

REGISTER OF
ENTERPRISE AGREEMENTS



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COVERAGE/DESCRIPTION OF

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PARTIES: Port Kembla Port Corporation -&- Sydney Ports Corporation, Waterways Authority of New South Wales, Australian Maritime Officers' Union of New South Wales, Australian Services Union of N.S.W., Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Seamen's Union of Australia, New South Wales Branch



Waterways

We're With You On The Water



WATERWAYS AUTHORITY

ENTERPRISE AGREEMENT

1998 - 2001

November 1998

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1. TITLE

This Agreement shall be known as the Waterways Authority Enterprise Agreement. The terms of this Agreement shall apply to all staff engaged under the Ports Corporatisation and Waterways Management Act, 1995, with the exception of the Chief Executive Officer, the members of the Senior Executive Service, and staff occupying positions above Level 19.

2. PARTIES BOUND

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

- The Australian Maritime Officers Union of New South Wales.
- The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)
- The Seamen's Union of Australia, New South Wales Branch
- Australian Services Union of New South Wales



3. AWARDS REPLACED

This Agreement wholly replaces all existing awards and Agreements in so far as they apply to staff of the Waterways Authority including :-

- Waterways Authority Enterprise Agreement 1996
- MSB Enterprise Agreement 1993 (370/93)
- MSB (General Division) Award
- MSB Clerical Officers Industrial Agreement
- MSB (Surveyors Field Hands) Award
- MSB (Miscellaneous Services) Award
- MSB (Clerical Administrative and Ancillary Support Staff) Award
- MSB (Senior Engineering and Technical Professional Officers) Award
- MSB (Legal Officers) Award
- Professional Engineers (MSB of NSW) Award 1980
- Professional Engineers Senior Officers (MSB) Award
- MSB (Survey Drafting and Search Officers and Survey Branch) Award
- MSB (Surveyors and Articled Survey Pupils) Award
- MSB (Architects) Award
- MSB (Technical Officers) Award
- MSB (Drafting Officers and Technicians) Award
- MSB (Marine Engineers, Engineers, Ship Surveyors, Shipwright Surveyors and C) Award
- MSB (Boating Service Officers) Award
- MSB (State Boating Service, Port Operations) Award
- MSB (Marine and Port Services) Award
- MSB (Hours) Award
- MSB (Senior Administrative and Business Management Officers) Award
- MSB (Surveyors' Field Hands) Expense Related Allowances Award

4. DEFINITIONS

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

5. OBJECTIVES OF THIS AGREEMENT

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

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

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

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

This involves a continuation of the processes commenced in the 1993 enterprise agreement and moving towards:

- A more participative style of management.
- Jobs designed in a holistic manner to provide more satisfaction for the staff and provide better client service.
- Encouragement of staff involvement in the running their part of the business and on product teams and other ad hoc committees and by the development of work teams or natural work groups that participate in decision making process at the local level and contribute to the overall process of continuous improvement. This could involve the development and trial of new methods, processes and procedures.
- The creation of a learning organisation which encourages both individual and organisational skills development and growth.
- A performance-based culture that links employees' efforts to the objectives of the Corporate Plan.
- The nurturing of a work environment built on equity, open communication, integrity and which values the individual.
- A safe, healthy and harassment free work environment.



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

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

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

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

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

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

6. CONTRACT OF EMPLOYMENT

6.1 Conditions Applicable to all Staff

- 6.1.1 The ordinary hours of work shall be calculated on the basis of a 5 day week. Full-time and part-time employment shall be by the fortnight. Payment of salaries will be paid fortnightly by electronic funds transfer into a bank or other approved financial institution.
- 6.1.2 Temporary employment shall have the same benefits and conditions as full time employment except that the contract shall be for a fixed period. The contract may be extended by the employer, however any such extension shall not confer upon the staff any right or expectation of continuing employment beyond the period of the current contract.
- 6.1.3 Casual employment shall be for the current period of hiring which may be set at a week, a day or an hour. The period of hire and the method for payment shall be clearly stated at the time of engaging casual staff.
- 6.1.4 The parties to this Agreement agree that work will continue to be performed as specified. The Authority will consider any unreasonable failure to meet this work requirement to be a refusal to perform duties and the currently titled "MSB Discipline Policy" will be followed in such instances.
- 6.1.5 With the exception of casual staff and temporary staff, notice of termination of employment of a fortnight by a staff member or the employer shall be given and paid. If the notice is worked out, the remuneration which would normally apply will be paid for the time worked and no additional payment in lieu of notice.
- 6.1.6 Notwithstanding anything contained in this clause, the Authority will have the right to dismiss any staff member for misconduct or neglect of duty and, in such cases, salary will only be paid up to the time of dismissal.
- 6.1.7 If an staff member has given notice or the Authority has given notice to a staff member and the staff member is absent from work during the period of notice, unless on approved leave, the staff member will be deemed to have abandoned their employment. In such cases the Authority will have the right to terminate the contract of employment from the last day worked.
- 6.1.8 All staff are bound by the "Waterways Code of Ethics and Standard of Conduct".
- 6.1.9 Part-time employment - part-time staff shall be employed for a guaranteed minimum period of no less than 10 hours per fortnight with a maximum of employment of 56 hours per fortnight. All leave accruals and separation entitlements of part-time staff shall be calculated and paid on a pro-rata basis of the full-time position at the full-time rate of pay.
- 6.1.10 Casual employment - a casual staff working ordinary time shall be paid the hourly rate for the position plus 20% to cover Sick Leave, Annual Leave, and Public Holidays.
- 6.1.11 All staff of the Authority will take all reasonable precautions necessary to maintain confidentiality and to use their best endeavours to prevent disclosure of proprietary, private or confidential information to persons not authorised to receive such information.
- 6.1.12 Full time and part time permanent and temporary staff shall not, without the express written permission of the Chief Executive or any other delegated officer, engage in any other employment, contract or undertaking.



6.1.13 On termination staff are required to return all property belonging to the Authority. Each item on loan to a staff member will be identified at time of issue and the staff member will be responsible for ensuring that those items are returned prior to the staff member leaving the service of the Authority. Staff may be required to compensate the Authority for property which is not returned.

6.2 Conditions Applicable to Boating Service Officers (BSOs).

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

6.2.2 Provision of Services

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

6.2.3 Fitness for Duty

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

6.2.4 Transfers

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

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

- (i) Boating Service Officers may be required to work at any location within the State of New South Wales. Officers may be allocated areas of responsibility within operational areas at any time and may be subject to transfer to other areas at the end of a three year period.
- (ii) An officer shall have at least three years tenure once they are allocated to an area. They shall not be required to transfer within that three year period, other than for disciplinary reasons or organisational change, unless by agreement. A trainee shall be subject to allocation/transfer upon successful completion of the BSO training course.
- (iii) The employer will be responsible for transfer costs incurred in accordance with current policy.
- (iv) During the three year period of tenure an officer may apply for transfer to another BSO position elsewhere in the State and if successful shall bear the costs incurred in moving his/her residence and/or family. Outside the period of tenure or when the transfer is initiated by Waterways costs will be met by the employer.



