work required to be worked pursuant to Sub-clause (i) shall be an average of 38 hours per week:

- (6) 152 hours for staff on a four week cycle
- (7) 304 hours for staff on an eight week cycle
- (8) 456 hours for staff on a twelve week cycle.

Subject to Sub-clause (i), it is recognised that although the usual span of ordinary hours of work required to be worked pursuant to Sub-clause (i) will be between 6am and 6pm on any day Monday to Sunday (including Public Holidays), the Regional Manager may require hours to be worked outside the usual span of ordinary hours in accordance with the operational needs of the business unit.

Where hours are directed to be worked, and are considered by the staff member to be excessive, the work will be performed, if it is safe to do so, and any grievance pursued in accordance with the Grievance Handling Procedures in Part 8 of this Agreement.

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.

The ordinary hours of work required to be worked pursuant to Sub-clause (i) shall include two consecutive days off after working 5 days in lieu of Saturday and Sunday, except in the case of a call out for a designated emergency or as otherwise required by the Regional Manager. If a rostered day off (RDO) falls on a public holiday and the BSO has worked on that day then an alternative RDO shall be taken. Wherever possible, alternative RDOs will be scheduled so that 2 consecutive RDOs may be taken.

Rosters shall include 15 weekends or the equivalent 30 week-end days between the start of February and end of November each year where BSOs are not rostered for duty, subject to normal business and rostering needs.

2.6.9. Additional Hours - Boating Safety Officers (including SBSOs and Riverkeepers)

- xiii) Any hours worked in excess of the ordinary hours required to be worked pursuant to Clause 2.6.8 above are "Additional hours" and must have the approval of the supervisor/Regional Manager.

A reasonable number of additional hours shall be worked to accommodate the functions of NSW Maritime.

Additional hours worked by BSOs between 0600 and 1800 are to be taken as time in lieu at an agreed time on the basis of one hour for each additional hour worked. If it becomes apparent that a BSO will be unable to take Time in Lieu within a reasonable time period, then the Regional Manager may authorise for the additional hours to be paid out at ordinary single time.

Where additional hours are directed to be worked, and are considered by the staff member to be excessive, the work will be performed, if it is safe to do so, and any grievance pursued in accordance with the Grievance Handling and Dispute Resolution Procedures in Part 8 of this Agreement.

Notwithstanding any other provision of this Clause a BSO and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the needs of the business unit and the total number of ordinary hours to be worked within the 12 month period.

2.6.10. **Work outside ordinary hours**

- xiv) At the request of the Regional Manager, BSOs will undertake duties from time to time outside their usual span of ordinary hours of work as defined in Clause 2.6.9.(iii), that is, outside the hours of 0600 to 1800. These hours shall accrue as double the usual time in lieu hours and will be taken as time in lieu and where this is not possible the time may be paid out, or a combination of both, provided that the hours accrued will be taken or paid at the rate of single time. There will be no payment of a meal allowance.
- xv) These provisions do not apply in the event of an on-water emergency which began during the usual work period.

For example for 4 hours worked outside of \ 0600-1800, excluding on-water emergencies, a BSO will accrue 8 hours TIL to be taken as 8 hours or paid as 8 hours at single time.

2.6.11. **Annualised Salary and Conditions Package – Boating Safety Officers (including SBSOs and Riverkeepers)**

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

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

2.7. CONDITIONS APPLICABLE TO TEAM LEADERS ENVIRONMENTAL SERVICES (TL ES) AND ENVIRONMENTAL SERVICE OFFICERS (ESOs)

2.7.1. The compulsory Roster System and Annualised Salary for Team Leaders and Environmental Service Officers in the Environmental Services Section involves:

- xvi) Annualised Salaries

12 hour shifts

Working three days on/three days off

190 hours annual leave

Ordinary hours of work being 6.00 am to 6.00 pm Monday to Sunday

Sick leave and higher duties allowance calculated at 10.86 hours a day

55 minute break

additional 14 minutes is paid with the annualised salary at ordinary time rate not the overtime rate

working 5 public holidays in a twelve month period

working Special Aquatic Events of Boxing Day, New Year's Eve and Australia Day.

No accrual of additional hours or time in lieu

2.7.2. Payment of Annualised Salaries - Team Leaders Environmental Services (TL ES) and Environmental Service Officers (ESOs)

- xvii) The salary for TL ES & ESOs shall be annualised pursuant to Clause 3.3 and shall count for superannuation purposes.

The annualised salary in relation to TL ES & ESOs is payable provided they work a rostered 12 hour day, three days on and three days off including weekends and public holidays in accordance with the "ordinary hours of work" provisions contained in Clause 2.7.2 other than for periods of approved leave. The annualised salary shall cease to be paid if for any reason the officer reverts to working a 38 hour week instead of the 12 hour day 3 days on 3 days off work roster including public holidays and special events. Instead of the AA annualised salary, the officer will be paid at the applicable Maritime Officer job evaluation rate contained in Clause 3.4.

The allowance for Environmental Services Master 5 qualification is not included in the annualised salary.

The First Aid Allowance paid to Team Leaders and Environmental Service Officers employed prior to 1 July 2001, is not included in the Annualised Salary.

2.7.3. Ordinary Hours of Work Team Leaders Environmental Services & Environmental Service Officers

- xviii) The ordinary hours of work shall include working a compulsory 12 hour day, 3 days on 3 days off roster system on any day Monday to Sunday, including Public Holidays and the 3 special aquatic events on Boxing Day, New Year's Eve and Australia Day.

Ordinary hours of work on any day, Monday to Sunday, are 0600 to 1800 however in exceptional circumstances such as aquatic events, start and finish times may be varied to suit business needs, following consultation and reasonable notice.

Ordinary hours of work are not expected to exceed 12 hours unless there are exceptional circumstances. Under the roster system there is no accrual of additional hours and no Time in Lieu may be taken.

2.7.4. Overtime for Team Leaders Environmental Services and Environmental Services Officers

- xix) Overtime shall be payable for hours worked in excess of 12 hours on Boxing Day, New Years Eve and Australia Day.

Overtime worked in excess of 12 hours on Monday to Saturday will be paid at the rate of double time.

Overtime worked in excess of 12 hours on a Sunday will be paid at the rate of double time and one half.

Overtime worked in excess of 12 hours on a public holiday will be paid at the rate of double time and one half in addition to normal remuneration for that day.

Overtime payments shall be made based on the hourly rate of the position, not the annualised rate ie MA7 not MA7AA and MA10 not MA10AA.

When called out or back to work for an emergency, such as an oil spill, a minimum of four hours shall be paid at the appropriate overtime rate as set out in paragraphs (i) to (iv) of this Clause, with the hourly rate based on the grade for the position not the annualised salary i.e MA7 not MA7AA and MA10 not MA10AA.

Staff required to work overtime beyond the ordinary spread of hours Monday to Sunday and Public Holidays will be entitled to a paid meal. This payment will be agreed to the rate determined from time to time and applied within the NSW Public Service.

2.7.5. Fitness for Duty

- xx) It shall be a condition of employment that Environmental Service Officers maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of ESOs and as such recognises that there is a range of environmental and operational conditions that could impact on the health of an officer.

Subsequent to appointment and, in order to ensure that prescribed fitness standards are maintained, Environmental Service Officers will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Wherever possible medical examinations, to a prescribed format, shall be carried out by NSW Maritime's Occupational Health Physician, or by other similarly qualified practitioners nominated by NSW Maritime.

The ongoing standard of fitness required of ESOs will be determined as required by the NSW Maritime Occupational Health Physician having regard to the nature of the job and the circumstances under which it is performed.

NSW Maritime shall provide a list of suitable female doctors for medicals.

An officer who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of fitness required. Subsequently, an officer who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness, will be rehabilitated to another position in accordance with the Rehabilitation and Selected Duties Policy.

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.

ESOs 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.

2.7.6. **Leave Conditions under Roster System**

Environmental Services employees may only take Annual Leave or Long Service Leave in accordance with the leave roster.

2.7.7. NSW Maritime will review current training/development & competency programs for Environmental Service Officers during the life of this agreement.

2.8. **CONDITIONS APPLICABLE TO HARBOUR MASTERS/PILOTS**

2.8.1. **Fitness for Duty**

This shall be governed by the Administrative Instruction "*Regional Ports – Health Assessment for Marine Pilots*", as varied from time to time.

2.9. **HOURS OF WORK**

Unless otherwise specified in this Agreement,

2.9.1. **Definitions**

- xxi) ***35 Hour per week employee*** means all NSW Maritime employees that are full-time staff other than Senior Boating Safety Officers, Boating Safety Officers, Riverkeepers Team Leaders Environmental Services, Environmental Service Officers, Managers at Salary Level ***MA17A, MA17AA, MO17A, MA18A, MA18AA and MO18A*** or above, Regional Managers, Marine Investigators or 38 Hour per week employees.