6.2.5 Career Progression

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

7. CONSULTATIVE ARRANGEMENTS

- 7.1 The Authority recognises that one of the important elements for ensuring successful workplace reform is the involvement and cooperation of staff and unions and workplace representatives.
- 7.1.2 To this end a Waterways Authority Consultative Committee (WACC) will be established consisting of four representatives from the Authority and four full time Union officials from the unions party to this agreement and union workplace representatives.
- 7.1.3 The Committee shall monitor and facilitate the implementation of this Agreement particularly the issues in clause 11 (Productivity), clause 23 (Waterways Performance Management System) and clause 29 (Personnel Policies).
- 7.1.4 The Committee shall meet at least every 6 months and at other times as required.

8. REMUNERATION

8.1 Operation of the Structure

- 8.1.1 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 the date of the first full pay period after 1 December 1998 or the date of employment, whichever is the later. The rates of pay contained in this clause and payment for the employment period preceding the registration of this agreement are to be paid in the first full pay period following registration of the agreement.

Remuneration Model

The new single scale salary model as set out in this Clause will apply for the duration of the agreement, as amended from time to time .

8.2 Salary Increases

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

8.2.1 Economic Adjustment

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

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

8.2.2 Organisation Performance Payment

Subject to clause 10 the following Organisational Performance payments shall be available.

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

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

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

8.3 The base salary structure below includes the first 2% Organisation Performance Payment increase and is payable from the first full pay period on or after 1 December 1998.



WATERWAYS OFFICER LEVEL	SALARY RATE
1	26 047
2	28 501
3	33 090
4	34 652
5	37 258
6	39 015
7	41 945
8	43 923
9	47 218
10	49 446
11	53 157
12	55 661
13	59 835
14	62 650
15	67 347
16	70 516
17	75 796
18	78 695
19	81 656

Provided that the rates applicable to personal salaries as set out in Schedule One shall continue to be paid to staff.

8.4 Schedule of Shift Allowances, Weekend & Public Holiday Penalties and other Allowances not included in Annualised Salaries. The allowances in this clause shall be adjusted in the same manner as are salaries in clause 8.3 other than the First Aid Allowance and Community Language Allowance which are set by the NSW Premiers Department.

Classification	Description	\$ per annum
Regional Managers	Aggregate Wage Allowance covering all incidents of employment	11440
Boating Service Officers	Weekend & Public Holiday Penalties	11031
Managers other than Regional Managers	Aggregate Wage Allowance covering all incidents of employment	8323
Marine Safety Officers		under negotiation
Community Language (CLAS)	Interpreter Services	713
First Aid	Available only to staff designated "in charge" of a First Aid Box or Facility. Not available where First Aid is required by the position description	456
First Aid OH&S Certificate		688

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

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

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

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

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

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

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

8.11 Apprentices & Trainees

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

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

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



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

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

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

8.12 Use of Authority Vehicles

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

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

8.13 Salary Packaging - Superannuation

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

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

9 WORKING CONDITIONS

9.1 Notwithstanding anything to the contrary in this agreement the parties may agree, either as a process of developing this agreement or subsequently during the term of the agreement, to review the levels of overtime and additional hours payments and to annualise the salary for individual staff or work groups on a cost neutral basis.

9.2 The parties may similarly agree as part of the consultative process to review the continuing relevance of working arrangements or conditions upon which annualised salaries are based and the method by which salaries are to be adjusted if required.

9.3 The Chief Executive shall approve annualised salaries including the rate of aggregation.

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

- (ii) The allowance is only payable when an officer is routinely working weekends and public holidays. Other than for agreed periods when weekend work is not required and periods of recreational or long service leave, the allowance shall cease to be paid if for any reason the officer reverts to working Monday to Friday.
- (iii) The salary for Regional Managers shall include an aggregated wage component (which is indexed and superable) covering all incidents of employment including excess hours, time in lieu, overtime and weekend & public holiday penalties.
- (iv) The salary for Managers other than Regional Managers shall include an aggregated wage component (which is indexed and superable) covering all incidents of employment including excess hours, overtime, time in lieu and weekend & public holiday penalties.

10 ADDITIONAL FLEXIBLE WORKING PRACTICES

- 10.1 During the term of the agreement the parties agree to consider and where appropriate implement additional flexible work practices which are mutually beneficial



11. PRODUCTIVITY

- 11.1 Increases in the remuneration structure set out in clause 8.2.2 of this agreement are wholly dependent on productivity increases and organisational performance. Achievement of productivity measures will be determined through agreement between the parties. Remuneration increases will be effected if the productivity measures have been substantially achieved (as defined in clause 11.4.1) and the parties are moving toward ultimate achievement in good faith.
- 11.2 Productivity is defined as improving enterprise performance when measured against set performance indicators. The implementation and monitoring of productivity indicators will be undertaken jointly with management, staff and unions as part of the consultative process.
 - 11.2.1 Performance within the Waterways Authority will be measured in two ways. First by the introduction and implementation of matters contained within this agreement and second the achievement of the agreed Key Performance Indicators (KPIs) and the Workplace Reform measures.
 - 11.2.2 During the life of the agreement Waterways will develop appropriate and accessible information to assist staff understand and achieve the productivity measures.
- 11.3 Remuneration Increases
 - 11.3.1 The parties are committed to ensure the successful introduction and implementation of the initiatives contained within this agreement. This commitment together with the timely achievement of the productivity measures will be the basis for agreed salary increases.
- 11.4 Productivity Measures
 - 11.4.1 Organisational Performance

Payment for organisational performance described as an "at risk" payment is dependent on the achievement of agreed Key Performance Indicators from the Waterways Corporate Plan for 1998/99 attached in Appendix One and workplace reform measures specified in Clause 11.4.2.

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

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

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

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

- (a) A minimum of 75% average across the first 15 agreed KPIs;
- (b) it is agreed that KPIs relating to:
 - (i) sickness and workplace accidents; and
 - (ii) time lost relating to industrial disputes

will require 100% achievement of targets.

11.4.2 Workplace Reform

The parties have agreed upon the following workplace reform measures.

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

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

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

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

12. DEDUCTIONS FROM SALARY

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



13. YEAR 2000 OLYMPICS.

- 13.1 The parties recognise the significance of the 2000 Olympic Games to the global and economic reputation and future of NSW and its government. As employees of the government, and a contributor to the staging of the Olympic Games, the staff and unions are committed to ensuring the success of Waterways' role during the Olympic Games.
- 13.2 To this end, the parties agree that all staff resources will be available and functions and operations will be maintained without delay during and for a period of two months prior to the Olympic Games. Further, during this period (July to September 2000), staff will make themselves available to undertake any role, within their skills and competence, including the undertaking of duties of other staff required on Olympic Games' activities.
- 13.3 The parties agree to develop, by April 1999, in the context of existing policies, guidelines for the relieving allowances and reimbursement of reasonable and appropriate travel, accommodation and incidental expenses incurred by staff participating in activities associated with the Olympic Games and the arrangements for additional hours accrued during the Olympic Games.

Further, no leave will be granted to staff for the time of the Olympic Games, except on compassionate grounds.

14 EMPLOYMENT SECURITY

14.1 Business Context

- 14.1.1 The Waterways Authority now has the dual responsibilities of being a self funding agency and maintaining a high standard of service delivery to its clients. The extent to which the Authority is able to fund its operations is affected by the requirement for the Government to approve any variations to the scale of fees and charges levied in respect to services provided.
- 14.1.2 The Waterways Authority is committed to maintaining the high standard of service delivery which has been a characteristic of its operations over many years, a standard which has been achieved by hard work and an outstanding commitment by our staff to the organisation's values and objectives and to the service delivery guarantees to our clients.
- 14.1.3 In order for the Authority to meet its obligations as the steward of State waters and protector of public safety and to achieve this within the requirement to be self funding and fiscally responsible, it requires an organisation with the flexibility to respond to the changes to both the external environment and to Government policy. This will require a work force which has a wide experience base, the ability to provide a "one stop shop" service and the flexibility to respond to exigencies where and when they occur. It also requires an organisation structure more able to respond to and service the Authority's clients across the State.
- 14.1.4 The process of continuous improvement will continue to be the method adopted to assess the relevance of activities and to improve the quality, range and value of services to our clients. It is essential that the organisation and our staff have the flexibility to respond to change identified by this process of continued improvement.

14.2 Staffing Levels

- 14.2.1 Staffing levels are determined by the pressures of providing a quality service within the funding limits of the Authority. Current staffing levels are able to provide a quality service consistent with Government policy and the Authority's Service Commitment Guarantee, however this number is not

fixed and is subject to review. Any reductions from this number which may be required will be effected through the process of natural attrition or voluntary redundancy or the application of current Government policy re redeployment and redundancy.

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

14.2.3 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 affect on the process of managing performance or disciplinary matters which are undertaken separately.

14.3 Government Job Assist Scheme

14.3.1 Staff who become excess as a result of restructuring or organisational change may access 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.

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

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

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

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

14.4 Organisational Change Restructuring Process

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

14.4.2 Where as a result of restructuring the position requirements and remuneration level of the job remain substantially the same, other than its reporting relationships, (as determined by the Chief Executive) then the incumbent will follow the job except that where the new remuneration level crosses a merit break (as defined in Clause 8.10) in which case the position is subject to merit selection.

14.4.3 Where as a result of restructuring, a position is created which did not have an equivalent in the old structure, or it is so different that it is clearly a new position, the following order of filling the vacancy will occur:

- (i) transfer of a displaced employee where the employee's substantive or personal salary is the same as the salary for the position and the competencies required for the position are held by the employee or where there is a competency shortfall the requirement can be made up within three months; then



- (ii) redeployment of a displaced employee in accordance with current Government Policy, where the employee's substantive or personal salary is greater than the salary for the position and the competencies required for the position are held by the employee or where there is a competency shortfall and the requirements can be made up within three months.

In this case the employee's salary will be maintained at the higher level for the period stipulated in current Government policy (12 months) after which it will revert to the substantive level of the position. However, in recognition that there may be special circumstances which warrant a change to this provision the parties to this agreement reserve the right to approach the State Government/Premier's Department to re-negotiate the period of salary maintenance;

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



15. HOURS OF WORK

15.1. Hours of Work

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

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

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

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

15.2 Ordinary Hours

15.2.1 (i) 35 Hour per week Staff

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

The contract hours shall be :

140 for staff on a four week cycle
280 for staff on an eight week cycle
420 for staff on a twelve week cycle

- (ii) Ordinary hours worked Monday to Friday will be worked between 7.00am and 7.00pm
- (iii) Ordinary hours will exclude the meal breaks which will be a minimum of 30 minutes which will be taken, subject to operational requirements. Time taken for a meal breaks will not count as hours worked.

- (iv) Notwithstanding any other provisions of this clause a staff member and his/her supervisor/manager may at anytime agree to other arrangements provided they meet the need of the Business Unit and the contract hours are worked within the cycle.

15.2.2 38 Hour per week Staff

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

The contract hours shall be:

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



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

15.2.3 Boating Service Officers (BSOs)

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

- (i) Hours of work will be an average of 38 hours per week over a cycle of four, eight or twelve weeks on any day Monday to Sunday (inclusive) to be determined by each Business Unit.
- (ii) The contract hours shall be:
152 hours in a four week cycle
304 hours in an eight week cycle
456 weeks in a twelve week cycle
- (iii) A meal break will be taken not more than five hours after commencing which shall be a minimum of 30 minutes and will not count as hours worked.
- (iv) Boating Service Officers are required to work at times and in areas which best serve the needs of the Authority and its customers and to attend for duty and perform any functions deemed to be within the scope of the position. This will require BSOs and their managers working together to arrange their hours and starting and ceasing times which best meet these needs.
- (v) Rosters for Boating Service Officers include Saturday, Sunday and Public Holidays as normal working days. Rosters will include two consecutive days off after working 5 days in lieu of Saturday and Sunday other than for a call out for a designated emergency or as otherwise agreed between the BSO and supervisor/manager. If a rostered day off falls on a public holiday then an alternative RDO shall be taken.
- (vii) Rosters shall include 10 weekends or the equivalent 20 weekend days between end of the Easter holiday and the start of the October long weekend in which BSOs are not rostered for duty.

- (viii) Additional hours worked by BSOs are to be taken as time in lieu at an agreed time on the basis of one hour for each additional hour worked. If at settlement at the end of the period it is apparent that operational requirements prevent some or all of the additional time being taken as time in lieu additional hours may be paid out at ordinary time.
- (ix) A reasonable number of additional hours shall be worked to accommodate the functions of the Authority. These functions include, but are not limited to, night patrols, licence seminars and the attendance at User Group Meetings.