38 Hour per week employee means Boating Safety Officers, Port Service Officers, Environmental Service Officers and the Operations Supervisor (Sydney Harbour) .

An employee who works a 12 hour day, rostered on three days and three days off, is deemed to work an average 1792 hours a year.

2.9.2. Hours of Work

- xxii) Hours of work within this Agreement will be arranged to take into consideration the specific business needs of NSW Maritime and, where possible, the work preferences of staff.

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

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

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

2.9.3. Ordinary Hours – 35 hour per week Employees

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

- (9) 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.

Ordinary hours worked Monday to Friday are hours worked between 0700 and 1900

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.

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.

2.9.4. Ordinary Hours – 38 hour per week Employees

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

- (10) 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.

xxv) Ordinary hours worked on any day Monday to Friday are hours worked between 0600 and 1800.

xxvi) 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.

xxvii) 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.

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

xxviii) 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.

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.

Where additional hours are required and are considered by the employee concerned to be excessive, the work will be performed, if it is safe to do so and such grievance be pursued in accordance with Part 8 Grievance Handling and Dispute Resolution Procedures.

Any changes in starting and finishing times will be undertaken in consultation with the employees concerned.

The provisions of Clause 3.27, Overtime, will not apply to the Harbour Master/Marine Pilots at Eden and Yamba.

2.9.6. Additional Hours

xxix) The provisions of this Clause do not apply to the positions of Senior Boating Safety Officers, Boating Safety Officers, Riverkeepers, Marine Investigators, Team Leaders in Environmental Services, Environmental Service Officers, Managers at Salary Level **MA17/MO17, MA17A, MA17AA, MO17A MA18A, MA18AA and MO18A** and Regional Managers. The Provisions for additional hours for Senior Maritime Officers are contained in (vi) below.

Hours worked in addition to the total number of ordinary hours required to be worked pursuant to the relevant Clause are "additional hours" and shall only be worked/accrued with the agreement of the supervisor/manager.

Additional hours up to a maximum of 21 hours per four week cycle, are be taken off at a mutually convenient time, as time off in lieu on the basis of one hour per additional hour worked. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. In circumstances where operational requirements do not allow for time off in lieu, payment at ordinary time may be made.

Additional hours worked in excess of 21 hours in a four week cycle are paid at time and one half up to 28 hours and double time thereafter or alternatively, by agreement, taken as time off in lieu at ordinary time

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.

Provisions for Additional Hours for Senior Maritime Officers include:

(11) the working and/or accruing of additional hours shall only be with the agreement of the manager;

based on a four week cycle hours, worked in addition to the contract 140 hours, up to a maximum of 161 hours be taken at a mutually convenient time, as time off in lieu only, and

additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement.

no payment for additional hours.

2.9.7. Call Back and 10 Hour Break Between Rosters

xxx) 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.

Where an employee works additional hours, the employee shall not be required to return to work for duty for at least ten consecutive hours between the termination of work on one day and the commencement of work on the next day the employee, shall, subject to this Sub-clause, be released after completion of such additional hours until that employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

2.10. RELIEVING

This Clause should be read in conjunction with NSW Maritime's *Relieving Opportunities Administrative Instruction*.

2.10.1. 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).

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

2.10.3. A staff member is entitled to be paid for approved higher level duties from the first day of relief so long as the period is for five (5) or more days, except for designated operational positions which shall be paid relief on an occurrence basis.

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

2.10.5. Where relieving into a position is not an organisational necessity or an identified business need (eg non-peak periods, Christmas) NSW Maritime will not fill the position as a relieving opportunity. This Sub-clause must be read in conjunction with Sub-clause 2.9.3.

2.11. TRAINING & DEVELOPMENT

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

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

2.12. SELECTION COMMITTEES

2.12.1. Selection committees will consist of two or more persons:

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

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

a person nominated by NSW Maritime to act as an independent member of the committee who preferably should not be a current employee, but as a minimum should be from another Division to that of the vacant position;

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

2.12.2. As a general rule:

xxxii) 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.

2.12.3. The selection committee should agree on:

xxxiii) the selection criteria to be applied (including any key criteria);

core questions to be asked of the candidates;

whether candidates should be asked to:

(12) provide work samples

undergo performance tests

provide written referee reports and/or

undergo other forms of assessment as agreed by the parties;

lv) the candidates to be short-listed, where there is a large field of applicants.

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

2.12.5. 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 1 July 2010 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:

Part 13 4% of the base salary structure effective from 1 July 2010

Part 14 4% of the base salary structure effective from 1 July 2011

Part 15 4% of the base salary structure effective from 1 July 2012

3.3. ANNUALISED SALARIES

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

3.4. MARITIME OFFICER SCALE

The base salary structure below includes the 4% salary increase payable from 1 July 2010.

MARITIME OFFICER SCALE AT 1 JULY 2010	
Maritime Officer Level	Base Rate 01/07/2010
1	39,959
2	43,724
3	50,766
4	53,160
5	57,160
5A	74,090
6	59,856
7	64,349
7A	81,282
7AA	78,914
8	67,383
9	72,438
10	75,857
10A	92,790
10AA	93,026
11	81,548
11A	98,481
12	85,391
12A	102,323
13	91,796
13A	102,086
14	96,114
14A	113,047
15	103,319
15A	120,251
15AA	116,788
16	108,183
16A	125,740
17	116,282
17A	129,050
17AA	133,838
18	120,727
18A	133,496
18AA	138,284
19	125,273

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

3.5. CONDITIONS ATTACHED TO THE PAYMENT OF ANNUALISED SALARIES

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

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

3.6. ANNUALISED SALARIES GROUP 1: Designated Managerial Positions

Group 1 relates to positions in Appendix C at salary level MA17A, MA17AA, MO17A, MA18A, MA18AA and MO18A in the salary structures (excluding SMOs), whose ordinary hours of work shall not be less than 161 hours per month as averaged over the year (July to June). The annualised salary for this group covers all incidents of employment and there is no entitlement to any other payment or paid or unpaid Time in lieu (TIL). The salaries in this Clause shall be adjusted in the same manner as are salaries in Clause 3.2.

The salary for Managers covers all incidents of employment. All incidents of employment means employment including excess hours, time in lieu, overtime, and weekend and public holiday penalties. No additional payments will be made nor is Time in Lieu (TIL) to be taken or paid.

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

3.7. ANNUALISED SALARIES GROUP 2: Operational Positions

Salaries shall be adjusted in the same manner as are salaries in Clause 3.2. The ordinary hours for employees in Group 2, whose positions are listed in Appendix C, include working weekends and public holidays, and the requisite special aquatic events on Boxing Day, New Year's Eve and Australia Day. Team Leaders Environmental Services and Environmental Service Officers' ordinary hours of work include working a rostered 12 hour day, 3 days on and 3 days off as detailed in Clause 2.7.

The salary for Regional Managers covers all incidents of employment. All incidents of employment means employment including excess hours, time in lieu, overtime, and weekend and public holiday penalties. No additional payments will be made nor is Time in Lieu (TIL) to be taken or paid.

3.8. ANNUALISED SALARIES GROUP 3: Investigations

Ordinary hours of work shall not be less than 161 per month averaged over a twelve month period. The salaries in this Clause covers all incidents of employment shall be adjusted in the same manner as are salaries in Clause 3.2. The ordinary hours of work for positions in Group 3, listed in Appendix C, include routinely working

outside core hours, and on weekends and public holidays as required by the business needs of NSW Maritime.

3.9. ANNUALISED SALARIES GROUP 4: Remote Supervision

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

3.10. HARBOUR MASTER/MARINE PILOTS AT YAMBA AND EDEN

With effect from 1 July 2010 the annualised salary for the positions of Harbour Master/Marine Pilot at the Ports of Yamba and Eden shall be \$155,970 pa and shall be adjusted on 1 July 2011 and 1 July 2012 in the same manner as are salaries in Clause 3.2.

NSW Maritime acknowledges that the salary for Harbour Master/Marine Pilots at Yamba and Eden from 1 July 2007 is tied to its requirements for the working and management arrangements existing at that time. Should the working and/or management arrangements for the Ports change during the life of the *Maritime Authority of NSW (trading as NSW Maritime) Enterprise Agreement 2010-2013*, the salary will be reconsidered.

3.11. MINISTRY OFFICER SCALE

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

The base salary structure below includes the 4% salary increase payable from 1 July 2010 and salaries shall be adjusted in the same manner as are salaries in Clause 3.2.