Where additional hours are required to be worked, and are considered by the staff member to be excessive, the work will be performed and any grievance pursued in accordance with the Grievance Handling Procedures at Clause 17 of this agreement

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

15.2.4 Regional Managers

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

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



15.3 Additional Hours

- 15.3.1 The working or and/or accruing of additional hours shall only be with the agreement of the supervisor/manager.
- 15.3.2 Based on a four week cycle, hours worked in addition to the contract 140 hours, up to a maximum of 161 hours be taken, at a mutually convenient time, as time off in lieu. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. In circumstances where operational requirements do not allow for time off in lieu, payment at ordinary time may be made.
- 15.3.3 Hours worked in addition to the contract hours in excess of 21 hours in a four week cycle are paid at time and one half up to 28 hours and double time thereafter or alternatively, by Agreement, taken as time off in lieu at ordinary time.

- 15.3.4 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.
- 15.3.5 An employee who works so many additional hours between the termination of work on one day and the commencement of work on the next day that the employee has not had at least ten consecutive hours off duty between those times, shall, subject to this subclause, be released after completion of such additional hours until that employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 15.3.6 It is the intent of this clause to enhance flexibility not to reduce remuneration or to consistently extend the working week past the agreed basis of either 35 or 38 hours. If the parties believe the application of this clause is contrary to its intent a review may take place on a case by case basis and may consider such matters as the functional delegation of duties, team numbers, aggregation of salaries and any other measures that may be agreed upon in order to resolve the issue.

16. OVERTIME

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

16.1.1 The following overtime provisions will apply to staff who work overtime as described in Clause 15 Hours of Work. (ie) outside the span of hours for the position, other than Regional Managers and Managers other than Regional Managers [see clause 9.4(iii) & (iv)].

16.1.2 35 Hour per week Staff

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

16.1.3 38 Hour per week Staff

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



17. GRIEVANCE HANDLING AND DISPUTE RESOLUTION

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

18. LEAVE

18.1 Anniversary Date

18.1.1 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. Sick leave shall be determined on a cumulative three years to date basis.

18.1.2 Annual Leave

a) Staff are entitled to Annual Leave as follows :-

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

(ii) Boating Service Officers (Working Weekends & Public Holidays) - five weeks paid leave for each completed year of service.

b) The taking of Annual Leave entitlements will be at a time mutually agreed between management, the employee and, where appropriate, the work team, having regard to leave rostering arrangements and workload requirements.

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

d) For purposes of taking leave, for employees on a 35 hour week, one day is equivalent to 7 hours, and for employees on a 38 hour week, one day is equivalent to 7.6 hours.

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

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

18.2 Long Service Leave

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

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

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

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

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

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



- 18.2.4 Salary will be paid at the rate specified in accordance with the Long Service Leave Act
- 18.2.5 The taking of accrued leave on half pay is not an entitlement but a concession available only on an approved basis.
- 18.3 Public Holidays
- 18.3.1 The following days or the days upon which they are observed shall be Holidays, viz New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, National Aboriginal Day (for Aboriginal staff), Labour Day, Christmas Day, Boxing Day and all other days which may be gazetted as public holidays throughout the State.
- 18.3.2 Subject to the provisions of subclause (18.3.4.) there shall be no deduction of pay for public holidays not worked.
- 18.3.4 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 payments for such holiday.
- 18.4 Leave Without Pay
- 18.4.1 A staff member wishing to take a period of Leave Without Pay shall make application to the Chief Executive via their supervisor specifying the reasons for such Leave and the period of leave proposed.
- 18.4.2 Each application for Leave Without Pay shall be considered by the relevant delegated manager on its merits, taking into account the wishes of the staff and the requirements of the Business Unit. Leave Without Pay shall only be granted if business needs can be accommodated during the period of Leave proposed.
- 18.4.3 In granting of Leave Without Pay the Authority will use its discretion as to whether relieving arrangements will be invoked to cover such absences.
- 18.4.4 Long Service Leave shall not accrue during periods of Leave Without Pay.
- 18.4.5 In the case of superannuated staff, periods of Leave Without Pay in excess of six months may only be granted if satisfactory arrangements are made for the staff to pay their own superannuation contributions as well as the Authority's liability, for the whole period of Leave Without Pay.
- 18.5 Trade Union Training Leave
- 18.5.1 Paid leave may be granted up to a maximum of 12 days in any period of two years to a staff member to attend short trade union training courses or seminars conducted by or with the support of the ACTU on the following conditions :-
- (i) That operating requirements permit the granting of leave.
 - (ii) That the scope, content and level of the short course are such as to contribute to a better understanding of staff relations and be of benefit to the Authority as a whole.
 - (iii) Leave granted for trade union training will count as service for all purposes.
 - (iv) Expenses associated with attendance at such courses or seminars will be met by the staff member concerned but leave may include travelling time necessarily required during working hours to attend such courses or seminars.
 - (v) Applications for leave must be accompanied by a statement from the union that it has nominated the staff member concerned for such course or seminar and supports the application.



19. STAFF AND FAMILY ASSISTANCE

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

19.1 Sick Leave

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

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

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

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

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

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

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

(i) In the case where there is a prospect of the staff returning to duty this situation will be monitored and reviewed on a regular basis.

(ii) In the case where the staff has no prospect of returning to work owing to the nature of the illness up until the acceptance of disability retirement liability by the State Superannuation Board.

19.2 Aged and Dependant Care Leave

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

19.2.2 A "dependent" in these circumstances is defined as any person who has a family relationship (including defacto partners of the opposite or same gender) with the staff member or for whom the staff member is responsible in terms of care and support.

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

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

19.3 Special Leave

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

19.3.2 In addition to Aged and Dependant care leave, there may be other circumstances where a staff member may require time off during working hours to attend to personal or emergency situations. Leave for such special purposes may be granted by a delegated manager subject to the agreement of the work team, where appropriate, and the staff member establishing a genuine need on a case by case basis.

19.3.3 Special leave will include, but not be limited to, time off for bereavement and jury service

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

19.4 Maternity Leave

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

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

19.4.3 Staff may elect to take Annual Leave to credit on half pay during any period of half pay Maternity Leave.

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

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

19.5 Paternity Leave

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

19.6 Child Care

19.6.1 The Authority will investigate during the life of this Agreement the feasibility of responding to staff needs for the provision of child care facilities and benefits, as a component of remuneration.

20. RELIEVING

20.1 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).

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

20.3 Where the exercise of higher level duties occurs on a regular basis and they form a significant part of the staff member's work, the staff member is entitled to seek payment for higher duties.



- 20.4 On the first occasion of relief in a position the first five days are developmental and will not be paid at a higher rate. This development phase only applies once (ie) on the first occasion of relief in any dissimilar position. If on the first occasion of relief the period exceeds five days payment at the higher rate may be made for days in excess of the five developmental days
- 20.5 Provided a staff member has satisfactorily completed a developmental period any further instances of relief will be paid provided that the period of relief is for 5 or more days except for designated operational positions which shall be paid relief on an occurrence basis.
- 20.6 For any period of relief coming within the provisions of this Clause during which the staff member does not perform the whole of the duties the allowance to be paid will be determined by the appropriate manager.



21. JOB REDESIGN

- 21.1.1 The design of existing jobs in the Authority may occur according to changing business needs and as a result of a review by Premier's department as a consequence of becoming a declared Authority. The process may be activated by the employer, staff or union, but must take into account the recency of the previous design and evaluation of the position.
- 21.1.2 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.
- 21.1.3 Job re-design (and subsequent job-evaluation) may be activated outside any organisational change in the following circumstances:
- where the incumbent can demonstrate that the duties of the position have substantially changed
 - where a new position is created
 - where a position falls vacant and the Authority determines that it is necessary to re-design and/or evaluate the position prior to advertising the vacancy
- 21.1.4 The work value of re-designed positions will be evaluated using an accredited Job Evaluation System.

22. WATERWAYS JOB EVALUATION SYSTEM

- 22.1.1 Job evaluation involves the systematic comparison of jobs, based on work value, in order to determine the appropriate sizing of positions.
- 22.1.2 There shall be a job evaluation system used within the Authority. The system used shall be the OCR Job Evaluation System. (Appendix Three)
- 22.1.3 The Job Evaluation System shall be used to determine the appropriate remuneration level that the position will occupy ie. levels 1 to 19.
- 22.1.4 The Waterways Authority Job Evaluation System employs the Organisation Consulting Resources (OCR) methodology to determine work value. The System contains four broad factor headings. Each of the factors is multi-faceted, combining a number of specific sub-elements required to fully assess the nature and scope of each position. The four broad factors are:
- (i) **Knowledge, Skills and Experience** - examines the degree of knowledge, skill and experience required to perform the duties of the position competently;

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



23. WATERWAYS AUTHORITY PERFORMANCE MANAGEMENT SYSTEM

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

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

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

24. AUTHORITY SKILLS FORMATION AND ACCREDITATION SYSTEM

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

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

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

25. TRAINING & DEVELOPMENT

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

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

26. SELECTION COMMITTEES

26.1.1 Selection Committees will consist of two or more persons :

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

As a general rule :

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

26.1.2 The Selection Committee should agree on :

- The selection criteria to be applied (including any key criteria);
- Core questions to be asked of the candidates;
- Whether candidates should be asked to :
 - provide work samples
 - undergo performance tests
 - provide written referee reports
 - undergo other forms of assessment as agreed by the parties; and
- The candidates to be short listed where there is a large field of applicants.

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

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

27. WORKPLACE REPRESENTATIVES

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

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

27.1.2 It is fundamental that delegates are staff of the Waterways Authority and that their prime responsibility and duty is as staff. Their activities on union business must not be inconsistent with their contract of employment.

27.1.3 On election/nomination of a member as a delegate, the Authority expects the Union concerned to notify it in writing addressed to the Human Resources Manager advising the following information:

- (i) New delegate's name.
- (ii) Name of delegate replaced, new or additional position.
- (iii) Work location and telephone contact number.
- (iv) Work group that the delegate is responsible for.



27.1.4 Upon receipt of a notification including the information outlined in Clause 27.1.3 above, the Authority recognises delegates as in Clause 27.1.1.

27.1.5 This recognition supports the legitimate part played by delegates in operations of the union in its dealings with the Authority and involves activities such as:

- (i) Advising members on the best way to deal with particular problems in their individual cases (such as pay queries, leave matters, errors in entitlements). Assistance in these cases would generally be available through supervisors or personnel in the payroll or human resources areas.
- (ii) Presenting complaints or concerns of the work group which the delegate is responsible for to the supervisor. In doing so, the delegate is expected to be aware of and follow the Grievance Handling and Dispute Resolution Guidelines detailed in Appendix 2 of this Agreement.
- (iii) Attending meetings or conferences called by their Union(s), Peak Councils or the Authority.
- (iv) Attending proceedings at the Industrial Relations Commission when required as a witness or to assist the Union Advocate.

27.1.6 For meetings and conferences (as set out in Clause 27.1.5 (iii) above) delegates must obtain prior approval from their supervisors to attend.

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

- (i) Safety and operational requirements are not prejudiced, an application for special leave is submitted and supervisor approval is obtained beforehand.
- (ii) The Authority considers that the request is reasonable and leads to more constructive staff relations.
- (iii) For proceedings at the Industrial Relations Commission, assistance to a Union Advocate is limited to no more than two delegates on each occasion.

27.1.8 The procedure for notifying for meetings convened by unions and Peak Councils is notification in writing, giving two working days notice of the meeting, including dates, venues, proposed agenda and approximate time the meeting will take and details of delegates expected to attend. The Authority will be provided with an attendance list of meetings. In exceptional circumstances the parties agree the above procedures may be waived.

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

- 27.1.10 When involved in union activity, delegates are expected to observe the same standards of conduct and behaviour as any staff. Breaches will be dealt with on the same basis as for all staff - either under the Waterways Authority Disciplinary Procedures or other appropriate action.
- 27.1.11 The Authority reserves the right to notify the relevant union should it consider a recognised delegate is abusing any privilege extended to the delegate.



28. WORK ENVIRONMENT

28.1 Occupational Health and Safety

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

- Implementation of appropriate health and safety procedures;
- Appropriate management practices;
- The active and constructive involvement of all staff; and
- Management and staff participation on Safety Committees.

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

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

28.2 Management Responsibility

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

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

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

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

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

28.2.6 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.