MINISTRY OFFICER SCALE AT 1 JULY 2010		
Category	Grade	\$
Ministry Officer	4	55,265
Ministry Officer	5	59,419
Ministry Officer	6	62,219
Ministry Officer	7	66,893
Ministry Officer	8	70,049
Ministry Officer	9	75,302
Ministry Officer	10	78,855
Ministry Officer	11	84,773
Ministry Officer	12	88,768
Ministry Officer	13	95,423
Ministry Officer	14	99,916
Ministry Officer	15	107,405
Ministry Officer	16	112,455
Ministry Officer	17	120,876
Ministry Officer	17A	133,643
Ministry Officer	18	125,499
Ministry Officer	18A	138,268

3.12. PERSONAL SALARY RATES

The rates applicable to personal salaries, as set out below, shall continue to be paid to staff. The base salary structure below includes the 4% salary increase payable from 1 July 2010 and salaries shall be adjusted in the same manner as are salaries in Clause 3.2.

Level	\$ Rate
3.1	52,363
4.1	53,966
5.1	58,057
5.2	58,960
7.1	66,373
8.1	68,395
8.2	70,414
9.1	73,576
9.2	74,719
11.1	82,829
13.1	93,236
16.1	109,798
17.1	117,459

3.13. SENIOR MARITIME OFFICER (SMO) CLASSIFICATION

The classification of Senior Maritime Officer has been created within NSW Maritime. The level at which a Senior Maritime Officer will be paid and also when and if a SMO moves from Level 1 to Level 2 shall be the decision of the Chief Executive. In the case of an existing employee at a Level MA 18A being appointed into an SMO 1 position, the starting rate is Level 2 of SMO 1. The base salary structure below includes the 4% salary increase payable from 1 July 2010.

SMO SCALE AT 1 JULY 2010	
Senior Maritime Officer Classification	Salary in \$
SMO 1	
Part 1 Level 1	131,405
Part 2 Level 2	141,592
SMO 2	
Part 3 Level 1	143,987
Part 4 Level 2	154,140
SMO 3	
Part 5 Level 1	159,298
Part 6 Level 2	174,863

The salary for Senior Maritime Officers is all inclusive and covers all incidents of employment including overtime, weekend and public holiday penalties and payment for additional hours. Consequently, SMOs are excluded from the provisions of Clause 3.27 of this Agreement.

The provisions for Additional Hours for Senior Maritime Officers are set out in paragraph (vi) of Sub-clause 2.9.6 of this Agreement.

3.14. TRAINEES

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

3.15. ALLOWANCES

The following allowances are set by the NSW Premier's Department and are contained in Premier's Circulars and Memoranda. The rates below apply from 1 July 2010 and will be adjusted in accordance with advice from the Premier's Department.

ALLOWANCES AT 1 JULY 2010		
Classification	Description	\$
First Aid Officers	Designated First Aid Officer responsible for a First Aid Kit in a workplace of 25 or more people	\$750 pa
Senior First Aid Officer	Employee designated in charge of First Aid Room NB. Allowance not available where a First Aid qualification is part of an essential job requirement eg. AMSA Certificate, Coxswain's Certificate	\$1127 pa
Community Language Allowance Scheme (CLAS)	Applies to designated staff who are able to give language assistance and have passed the CLAS examination	\$1,165 pa
On Call allowance	Shipping Safety and Public Affairs staff who are rostered to be on call, in the event of an emergency, outside core hours and at weekends and on Public Holidays	\$0.82 per hour
Remote Area Allowance	Allowance for increased cost of living and climatic conditions in a remote area if: indefinitely stationed and living in a remote area in respect of all locations in an area of the State as defined in Clause 3.16	\$1,221 without dependants and \$1,750 with dependants Pro rata for part time employees
Assistance to staff members stationed in a remote area as defined in Clause 3.17 when travelling on recreation leave	By private motor vehicle	Appropriate casual rate up to a maximum of 2,850 kms less \$43.15
	Other transport - with dependants	Actual reasonable expenses in excess of \$43.15 and up to \$289.00
	Other transport - without dependants	Actual reasonable expenses in excess of \$43.15 and up to \$142.70
	Rail travel	Actual rail fare less \$43.15
Accommodation and Meal Allowances	Actual reimbursement of accommodation expenses. Expenses for meals and incidentals will be paid in accordance with current Public Service rates provided that no meal allowance will be paid where a meal is provided.	
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 \$36.55 or as appears otherwise in the Crown Employees (Public Service Conditions of Employment) Award for "non established camp

The following allowance is determined by NSW Maritime:

Classification	Description	\$ rate
Environmental Services Master 5 allowance	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	1 July 2010 — \$7193 pa
		1 July 2011 — \$7481 pa
		1 July 2012 — \$7781 pa

The following allowances are annually on 1 July adjusted by CPI (all groups Sydney index) for the preceding 1 April to 31 March period:

Classification	Description	\$ rate
Child Care Subsidy	Assistance with Child Care fees per child	1 July 2010 — \$270 pa
		1 July 2011 — TBA- CPI
		1 July 2012 — TBA- CPI
Gym Membership	Assistance with gym fees based on proof of attendance.	1 July 2010 — \$270 pa
		1 July 2011 — TBA- CPI
		1 July 2012 — TBA- CPI

The Clause should be read in conjunction with Sub-clause 1.10.1 of this Agreement.

3.16. REMOTE AREA ALLOWANCE

3.16.1. A staff member shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:

xxxiv) Indefinitely stationed and living in a remote area as defined in Sub-clause 3.16.2; or

Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in Sub-clause 3.16.2.

3.16.2. Allowance payable under this Clause shall be determined as follows:

xxxv) allowances payable in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order: namely: Conargo, Coleambally, Hay, Rankin Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality.

3.16.3. The dependant rate for each grade is payable where:

xxxvi) the staff member has a dependant as defined; and

the staff member's dependant(s) resides within the area that attracts the remote area allowance; and

the staff member's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this Clause, unless each spouse resides at a separate location within the remote area.

3.16.4. For the purposes of this Sub-clause dependant is defined as:

xxxvii) the spouse of the staff member (including a de facto spouse);

each child of the staff member aged eighteen years or under;

each son and daughter of the staff member aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and

any other person who is part of the staff member's household and who is, in the opinion of the NSW Maritime, substantially financially dependent on the staff member.

3.16.5. Temporary employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.

3.16.6. A staff member who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave

3.16.7. A staff member who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:

xxxviii) the staff member continues in employment; and

the dependants continue to reside in the area specified; and

military pay does not exceed the staff member's salary plus the remote areas allowance.

If the military salary exceeds the staff member's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

3.17. ASSISTANCE TO STAFF MEMBERS STATIONED IN A REMOTE AREA WHEN TRAVELLING ON RECREATION LEAVE

3.17.1. A staff member who:

xxxix) Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such

other area to the west of the 145th meridian of longitude as determined by the Director of Public Employment; and

Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the staff member's work location in that area, shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Clause 3.15.

3.17.2. Dependant in this Clause has the same meaning as Clause 3.16

3.17.3. Allowances under this Clause do not apply to staff members who have less than three years service and who, at the date of engagement, were resident in the defined area.

3.18. RELATED ISSUES

3.18.1. Severance payments and overtime are to be calculated exclusive of shift allowances and weekend penalties.

3.18.2. Severance payments for employees in receipt of annualised salaries are to be calculated on the basis of the annualised salary.

3.19. COST NEUTRALITY

3.19.1. Any allowance approved by the Chief Executive pursuant to Clause 1.10.1, including any allowance that is aggregated into an annualised salary, which is recognised for the purposes of superannuation shall be cost neutral to NSW Maritime.

3.19.2. Cost neutrality is achieved by applying a deflator of 0.846. The deflator is based on on-costs of 18.2%, comprised of superannuation at 14%, and long service leave at 4.22%. For the term of this Agreement, the deflator of 0.846 shall apply unless any other deflator is agreed between the parties.

3.20. MERIT BREAKS

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

However, if a job is redesigned and re-evaluated, the incumbent can "follow the job" and be direct appointed where the position has increased by one classification level, provided that more than three years has elapsed since the last job redesign.

3.21. 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 banks, building societies or credit unions.

3.22. DEDUCTIONS FROM SALARY

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

3.23. NOVATED LEASES

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

3.24. SUPERANNUATION

3.24.1. Changes in Public Sector Superannuation

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

3.24.2. Choice of Superannuation Fund

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

3.25. SALARY PACKAGING

NSW Maritime provides pre-tax provisions in accordance with State Government guidelines and ATO Rulings. Similar pre-tax provisions will be provided for other items/matters as advised by the Department of Premier and Cabinet.

3.26. EMPLOYMENT BENEFIT RELATED MOTOR VEHICLES

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

3.27. OVERTIME

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

3.27.2. The following overtime provisions will apply to staff who work outside the span of ordinary hours described in Clause 2.9.