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

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


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

28.3 Individual Responsibility

- 28.3.1 Each staff member is responsible to work safely to the maximum extent of his/her control over, or influence on, working conditions and methods.
- 28.3.2 Observe all instructions issued to protect safety and the safety of others.
- 28.3.3 Ensure all safeguards and protective equipment provided for safety purposes are utilised accordingly.
- 28.3.4 Advise the supervisor of any hazards or deviation from safe working practices at the workplace.
- 28.3.5 Not interfere with or render inactive any safeguard or protective equipment provided for safety purposes, except when necessary as part of an approved maintenance procedure.
- 28.4 Clothing and Personal Protective Equipment
- 28.4.1 To ensure the safety of staff, protective clothing and personal protective equipment will be issued according to exposure to hazards and risks which exist in the workplace. Where it is determined that a protective clothing issue will be made and replacement will be on the basis of condemnation.
- 28.4.2 Where a staff member is issued with protective clothing that clothing must be worn on duty except when a specific exemption has been allowed by the staff member's supervisor. An staff member who has been issued with protective clothing and/or equipment, reports for duty incorrectly attired may be stood down without pay or be otherwise deployed until such time as they are able to report for duty correctly attired.
- 28.4.3 Some staff will be issued with uniforms. An 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.
- 28.4.4 Personal protective equipment will be issued as required. In areas or circumstances where a hazard(s) have been identified which require the use of personal protective equipment the wearing of such equipment shall be compulsory.
- 28.5 Equality of Employment and Elimination of Discrimination
- 28.5.1 The parties are committed to providing a work environment which promotes the achievement of equity, access and elimination of discrimination in employment.
- 28.6 Harassment Free Workplace
- 28.6.1 The Authority is committed to ensuring that staff work in an environment free of harassment.
- 28.6.2 Harassment is any repeated uninvited or unwelcome behaviour directed at or about another person. The effect of harassment is to offend, annoy, or intimidate another person and to make the workplace uncomfortable and unpleasant.
- 28.6.3 Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 28.6.4 Harassment on any grounds including but not limited to sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be condoned by the Authority.
- 28.6.5 Managers and supervisors shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace, and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 28.6.6 All staff are required to refrain from perpetrating, or being a party to, any form of harassment.

29. PERSONNEL POLICIES

- 29.1 The MSB Personnel Policy Manual will continue to have effect until such time as the Authority amends, replaces or rescinds policy.
- 29.1.2 Any proposed changes to policy will be referred to the Waterways Authority Consultative Committee prior to any change taking effect.
- 29.1.2 As a consequence of the introduction of the 1993 MSB Enterprise Agreement, the following sections of the MSB Personnel Policy Manual are deleted:



Policy	Reference
Proficiency Allowances	1.4
Preparation of Relieving Returns	1.16
Appointment / Employment	2.1
Birth Certificates	2.1
Medical Examinations	2.1
Relief Of Positions Designated As General Scale	2.5
Payment for Contract Services	2.5
Determination of Remuneration for Senior Officers	2.9
Identification Of Positions With Cross Cultural Qualifications	2.10
Temporary and Casual Employment	2.26
Leave Application	3.1
Public Holidays	3.1
Annual Leave Loading	3.42
Adjustment of Salaries of Officers and Staff	4.2
Blood Donors	4.3
First Aid	4.6
Increments	4.6
Incremental Advancement	4.7
Job Rotation	4.7
Reimbursement of Transport Licence Fees	4.10
Resignations	4.11
Requirements for Prescribing Essential and Desirable Qualifications	4.12
Seniority	4.14
Temporary Employment to Cover LWOP	4.14
Termination of Employment	4.15
Uniforms and Protective Clothing	4.16
Sexual Harassment	4.17

Policy	Reference
Staff Assistance Program	4.17
Staff Relations Procedures - Complain Resolution	4.27
Principles for Redeployment within the MSB	4.45
Superannuation Inclusion of Shift Allowances as Superable Salary	4.53
Proficiency Testing	6.1
Request for Staff Reviews	6.8
Staff Assistance Program	13
Job Rotation	15
Requirements for Prescribing Essential And Desirable Qualifications	29
Procedures for Staff Reviews	31

30. CARAVAN, TENT & BOAT ALLOWANCE

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

31. NO EXTRA CLAIMS

- 31.1 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.

32. OPERATION OF THIS AGREEMENT

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

33. DURATION OF AGREEMENT

- 33.1 This Agreement shall take effect on and from the date of approval and shall remain in force for a period expiring at 30 June 2001.
- 33.1.1 The parties will commence negotiations on a new Agreement no later than six months prior to the termination date of this Agreement.



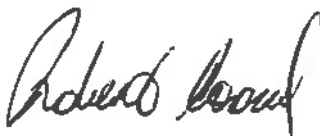
for and on behalf of
The Waterways Authority of New South Wales



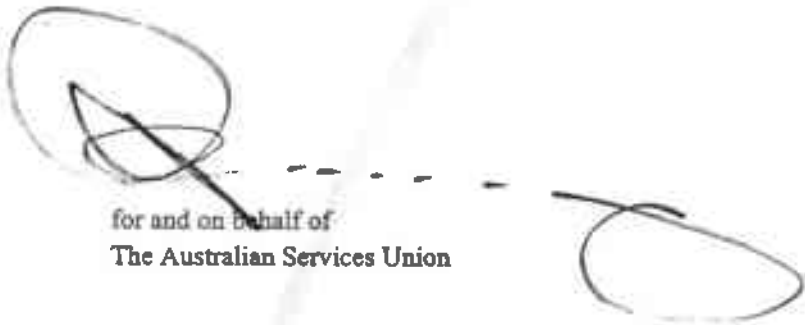
for and on behalf of
The Australian Maritime Officers Union (NSW Branch)



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



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



for and on behalf of
The Australian Services Union

SCHEDULE ONE

SALARY RATES FOR PERSONAL SALARIES:

New Level	Former Level	Rate
5.1	3B	37 843
5.2	3C	38 431
7.1	4C	43 264
8.1	4E	44 582
8.2	4G	45 899
9.1	5B	47 960
9.2	5C	48 703
11.1	6B	53 991
13.1	7B	60 773
16.1	8E	71 570
17.1	9C	77 728



APPENDIX ONE

Organisational Performance Payment
Basket of Agreed KPIs

	Unit	97-98 Actual (March 98)	98-99 Projected	99-2000 Projected	2000-2001 Projected
Client Focus					
Reduction in complaints	% decrease from 97-98	n/a	15	30	50
Benchmarked products and services	% increase from 97-98	0	15	30	0
Consultation forums	number	250	255	260	265
Maximum turnaround time					
• complaints	working days	10	10	10	10
• enquiries	working days	5	5	5	5
Business Process Innovation					
Quality Matrix	% performance level	25	35	45	60
User needs analyses (prior to new IT systems)	%	n/a	100	100	100
Business processes documented and reviewed	% increase from 97-98	n/a	33	66	100
Financial Performance					
Increased commercial revenue	% increase from 97-98	n/a	3	6	10
Internal benchmarking of activity costs	%	n/a	100	100	100
Reduction in controllable overhead costs	% decrease from 97-98	n/a	2	4	6
Revenue per employee	\$'000	125	137	151	157
Organisational Health					
Internal communication forums	% increase from 97-98	n/a	33	66	100
Training programs implemented	% of annual training plan	n/a	100	100	100
Staff satisfaction index	% performance level	n/a	60	80	100
Time lost due to sickness or workplace accident	days per employee	5.22	5	5	5
Time lost due to industrial dispute	days	nil	nil	nil	nil



GRIEVANCE HANDLING & DISPUTE RESOLUTION GUIDELINES



1. OBJECTIVES OF THESE GUIDELINES

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

2. WHAT IS A GRIEVANCE?

A grievance is a personal complaint or difficulty. It is any work related matter which is causing a staff member distress or concern. For example, a grievance may relate to a perceived lack of training opportunity or being denied leave. It may also involve suspected discrimination or harassment against a staff member, including a member of an EEO target group.