3.27.3. 35 Hour per week Staff

- x) 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.

Overtime worked on a Sunday will be paid at the rate of double time.

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.

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.

3.27.4. 38 Hour per week Staff

- xli) Overtime worked Monday to Saturday will be paid at the rate of double time.

Overtime worked on a Sunday will be paid at the rate of double time and one half.

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.

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.

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

The provisions for overtime for this group are contained in the Clause 2.7.4

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 agreed employee-related cost savings set out in this Sub-clause.

NSW Maritime will distribute appropriate and accessible information to assist staff understands and achieves the employee related cost savings.

The parties are committed to ensure the successful implementation of the initiatives contained within this agreement.

The remuneration increases in Clause 3.2 have been part funded from the following sources:

1. Additional time savings from increased online transactions,
2. Efficiencies due to structural change/natural attrition,
3. Savings due to introducing more online training,
4. Fuel / travel reduction from on water "virtual offices";
5. Fuel/travel/subsist usage reduction through "virtual meetings";
6. Saving in agents' fees by replacement of contractors with FTE staff;
7. Cost reduction in running of job evaluation panels,
8. Overtime/time in lieu saving from 'Computer Aided Timesheets',
9. Cost saving from review of the Health & Wellbeing Program.
10. Reduction of temporary staff in the Maritime Operations division (winter)

4.2. ORGANISATIONAL MEASURES

The parties to this agreement have set the following sick leave performance target:

4.2.1. Actual sick leave per staff member to average two days in each year.

- xlii) All branches/regions be informed each month by human resources of the actual target outcomes.

The Maritime Consultative Committee monitors the actual sick leave performance each month and discuss at quarterly meetings. The privacy of individual staff member's sick leave records shall be maintained at Consultative Committee meetings.

No staff be prejudiced if they, due to genuine sickness, exceed the average annual target of two days.

4.2.2. Time lost due to industrial disputes - nil per annum.

4.2.3. Annual leave accruals

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

xliv) Such employees will be directed to take, and

Will be deemed to be on leave even if they attend work on the scheduled days for the leave.

PART 5 LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

5.1. ANNIVERSARY DATE

5.1.1. The anniversary date for all leave other than Annual Leave, Long Service Leave and Sick Leave shall be the first day of January in each year. Where employment commences after the anniversary date leave entitlements in accordance with this 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.

5.1.2. Sick leave does not have an anniversary date. The entitlement is calculated by subtracting the amount of sick leave taken in the 3 years prior to the date of the current absence, from the 3 year entitlement of 15 days.

5.2. ANNUAL LEAVE

5.2.1. Staff are entitled to Annual Leave as follows: -

xliv) Day Workers - four weeks paid leave for each completed year of service.

Boating Safety Officers (working weekends & public holidays) - five weeks paid leave for each completed year of service.

Team Leaders in Environmental Services and Environmental Service Officers - 190 hours per annum

Harbour Master/Marine Pilots at Eden and Yamba are entitled to five weeks paid leave for each completed year of service.

Additional annual leave, at the rate of 5 days per year, accrues to an employee who is stationed indefinitely in a remote area of the State being the Western and Central Division of the State described as such in the Second Schedule to *the Crown Lands Consolidation Act 1913* before its repeal

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, workload requirements and personal, emergency and compassionate circumstances.

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

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

5.2.6. **Annual Leave Accruals**

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

xlv) Such employees will be directed to take, and

Will be deemed to be on leave even if they attend work on the scheduled days for the leave.

5.2.7. An employee may elect, with the consent of NSW Maritime to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties in order to meet their personal carer's responsibilities.

5.2.8. An employee may elect with NSW Maritime's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their personal carer's responsibilities.

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

5.2.10. Additional hours or days worked by part-time employees, up to the full time equivalent hours for the position, shall count for the accrual of annual leave.

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 Long Service 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, workload requirements and personal, emergency and compassionate circumstances.

5.3.5. Long Service Leave can be paid at full pay or half pay or double pay.

5.3.6. Payment of proportionate extended leave arises when an employee has completed service of at least 5 years but less than 7 years, and the employment is being terminated:

xlvi) Either by the employer for any reason other than the employee's serious and intentional misconduct; or

By the employee on account of illness, incapacity or other domestic or pressing necessity.

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

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

5.3.8. An employee with an entitlement to Long Service leave may elect to take leave at double pay. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the amount of the double payment.

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

Superannuation contributions for employees who are members of defined benefits plans will only be made on the basis of the actual absence from work ie. at the single time rate.

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

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

5.3.11. Additional hours or days worked by part-time and casual employees, up to the full time equivalent hours for the position, shall count for the accrual of long service leave.

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.

Sick leave entitlement for each NSW maritime staff member shall be 5 days on full pay for each year of service. Total entitlement is cumulative on a three year basis i.e. full entitlement shall include any unused sick leave in the three years prior to the date of application. NSW Maritime will approve additional sick leave where it is genuine and reasonable.

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

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

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.

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

Where a Workers Compensation claim is pending approval or determination, access to available sick leave will be provided and if the claim is approved, sick leave will be re-credited.

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

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:

- (13) 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.

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.

5.4.2. **Special Sick Leave**

Subject to the criteria set out in points 1, 2 and 3 below, all employees can access special sick leave. Special Sick Leave is designed to assist people when they have serious illness or injury and are unable to report for work.

If the following criteria are met, Special Sick Leave will be approved by the Chief Executive.

The criteria are:

- (14) Major Illness; or
- Serious Injury; or
- Need for extended time off work related to a medical condition.

NSW Maritime will require medical evidence to support the application.

Special Sick Leave is calculated using the following methodology:

Complete Years of Service x 5 days.

5.4.3. Extended Special Sick Leave

Where an employee has exhausted the grant of Special Sick Leave they may also apply to the Chief Executive for extended special sick leave. Extended special sick leave may be granted at the discretion of the Chief Executive.

Extended Special Sick is designed for long term illness or injury, to be applicable after other forms of sick leave has been exhausted.

NSW Maritime will require medical evidence to support this application.

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. Bereavement Entitlement for Casual Employees

xlvi) Subject to the evidentiary and notice requirements set out in NSW Maritime's Personal Carer's Leave policy, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Sub-clause 5.5.4 of this Clause.

NSW Maritime and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion.

The casual employee is not entitled to any payment for the period of non-attendance.

- 5.5.4. 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”.

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.
- 5.5.7. An employee may elect, with the consent of NSW Maritime to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties in order to meet their personal carer's responsibilities.
- 5.5.8. An employee may elect with NSW Maritime's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their personal carer's responsibilities.
- 5.5.9. **Personal Carer's entitlement for casual employees**

- xlix) Subject to the evidentiary and notice requirements set out in the NSW Maritime's Personal Carer's Leave policy, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Sub-clause 5.5.4 of this Clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

NSW Maritime and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

NSW Maritime must not fail to re-engage a regular casual employee (see section 53 (2) of the *Industrial Relations Act 1996* (NSW) because:

- (15) The employee or the employee's spouse is pregnant; or

The employee is or has been immediately absent on parental leave.

NSW Maritime must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this Sub-clause. The rights of NSW Maritime to engage or not engage a casual employee are otherwise not affected.

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 will 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 AND ADOPTION LEAVE

- 5.7.1. Women employed by NSW Maritime who have completed at least forty weeks continuous service either with NSW Maritime or with an organisation listed in the Schedule 3A to the *Public Sector Employment and Management Act 2002*, prior to commencement of Maternity Leave shall be granted paid Maternity Leave on full pay for 14 weeks from the date Maternity Leave commences. Maternity Leave may commence up to 14 weeks prior to the expected date of birth as indicated on the medical certificate furnished with the application for Maternity Leave.

Payment for Maternity Leave may be on a normal fortnightly basis; in advance in a lump sum; or at a rate of half pay over a period of 28 weeks on a regular fortnightly basis.

- 5.7.2. Staff may elect to take available Annual Leave on half pay in conjunction with any period of Maternity Leave on half pay.
- 5.7.3. 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-credited with such Annual and/or Long Service Leave.
- 5.7.4. An employee who will be the primary care giver from the date of taking custody of an adopted child is entitled to payment at the ordinary rate of pay for a period of 14 weeks adoption leave, or the period of adoption leave taken, whichever is the lesser, provided that the employee:
 - l) Applied for adoption leave within the time and manner determined by the designated manager;

Prior to the commencement of adoption leave, had completed not less than 40 weeks' continuous service.

5.7.5. In addition to the 14 weeks referred to in sub- Clause 5.7.1, employees will be entitled to access the 18 weeks available under the *Commonwealth Parental Leave* legislation which comes into effect on 1 January 2011.

5.8. PARENTAL LEAVE

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

- li) Provided that reasonable notice has been given to their manager to allow necessary arrangements to be made;

Prior to the expected date of birth or taking custody (in the case of adoption) have completed not less than 40 weeks' continuous service.

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

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

An employee who applies for this leave is entitled to the leave if the outcome of the pregnancy results in a miscarriage or the birth of a child who does not survive.

Employees who are eligible for paid maternity, parental or adoption leave are entitled to up to 12 months of unpaid leave. The paid component of the leave is included in this 12 months and does not extend the total period of leave.

5.8.2. Parental Leave and the Commonwealth Paid Parental Leave Scheme

If at any time a NSW Maritime employee who is currently entitled to Parental Leave under this Clause becomes the primary carer of the newborn or adopted child, the employee may also be entitled to the Commonwealth Paid Parental Scheme (CPPL). The CPPL scheme is independent to NSW Maritime's Parental Leave scheme, to be eligible for CPPL a person must be the primary carer of a newborn child or the initial primary carer of an adopted child under the age of 16, as well as satisfy a work test, income test and Australian residency requirements. An employee may receive CPPL (subject to the employee meeting the required CPPL tests) without affecting their entitlement to NSW Maritime Parental Leave provisions.

5.8.3. Transfer of Commonwealth Paid Parental Leave

The primary carer of the newborn child may transfer any unused CPPL pay to another person, such as his or her partner.

The other primary carer can lodge a claim for CPPL and if eligible, they will receive any unused CPPL pay. Employees cannot both receive CPPL payments at the same time for the same child.

5.8.4. Entitlements of casual employees

5.8.4.1. Casual employees are entitled to unpaid maternity, parental and adoption leave under Chapter 2, Part 4, Division, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.

5.8.4.2. Personal Carer's entitlement for casual employees

- (16) Subject to the evidentiary and notice requirements set out in the NSW Maritime's *Personal Carer's Leave* policy, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Sub-clause 5.5.4 of Clause 5.5 Personal Carer's Leave who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

NSW Maritime and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

5.8.4.3. NSW Maritime must not fail to re-engage a regular casual employee (see section 53 (2) of the *Industrial Relations Act 1996 (NSW)*) because:

- (17) The employee or the employee's spouse is pregnant; or

The employee is or has been immediately absent on parental leave.

5.8.4.4. NSW Maritime must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this Sub-clause. The rights of NSW Maritime to engage or not engage a casual employee are otherwise not affected.

An employee must not fail to re-engage a regular casual employee (see section 53 (2) of the Act) because:

- (18) The employee or employee's spouse is pregnant; or

The employee is or has been immediately absent on maternity, adoption or parental leave

The rights of NSW Maritime in relation to engagement and reengagement of casual employees are not affected, other than in accordance with this Sub-clause.

5.8.5. Right to request

5.8.5.1. An employee entitled to maternity, adoption or parental leave may request NSW Maritime to allow the employee:

(19) to extend the period of simultaneous unpaid maternity, adoption or parental leave use up to a maximum of eight weeks;

to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;

to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.

5.8.5.2. NSW Maritime shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or NSW Maritime's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

5.8.5.3. The employee's request and NSW Maritime's decision made under 5.8.3.1 and 5.8.3.2 must be recorded in writing.

5.8.5.4. Where an employee wishes to make a request under Sub-clause 5.8.3.1, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

5.8.6. Communication during maternity, adoption and parental leave

5.8.6.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, NSW Maritime shall take reasonable steps to:

(20) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

5.8.6.2. The employee shall take reasonable steps to inform NSW Maritime about any significant matter that will affect the

employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- 5.8.6.3. The employee shall also notify NSW Maritime of changes of address or other contact details which might affect NSW Maritime's capability to comply with Clause 5.8.4.1.

5.9. CHILD CARE

NSW Maritime agrees to provide assistance with the cost of child care fees up to the value of \$270.00 pa per child where the employee's children are in registered/approved child care facilities (i.e. long day care and vacation care). This subsidy per child will be adjusted annually on 1 July, in accordance with the CPI (all groups Sydney index) for the preceding 1 April to 31 March period.

5.10. PURCHASED LEAVE

This Clause should be read in conjunction with NSW Maritime's Purchased Leave Administrative Instruction. Key features are reproduced below:

- 5.10.1. Purchased Leave is a voluntary arrangement where employees may purchase additional leave. The approval of Purchased Leave Agreements is subject to business needs.
- 5.10.2. A staff member may apply to enter into an agreement with the Chief Executive to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in an agreed 12 month period. Each application for purchased leave will be considered subject to NSW Maritime's operational requirements, the personal needs of the employee and the business needs and work demands of the position, division, branch and organization affected.
- 5.10.3. All leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 5.10.4. The leave will count as service for all purposes. The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
- 5.10.5. Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of their purchased leave.
- 5.10.6. To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualized at a pro rata rate over the 12 month period.
- 5.10.7. Purchased leave is subject to the following provisions:
- lii) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.

Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.

Sick leave cannot be taken during a period of purchased leave.

The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.

Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.

Higher Duties Allowance will not be paid when a period of purchased leave is taken.

5.11. LACTATION BREAKS

- 5.11.1. This Clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided in this Agreement.
- 5.11.2. A full time staff member or a part time staff member who works more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 5.11.3. A part time staff member who works 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 5.11.4. A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the position, branch, division and/or organization with the lactating needs of the staff member.
- 5.11.5. Upon the identification of the requirement for such facilities as indicated by a staff member wishing to access lactation breaks, NSW Maritime will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable.
- 5.11.6. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- 5.11.7. Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the

Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

5.11.8. Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilize sick leave in accordance with this Agreement or Time in Lieu (TIL) where applicable. The type of leave to be taken is to be discussed and agreed upon by the staff member's manager either prior to the taking of leave or immediately upon the staff member's return to work following the taking of leave required to seek support or treatment in relation to breastfeeding and the transition to the workplace.

5.12. 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:

b) That operating requirements permit the granting of leave.

Part 24 That the scope, content and level of the short course are such as to contribute to a better understanding of staff relations and be of benefit to NSW Maritime as a whole.

Part 25 Leave granted for trade union training will count as service for all purposes.

Part 26 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.

Part 27 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.

5.13. LEAVE WITHOUT PAY

5.13.1. 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.

5.13.2. 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.

5.13.3. In granting of leave without pay NSW Maritime will use its discretion as to whether relieving arrangements will be invoked to cover such absences.

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

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

5.14. PUBLIC HOLIDAYS

5.14.1. The following days, or the days upon which they are observed, shall be public holidays,

liii) 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.

5.14.2. Subject to the provisions of Clause 5.14.3 there shall be no deduction of pay for public holidays not worked.

5.14.3. 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.

5.15. SPECIAL EXTRAORDINARY AQUATIC EVENTS

From time to time, Special Extraordinary Aquatic Events will occur outside of the events that are currently supported by on-water employees. Examples are of the magnitude of World Youth Day and APEC. NSW Maritime will determine, in consultation with the unions, which events and dates fall into this category. In such cases the working arrangements/compensation for on-water employees required to work to support these events (SBSOs, BSOs, Riverkeepers, Team Leaders Environmental Services, ESOs and Hydrographic Surveyors) are as follows:

5.15.1. SBSOs, BSOs and Riverkeepers

- liv) if the day falls on an RDO they will be entitled to an alternate RDO at a time which suits business needs.

Where one month's notice is not given to a BSO that they are required to work on their RDO for a Special Extraordinary Aquatic Event, that BSO will be entitled to an additional RDO of 7.6 hours to be taken subject to needs of each regional business unit.

if the day falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

5.15.2. Team Leaders Environmental Services and Environmental Service Officers

- lv) if the day falls on an RDO they will be entitled to an alternate RDO at a time which suits business needs

if the day falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

if they work more than 12 hours they will be paid overtime.

5.15.3. Hydrographic Surveyors

- lvi) if the day falls on a normal working day, they will work as normal. If the event is gazetted as a Public Holiday they will be paid the appropriate penalty rates for the time worked.

if the day falls on a weekend, they will be paid appropriate penalty rates for time worked.

PART 6 WORKPLACE REPRESENTATIVES

6.1. ROLES AND RESPONSIBILITIES

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

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 NSW Maritime and that their prime responsibility and duty is as staff. Their activities on union business must not be inconsistent with their contract of employment.

6.1.3. On election/nomination of a member as a delegate, NSW Maritime expects the union concerned to notify it in writing addressed to the Manager Human Resources advising the following information:

lvii) New delegate's name.

Name of delegate replaced, new or additional position.

Work location and telephone contact number.

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, NSW Maritime 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 NSW Maritime and involves activities such as:

lviii) 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.

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.

Attending meetings or conferences called by their union(s), Peak Councils or NSW Maritime.

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. NSW Maritime is not under any obligation to pay its delegates whilst they attend to union business, however in line with the spirit inherent in recognition of the role of delegates, NSW Maritime is prepared to pay where the following criteria are met:

- lix) Safety and operational requirements are not prejudiced, an application for special leave is submitted and supervisor approval is obtained beforehand.

NSW Maritime considers that the request is reasonable and leads to more constructive staff relations.

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. NSW Maritime 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 NSW Maritime, will be continued.

When involved in union activity, delegates are expected to observe the same standards of conduct and behaviour as any staff. Breaches will be dealt with on the same basis as for all staff - either under the NSW Maritime Disciplinary Procedures or other appropriate action.

6.1.10. NSW Maritime 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 5.12 of this Agreement

PART 7 WORK ENVIRONMENT

7.1. NSW MARITIME'S COMMITMENT TO OCCUPATIONAL HEALTH AND SAFETY

7.1.1. NSW Maritime is committed to maintaining an accident-free and healthy workplace. This will be achieved by:

- ix) 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.

NSW Maritime supports the NSW Government's "Working Together" strategy which is aimed at securing improvements in the public sector's health and safety performance with a specific focus on injury management.

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

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

7.2. MANAGEMENT RESPONSIBILITY

7.2.1. NSW Maritime 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.

7.3. LABOUR HIRE/ CONTRACT BUSINESS

7.3.1. Occupational Health and Safety

For the purposes of this Sub-clause, the following definitions shall apply:

lxi) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

7.3.2. Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

lxii) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

7.3.3. Nothing in Sub-clause 7.3.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

7.3.4. Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this Clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this agreement.

7.3.5. This Clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations.

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

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

7.4. INDIVIDUAL RESPONSIBILITY

7.4.1. 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.

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

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

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

7.4.5. 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.

7.5. CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT

7.5.1. 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.

7.5.2. 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.

7.5.3. NSW Maritime will issue uniforms to front-line customer contact positions only. This includes all on-water roles, customer service positions and survey staff (that is hydrographic surveyors and vessel surveyors). Where existing

staff in roles other than those described above, have supplies of uniforms these will not be replaced following condemnation.

7.5.4. 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.

7.5.5. 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.

7.6. 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.

7.7. HARASSMENT FREE WORKPLACE

7.7.1. NSW Maritime is committed to ensuring that staff work in an environment free of harassment.

7.7.2. 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.

7.7.3. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.

7.7.4. 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 NSW Maritime.

7.7.5. 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.

7.7.6. 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.

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

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

If you have any type of problem, concern or complaint about work or the work environment, you may try to resolve the matter informally or you can 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

NSW Maritime's grievance handling procedure incorporates best practice models from other organisations. It has been written in a clear and easy to read format to help all levels of staff understand and use the procedure when required.

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.

5.2.6 Sorted out with a minimum of fuss

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

5.2.7 Timely

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

8.3. CAN YOU SORT OUT THE GRIEVANCE YOURSELF?

8.3.1. Raising the matter

If you can, talk to the person about the matter or your direct supervisor, as soon as possible. In many cases, the matter can be resolved quickly and practically by simply talking about the problem in the appropriate forum to raise awareness and to consider ways to resolve the problem. In the meantime continue to work normally unless there is a proven health or safety risk to any of the parties involved. (In such a case notify the Manager Human Resources 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). Solving your matter informally will be more likely if you are clear and positive about what you want to change and focus on the problem rather than the personalities. While it is difficult to generalise, in most situations you should only lodge a formal grievance if you have been unsuccessful at resolving the matter informally.

8.3.2. Talk to an appropriate person

If you aren't sure how to handle the problem or raising the matter directly is not appropriate in the circumstances, contact an appropriate person who you can talk to about your concerns. An appropriate person may be your supervisor, your manager, the spokeswoman, someone in Human Resources, a union delegate or official, the Employee Assistance Program Counsellor (see Section 8.9 - Summary of Steps). It is usually helpful to select someone local to the situation as often matters can then be sorted out speedily.

8.3.3. Recruitment and Selection Processes

If your grievance concerns the way in which a recruitment and selection process was carried out, you should contact the Manager Human Resources

as soon as possible with the details of your concern. You should note that this Grievance Procedure does not apply to complaints about the outcome of a selection process. If you are unsuccessful in gaining a promotions position, you may have rights to appeal to the Government & Related Employees Appeals Tribunal (GREAT).

8.3.4 Formally lodging a grievance

If it is not possible to resolve your grievance informally, then you may formally lodge that grievance in writing or in a face to face meeting to an appropriate person (as described in 8.3.2). The grievance must be in written form to ensure that there is clear and shared understanding of the issues of concern. If you have raised the issue with an appropriate person, they may write down your concerns for you but you will need to sign the document to show that the issues have been correctly understood and represented for you.

8.3.5 Corrupt Conduct

If the matter involves allegations of corrupt conduct, you should report the matter according to the procedure outlined in NSW Maritime's Internal Reporting System, which is available on the Human Resources website in the "Policies and Information for Staff" section.

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:

ixiii) Get full information from you about your grievance and what will sort it out as far as you are concerned. It is always easier to resolve issues if you have some evidence of your claims, you have an idea what you would like to happen to help the situation and your expectations are reasonable.

Explain the rest of the grievance procedure; they will also refer you to people who can provide you with support if you need it.

Decide if they are the appropriate person to continue handling the grievance — they may not be of a sufficiently senior level, too biased or seen to be too biased, to handle the grievance. If they can't handle the grievance they will, with your agreement, refer you to another appropriate supervisor or manager or the Manager Human

Resources. 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. This may include:

- lxiv) arranging a meeting between parties to discuss the matters raised; or
seeking mutual agreement on a preferred course of action.

Where the course of action does not require the input of the Manager Human Resources, the supervisor/manager should put this into effect immediately.

Where action does require the input of the Manager Human Resources, the matter will be documented and referred as soon as possible for approval/advice. The proposed action should occur as soon as possible after approval is received.

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 Manager Human Resources 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, NSW Maritime may decide to:

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

8.5.4. Disciplinary action

If the person handling the grievance decides that there has been an intentional breach of one of NSW Maritime's policies or standards, NSW Maritime will invoke the disciplinary policy to deal with those matters.

8.5.5. Criminal or illegal activity

If the person handling the grievance believes that criminal or illegal activity may be involved, they are to inform the Manager Human Resources 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:

Organisation	Contact Details
Your Union	
Part 7 AMOU	T (02) 9264 2388
Part 8 ASU	T (02) 9310 4000
Part 9 MUA	T (02) 9264 5024
Part 10 AIMPE	T (02) 9698 3999
Employee Assistance Counsellor	T 1800 337 068
NSW Anti-Discrimination Board	
Part 11 Sydney 175-183 Castlereagh St Sydney NSW 2000	T (02) 9268 5555 F (02) 9268 5500 fax *TTY (02) 9268 5522

Organisation	Contact Details
Part 12 Wollongong Gov't Offices 84 Crown St Wollongong NSW 2500	T (02) 4224 9960 F (02) 4224 9961 TTY (02) 4224 9967
Part 13 Newcastle Suite 3, Lvl 3 97 Scott St NEWCASTLE 2300	T (02) 4926 4300 F (02) 4926 1376 TTY (02) 4929 1489
Part 14 Enquiries Line/Employers Advisory Service	T (02) 9268 5544 1800 670 812 Toll free number if calling from outside the Sydney area
Part 15 Anti-Discrimination board Website	http://www.lawlink.nsw.gov.au/adb

*TTY — telephone typewriter for deaf or hearing impaired persons

8.9. SUMMARY OF STEPS TO FOLLOW IF YOU HAVE A GRIEVANCE

	What to do	When
Step 1	If you can, try to sort the grievance out yourself with the person or people involved. You may find that they didn't mean to do what they did or they did not realise there was a problem.	Do this as soon as possible
	Continue to work normally unless there is a proven health or safety risk to any of the parties involved. (In such a case, notify the Manager Human Resources who will advise the Chief Executive, so that other arrangements may be made).	Immediately
Step 2	If: you aren't sure how to handle the problem yourself, or you just want to talk confidentially about the problem with someone and get some more information about what you can do, then talk to an appropriate person. (Appropriate persons may include your supervisor or manager, Manager Human Resources, Learning & Development Manager, union delegates or officials, the spokeswomen or the Employee Assistance program (EAP) staff counsellor.) Note: If necessary NSW Maritime will arrange and pay for the cost of an interpreter	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

	What to do	When
Step 3	To get the grievance sorted out, go to see: Your supervisor, or if you don't feel comfortable or that it is inappropriate you see them, Your manager, or if you don't feel comfortable or that it is inappropriate you see them, Any other supervisor or manager who is at a higher level than you, or an appropriate member of the ER team.	Do this as soon as possible The person you see must get full information from you as soon as possible. Unless there is a very good reason they should do this within two working days They must then sort out the grievance as fast as possible and must advise you, in writing, of the outcome.
Step 4	If you are unhappy with the way the grievance is being, or has been, sorted out, you can raise your concerns with: The manager of the person who was/is sorting out your complaint, or if you don't want to see them. Any other more senior manager or the Manager Human Resources, Learning & Development Manager.	Do this as soon as possible NSW Maritime aims to have any concerns sorted out as quickly as possible
Step 5	If you are still unhappy, you can get advice from any relevant external agency, for example: Your union The NSW Anti-Discrimination Board	Do this as soon as possible Each agency will tell you their time limits Contact numbers in Section 8.8.

8.10. DISPUTE RESOLUTION PROCEDURES

Any dispute between employees or their union and NSW Maritime should follow the steps below. In addition, the principles underlying the resolution of grievances should be followed in dealing with disputes. Industrial relations past precedent dictates that normal work must continue while these Procedures are being followed. If a health or safety risk is present, the Manager Human Resources 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	Action
Step 1	An employee representative or the union representative should contact the relevant supervisor first. The supervisor must start to deal with the dispute as quickly as possible, usually within 24 hours of being notified. The Manager Human Resources must also be advised of the dispute as soon as possible.
Step 2	If the dispute is unresolved, an employee representative or the union

	representative may approach the Regional/Branch Manager or equivalent to resolve the dispute. Where the dispute has industrial or human resource implications, the Regional/Branch Manager should seek the advice of the Manager Human Resources
Step 3	At this point, if the dispute remains unresolved, the Regional/Branch Manager should inform the Chief Executive.
Step 4	NSW Maritime or the union may refer the dispute to the Industrial Relations Commission.

8.11. KEEPING RECORDS RELATING TO THE DISPUTE

A copy of the papers that relate to the dispute should be sent to the Manager Human Resources 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 NSW MARITIME JOB EVALUATION SYSTEM

9.1. CRITERIA FOR JOB REDESIGN

- 9.1.1. The design of existing jobs in NSW Maritime may occur according to changing business needs. The process may be activated by the employer, staff or union, but must take into account the recency of the previous design and evaluation of the position.
- 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:
- lxvi) where the incumbent can demonstrate that the duties of the position have substantially changed
- where a new position is created
- where a position falls vacant and NSW Maritime determines that it is necessary to re-design and/or evaluate the position prior to advertising the vacancy.
- 9.1.4. The creation of a new job and the re-design of an existing job require the approval of the Chief Executive. Approval is obtained through a submission to the Chief Executive by the Manager and supported by a General Manager, Manager Human Resources and General Manager Corporate Services.
- 9.1.5. The work value of re-designed positions will be evaluated using an accredited Job Evaluation System.

9.2. NSW MARITIME 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:
- lxvii) Job Redesign will be undertaken on an as needs basis.
- 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.

Each redesigned job will be evaluated using the Job Evaluation System to assess the level of the new position.

The Job Redesign process will identify all competencies required within positions in each Business Unit (ie. a Competency Profile).

9.3. OVERVIEW OF JOB EVALUATION SYSTEM

9.3.1. The Mercer Cullen Egan Dell Job Evaluation System was adopted by NSW Maritime on 14 June 2005.

9.3.2. The Job Evaluation System shall be used to determine the appropriate remuneration level that the position will occupy (ie. levels 1 to 18).

9.3.3. This Clause must be read in conjunction with Sub-clause 9.3.1 of this Clause. The Mercer Cullen Egan Dell system contains three broad factor headings. The factors consist of a number of sub-factors required to fully assess the nature and scope of each position. The three broad factors are:

lxviii) Expertise — concerned with the input elements of a job, that is the knowledge, and the skills the incumbent must apply to achieve the position's objectives;

Judgement — focuses on the policy and guidelines framework which structures the judgemental and thinking challenges required by the position; and

Accountability — measures the outcomes and outputs of a position in qualitative and/or quantitative terms.

9.3.4. Following job redesign in accordance with business needs, the work value of positions will be evaluated using the Mercer Cullen Egan Dell Job Evaluation System. The base salary for the position will be established as Maritime Officer, Levels 1 to 18.

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.

Job evaluation is undertaken at the Authority-wide level. The Job Evaluation Panel will comprise as a minimum one Human Resources person, one internal independent member and the line manager for the position to be evaluated (not the immediate supervisor). Gender balance is required with the Job Evaluation Panel comprising at least one man and one woman. All members of a Panel must be trained in the Job Evaluation system operating in NSW Maritime.

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

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

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

9.5. CUSTOMER SERVICE OFFICERS (CSOs)

9.5.1. The parties have agreed to:

lxix) representatives of the ASU and NSW Maritime are to meet during the life of this Agreement to agree the details of a review process which is to include:

- (21) the work being undertaken by Customer Service Specialists;
- (22) the work being done by any Customer Service Officer who believes that she/he is undertaking the work of a Customer Service Specialist;
- (23) how many Customer Service Specialist positions are required.

the review process referred to in sub paragraph (i) is to be completed during the life of this Agreement.

9.6. INITIAL & PERIODIC SURVEYORS, SMS AUDITORS AND MARINE EXAMINERS, COMMERCIAL OPERATIONS BRANCH

The parties agree that:

Representatives of the AIMPE, AMOU and NSW Maritime give a commitment to finalise the position restructuring of Initial and Periodic surveyors, SMS auditors and Marine Examiners from the Commercial Operations Branch during the first 6-12 months of this Agreement. This will include, but is not limited to:

- c) The work being undertaken by Initial and Periodic surveyors, SMS auditors and Marine Examiners from the Commercial Operations Branch.

Part 28 An analysis of the independent review undertaken by Mercers in relation to the work of Initial and Periodic surveyors, SMS auditors and Marine Examiners.

Part 29 A commitment to meet regularly (once every 6 weeks) in order to discuss at length the concerns about the current and future roles of Initial and Periodic surveyors, SMS auditors and Marine Examiners from the Commercial Operations Branch.

PART 10 SIGNATORIES

For and on behalf of:

The Maritime Authority of New South Wales (trading as NSW Maritime)

For and on behalf of

The Australian Maritime Officers Union (NSW Branch)

For and on behalf of

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

For and on behalf of

The Australian Services Union

For and on behalf of

Australian Institute of Marine and Power Engineers



FLEXIBLE WORKING PRACTICES GUIDELINES

NSW Maritime recognises through Clause 1.10.2 of the Maritime Authority of NSW (trading as NSW Maritime) Enterprise Agreement 2010-2013, the importance of flexibility in work arrangements. Benefits flow from such arrangements in terms of job satisfaction and productivity gains.

Part 16 The ordinary hours for work for 35 hour week staff are between 0700 and 1900, Monday to Friday.

Part 17 For Environmental Service staff on a rostered 12 hour day, 3 days on / 3 days off, ordinary hours are between 0600 and 1800, Monday to Sunday.

Part 18 Boating Safety Officers work an average span of 38 ordinary hours a week over a four week cycle. There are no fixed hours and they work additional hours to accommodate business needs. Additional hours are normally taken as time-in-lieu.

Part 19 Staff whose work allows them to do the equivalent hours for a 5 day week in four days may be able to negotiate such an arrangement if business needs permit.

Part 20 Staff who have personal carer's needs may be able to negotiate different work arrangements to suit their personal needs providing business needs permit.

Part 21 The availability of flexible hours and flexible practices are a privilege and need to be agreed with your manager in advance.

Working from Home or Telecentres (Irregular basis)

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

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

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

Criteria for Application

The staff member should:

Part 22 Be working on a project or paper where there is benefit in working alone

Part 23 Be working on a project or paper where progress can readily be measured

Part 24 Be able to organise and prioritise their work

Part 25 Be contactable by telephone between agreed hours

Part 26 Maintain their record of working time on their timesheet (which may occasionally be greater than 7 hours in a day, if parameters agreed in advance)

Part 27 Take a break of at least 30 minutes for lunch or equivalent

Part 28 Come into work if required

Part 29 Incur no additional costs for NSW Maritime

Part 30 Have advance approval.

The time granted can be:

Part 31 Part day

Part 32 Whole day

Part 33 No more than once a month, unless Telecentre where can be once a week.

Exceptions where:

Part 34 Special fixed term projects e.g. system testing

Part 35 Maximum of 3 months where related to family or medical situation (considered on a case by case basis)

Working environment

Part 36 The employee's working environment should be one which allows the individual to work with minimal interruption.

Part 37 Use of the Authority's laptops may be granted by a Manager subject to usual criteria and availability.

Part 38 Access to NSW Maritime on-line network does not automatically flow from approval to work at home – this again is subject to the usual criteria.

Telecentres

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

Granting Approval

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

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

Job Sharing

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

Job Sharing is approved on a case by case basis.

Career Breaks

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

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

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

SALARY RATES

MARITIME OFFICER						
Salary Rates — 1 July 2010 to 30 June 2013						
Levels	01/07/2010	4%	01/07/2011	4%	01/07/2012	4%
1	39,959		41,557		43,220	
2	43,724		45,473		47,292	
3	50,766		52,797		54,909	
4	53,160		55,286		57,498	
5	57,160		59,446		61,824	
6	59,856		62,250		64,740	
7	64,349		66,923		69,600	
8	67,383		70,078		72,881	
9	72,438		75,335		78,349	
10	75,857		78,891		82,047	
11	81,548		84,810		88,203	
12	85,391		88,807		92,359	
13	91,796		95,467		99,286	
14	96,114		99,958		103,957	
15	103,319		107,452		111,750	
16	108,183		112,510		117,011	
17	116,282		120,933		125,771	
18	120,727		125,556		130,579	
19	125,273		130,284		135,495	
MARITIME OFFICER - ANNUALISED						
5A	74,090		77,054		80,136	
7A	81,282		84,533		87,915	
7AA	78,914		82,070		85,353	
10A	92,790		96,501		100,036	
10AA	93,026		96,747		100,617	
11A	98,481		102,420		106,517	
12A	102,323		106,416		110,673	
13A	102,086		106,169		110,416	
14A	113,047		117,569		122,271	
15A	120,251		125,061		130,063	
15AA	116,788		121,460		126,318	
16A	125,740		130,769		136,000	
17A	129,050		134,212		139,581	
17AA	133,838		139,191		144,759	
18A	133,496		138,836		144,390	
18AA	138,284		143,815		149,568	

PERSONAL RATES			
Salary Rates — 1 July 2010 to 30 June 2013			
Personal Levels	01/07/2010 4%	01/07/2011 4%	01/07/2012 4%
3.1	52,363	54,458	56,636
4.1	53,966	56,124	58,369
5.1	58,057	60,379	62,794
5.2	58,960	61,318	63,771
7.1	66,373	69,028	71,789
8.1	68,395	71,131	73,976
8.2	70,414	73,231	76,160
9.1	73,576	76,519	79,580
9.2	74,719	77,707	80,816
11.1	82,829	86,143	89,588
13.1	93,236	96,965	100,844
16.1	109,798	114,190	118,758
17.1	117,459	122,158	127,044
18.1	127,110	132,194	137,482

MINISTRY OFFICER			
Salary Rates — 1 July 2010 to 30 June 2013			
Grades	01/07/2010 4%	01/07/2011 4%	01/07/2012 4%
4	55,265	57,476	59,775
5	59,419	61,795	64,267
6	62,219	64,708	67,297
7	66,893	69,569	72,351
8	70,049	72,851	75,765
9	75,302	78,314	81,447
10	78,855	82,009	85,289
11	84,773	88,164	91,691
12	88,768	92,318	96,011
13	95,423	99,240	103,210
14	99,916	103,912	108,069
15	107,405	111,701	116,169
16	112,455	116,953	121,631
17	120,876	125,711	130,739
17A	133,643	138,988	144,548
18	125,499	130,519	135,739
18A	138,268	143,798	149,550

PILOTS			
Salary Rates — 1 July 2010 to 30 June 2013			
Pilot	01/07/2010 4%	01/07/2011 4%	01/07/2012 4%
Annualised Salary	155,970	162,209	168,698

SENIOR MARITIME OFFICER			
Salary Rates — 1 July 2010 to 30 June 2013			
Classification	01/07/2010 4%	01/07/2011 4%	01/07/2012 4%
SMO 1			
Level 1	131,405	136,661	142,127
Level 2	141,592	147,256	153,146
SMO 2			
Level 1	143,987	149,746	155,736
Level 2	154,140	160,305	166,717
SMO 3			
Level 1	159,298	165,670	172,297
Level 2	174,863	181,857	189,131

BOATING SAFETY OFFICERS			
Salary Rates — 1 July 2010 to 30 June 2013			
BSO Level	01/07/2010 4%	01/07/2011 4%	01/07/2012 4%
BSO (Entry Level) MA 5A	74,090	77,054	80,136
BSO (Intermediate) MA 7A	81,202	84,533	87,915
BSO MA 10A	92,790	96,501	100,361
Senior BSO MA12A	102,323	106,416	110,673

ENVIRONMENTAL SERVICE OFFICERS			
Salary Rates — 1 July 2010 to 30 June 2013			
ESO Level	01/07/2010 4%	01/07/2011 4%	01/07/2012 4%
ESO MA 7AA	78,914	82,070	85,353
Team Leader MA10AA	93,026	96,747	100,617

CUSTOMER SERVICE OFFICERS			
Salary Rates — 1 July 2010 to 30 June 2013			
CSO Level	01/07/2010 4%	01/07/2011 4%	01/07/2012 4%
CSO (Entry Level) MA 3	50,766	52,797	54,909
MA 4	53,160	55,286	57,498
MA 5	57,160	59,446	61,824
MA 6	59,856	62,250	64,740
CSS — MA 7	64,349	66,923	69,600
CSS — MA 9	72,438	75,335	78,349

ALLOWANCES				
Classification	Description	2010	2011	2012
*Community Language (CLAS)	Interpreter Services	\$1,165	TBA	TBA
*First Aid Officers	Designated First Aid Officer responsible for a First Aid Kit in a workplace of 25 or more people	\$750	TBA	TBA
*Senior First Aid Officer	Employee designated in charge of First Aid Room. NB. Allowance not available where First Aid qualification is part of an essential job requirement e.g. AMSA Certificate, Coxswain's Certificate	\$1,127	TBA	TBA
Environmental Services Master 5 allowance	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels Difference between level 7 and level 5 rates	1 July 2010 \$7,193 pa	1 July 2011 \$7,481 pa	1 July 2012 \$7,781 pa
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	\$36.55 Linked to Public Sector Award		
Remote Area Allowance	Allowance for increased cost of living and climatic conditions in a remote area – currently applies to Mildura office staff only	without dependants \$1,221 with dependants \$1,750 Pro rata for part time employees		

ALLOWANCES				
Classification	Description	2010	2011	2012
Assistance to staff members stationed in a remote area as defined in Clause 3.17 when travelling on recreation leave	By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$43.15		
	Other transport - with dependants	Actual reasonable expenses in excess of \$43.15 and up to \$289.00		
	Rail travel	Actual rail fare less \$43.15		
Child care	Assistance with Child Care fees per child	1 July 2010 \$270 pa	1 July 2011 TBA – adjusted by CPI (all groups Sydney index)	1 July 2012 TBA – adjusted by CPI (all groups Sydney index)
Gym membership	Assistance with gym fees based on proof of attendance	1 July 2010 \$270 pa	1 July 2011 – TBA adjusted by CPI (all groups Sydney index)	1 July 2012 - TBA - adjusted by CPI (all groups Sydney index)

ANNUALISED SALARY GROUPS

Group 1 — Designated Managers
Operations Manager Botany Bay/Port Hacking
Manager Business Reform & Projects
Manager Maritime Investigations
Manager Shipping & Pollution Response
Manager Wharf Safety and Grants
Manager Asset Management
Manager Office of Chief Executive
Manager Port and Maritime Policy
Manager Communication & Education
Manager Finance
Manager Information Technology
Manager Human Resources
Manager Regional Ports & Shipping Safety
Manager Commercial Operations
Manager Planning, Environment & Geospatial
Manager Business Improvement & Development
Manager Port Property & Government Relations
Regional Manager Hunter/Inland
Strategic Projects Manager
Manager Ports and Projects
Group 2 — Operational Positions
Operations Supervisor Sydney Harbour
Senior Boating Safety Officer
Boating Safety Officer (Entry Level)
Boating Safety Officer (Intermediate)
Boating Safety Officer (Fully Competent)
Riverkeeper (Entry Level)
Riverkeeper (Intermediate)
Riverkeeper (Fully Competent)
Environmental Services Officer
Team Leader Environmental Services
Group 3 — Investigations
Maritime Investigator
Group 4 — Remote Supervision
Special Aquatic Events Manager



SENIOR MARITIME OFFICER POSITIONS

Senior Maritime Officer Positions (as at the time of signing the agreement)

Executive Director Policy and Regulation
--

Executive Director Governance and Risk
--

Executive Director Built Environment

Manager Commercial / Domestic Property & Survey