3. WHAT IS A DISPUTE?

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

4. GRIEVANCE HANDLING PROCEDURES

4.1 Early Intervention/Resolution of Grievances

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

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

4.2 Seeking Assistance

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

4.3 The Role of the Supervisor/ Manager

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

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

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

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

4.4 Steps to be followed in resolving Grievances

- Step 1 At first assistance or advice should be sought from specialist Human Resources personnel, if necessary, to clarify these procedures or how to deal with EEO target group issues.

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

- Step 2 Supervisors should listen with an open mind, be patient and ask questions to obtain a better understanding of the situation. This requires that parties adopt a mutual problem-solving approach, which is impartial and is not diminished by preconceived opinions.

- Step 3 Supervisors should at first obtain all the facts from the aggrieved party. They should then approach the party or parties against whom the complaint is made, and seek their response on the allegations. It is important at this stage that this process makes a clear distinction between facts and opinions. Other information that is relevant should be collected, consulting records and policies if necessary. Any information that the supervisor gathers should be kept in a secure place until the matter is resolved.

- Step 4 The supervisor should act promptly and fairly and, in consultation with the aggrieved party, must set reasonable deadlines for dealing with the grievance.

- Step 5 A supervisor who does not have the authority or all the necessary information to resolve the grievance, must identify who has and, in agreement with the aggrieved party, must seek further advice.

- Step 6 Wherever possible the supervisor must complete an investigation of all the facts, and consider all relevant view points, prior to making a decision to resolve the grievance.
- Step 7 After a decision is made, and it is not accepted by the aggrieved party, the supervisor must advise all the parties involved of internal and external avenues that can be used to achieve a fair and equitable resolution. The supervisor must ensure that agreed corrective action has been taken and causes addressed.
- Step 8 Where a supervisor is unable to resolve the matter directly between the parties involved, then the next line of manager or the Human Resources Manager may be contacted, if so desired by the aggrieved party. A reasonable amount of time should be allowed for the matter to be dealt with thoroughly..
- Step 9 In the event that this manager is also unable to resolve the grievance, the matter should then be directed to the Chief Executive (if deemed appropriate), who then assumes responsibility for resolving the grievance.
- Step 10 If the parties agree the matter may be referred to an independent mediator/arbitrator to be resolved. The Human Resources Manager should be approached for assistance.

4.5 Confidentiality

Supervisors will not discuss the grievance with any other person(s) without the agreement of the aggrieved party. Similarly, any necessary discussion of the grievance among relevant managers will remain confidential.



5. DISPUTE RESOLUTION PROCEDURES

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

5.2 Steps to be followed in resolving a Dispute

- Step 1 Staff or the union representative should contact the relevant supervisor in the first instance. The supervisor must commence to deal with the dispute as quickly as possible, usually within 24 hours of being notified.
- Step 2 If the dispute is unresolved, the staff or union representative may approach the Branch Manager or equivalent to resolve the dispute. Where the grievance had industrial or human resource implications, the Branch Manager should seek the advice of the Human Resources Manager.
- Step 3 At this point, if the dispute remains unresolved, the Branch Manager should inform the Chief Executive.
- Step 4 The staff member or union may refer the dispute to the Industrial Relations Commission.

5.3 Keeping records relating to the grievance/dispute

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

JOB EVALUATION PROGRAM

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

Program Objective

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

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

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

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

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

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

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

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

Level	Job Value Points
1	54 - 82
2	83 - 110
3	111 - 128
4	129 - 145
5	146 - 167
6	168 - 187
7	188 - 212
8	213 - 236
9	237 - 267

Level	Job Value Points
10	268 - 296
11	297 - 334
12	335 - 371
13	372 - 420
14	421 - 469
15	470 - 540
16	541 - 609
17	610 - 690
18	691 - 769

Please note:

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



Interpolation to Remuneration Structure

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

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

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

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

Transition Arrangements for the Introduction of the MSB Job Evaluation System

- Where the duties and responsibilities after job redesign are not significantly changed for those in the original positions and job evaluation scores the position at the same or higher level then the employee can be directly appointed to the position. this will occur once for each position.
- Where an employee has occupied a position which has been restructured over time but not re-evaluated; and has been performing the duties satisfactorily in excess of 12 months, then direct appointment can occur following a job redesign to the level determined by job evaluation.
- Where job evaluation following job redesign confirms any position to be “over graded” the employee occupying any such position is “red circled”, where job redesign doesn’t allow the position to be graded at the present level. When the position next falls vacant it is moved to the correct work value point, ie. A or D salary point.

Merit Based Promotion

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



PERFORMANCE

MANAGEMENT SYSTEM

GUIDELINES FOR

SUPERVISORS & STAFF

March 1996

PREAMBLE

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

The Members of that Committee are:

Mike Hluchan - Property & Assets Section

Ian Sinclair - Sydney Region

Hugh Cooke - Commercial Vessels

Sue Calleja - Commercial Vessels

Kim Newell - Sydney Region

Sue Ohanian - Employee Development Manager

Terry Hamilton - Personnel Services Administrator



JOHN QUINLAN
Acting Chief Executive

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WATERWAYS AUTHORITY

PERFORMANCE MANAGEMENT SYSTEM



1. OVERVIEW

1.1 INTRODUCTION

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

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

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

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

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

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

1.2 DEFINITIONS

Performance Management

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

Performance Agreement

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

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

Performance Targets

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

Performance Indicators

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

Work Plan

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

Staff Development

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

Career Development

This covers:

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

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

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

1.3 OBJECTIVES

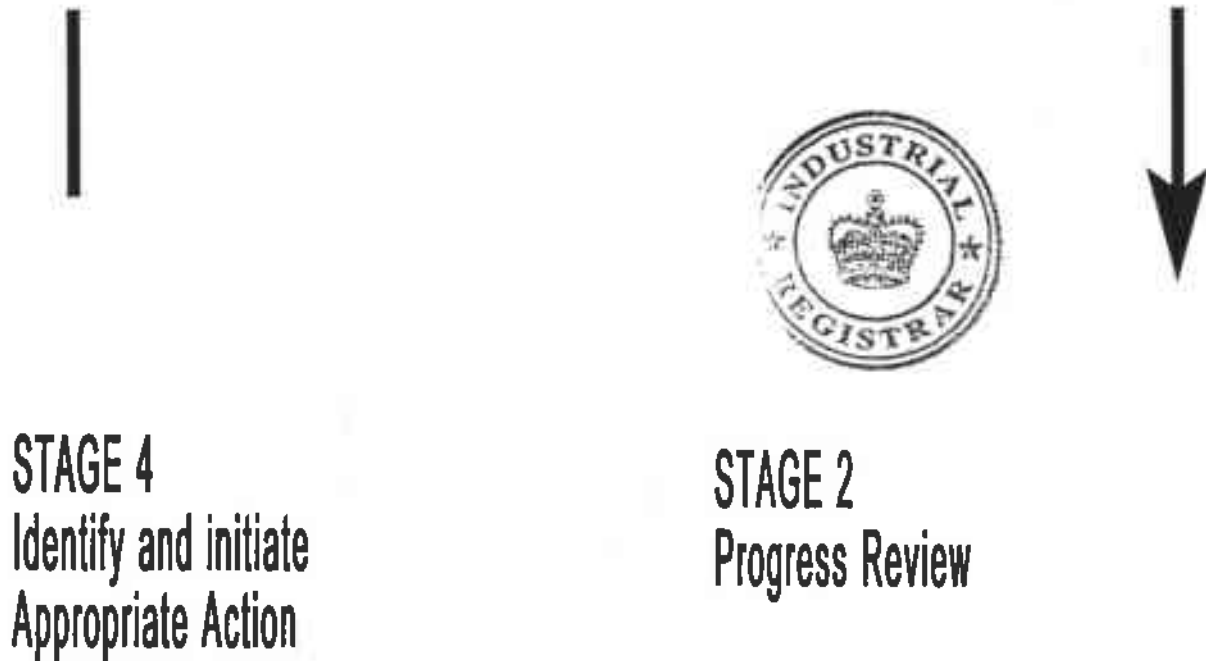
The principal objectives of the System are to:

- ☞ ensure that teams are aware of their branch business strategies and objectives, key tasks and supervisor expectations;
- ☞ establish team targets linked to the Waterway's Corporate Plan and Branch business/Region plans;
- ☞ monitor and measure performance against these targets and provide constructive feedback on performance;
- ☞ identify outstanding, satisfactory and poor work performance and initiate appropriate action;
- ☞ provide a training needs analysis for the staff member and, in the end, for the Authority as a whole.



1.4 THE PROCESS

The process will comprise four separate stages: developing the Performance Agreement: the progress review, the final performance review and identifying and initiating appropriate action. How these four components fit together is best shown by the figure below:



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

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

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

At the expiration of the Agreement a final performance review will take place. This review will assess team performance during the life of the Agreement, and must be based clearly and directly on the performance agreement, ie. those previously determined performance targets and performance indicators.

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

1.5 MEETING THE CHALLENGE OF ESTABLISHING A SUCCESSFUL AGREEMENT

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

Managers and supervisors need to:

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



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

Be specific when maintaining or enhancing self-esteem, it is important to be specific. While it never hurts to simply say 'good job', describing the 'good job' in detail will be more meaningful. In addition to showing you value this person, there will be no doubt about what you are praising.

Be sincere being specific when praising or recognising someone also shows that you are sincere. Phoney, insincere compliments are easily detected and usually do more harm than good. Overdoing it 'dilutes' the praise and lessens its impact.

Respond to feelings and content it is important to know that you heard and understood both the content of what was said and the feelings expressed through active listening*. Getting feelings out in the open helps you focus on the topic in question. If people don't communicate freely and openly, you might not receive essential information.

Seek & develop ideas by seeking ideas you create a participative atmosphere that encourages your team to collaboratively develop and build on each other's suggestions.

Provide support without removing responsibility when team members are committed to implementing ideas, offer your support, but make sure people are aware of their areas of responsibility. Supporting ideas, suggestions and solutions without removing responsibility for action is a critical component of leadership. Show your support by offering encouragement, being available to help, and removing potential barriers within your control.

* Active listening

- ☞ react with calmness and interest
- ☞ listen for content, feelings and meanings (with special focus on feelings)
- ☞ use open-ended probing questions
- ☞ summarise and clarify

2. STAGE ONE

2.1 Developing the Performance Agreement

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

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

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

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

2.2 The Roles of Reporting Officer and Reviewee

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

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

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

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



2.3 What is Established at the Interview

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

Specific
Measurable
Achievable
Realistic
Timeframed
Agreed

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

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

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

The Reporting Officer should:

- ☞ give the team sufficient notice of the Performance Agreement interview to ensure adequate time for preparation;
- ☞ provide any relevant information and/or advice prior to the interview taking place, for example, the Branch business plans;

Prior to the interview taking place team members need to:

- ☞ make sure they know the function/s of their team and the Branch's/Region's responsibilities under the Corporate Plan;
- ☞ think about how the team can achieve its business objectives.

During the discussion, the parties should:

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

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



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

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

Performance targets must:

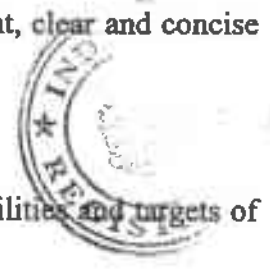
- ☞ be consistent with the team's key outcomes for the designated period, based on Branch/Regional plans and the objectives specified in the Waterway's Business Plan;
- ☞ be within the team's capacity to provide resources and support;
- ☞ be set at challenging and realistic levels, whilst being SMARTA.

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

2.4 OUTCOMES OF THE PERFORMANCE AGREEMENT INTERVIEW

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

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



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

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

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

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

2.5 INDIVIDUAL TRAINING PLANS

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

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

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



SUMMARY OF ROLES & RESPONSIBILITIES

1. Performance Agreement Stage

Team Members	Reporting Officers
<p>Always ensure confidentiality.</p> <p>Familiarise yourself and your team with Branch/Regional plan & business objectives and think about how your team can contribute.</p> <p>Consider possible performance targets and performance indicators that relate to team role and Branch/Regional business plan.</p> <p>Adopt a co-operative joint problem solving approach.</p> <p>Consider your staff and career development training needs (prior to the individual meeting).</p> <p>Identify your staff and career development needs.</p> <p>Develop a work plan for the team, if considered useful.</p>	<p>Arrange and conduct interviews.</p> <p>Always ensure confidentiality.</p> <p>Give adequate notice of performance agreement interview.</p> <p>Provide private, comfortable setting with no interruptions.</p> <p>Allow ample time (1-2 hours) for the meeting and be prepared to have more than one meeting.</p> <p>Ensure team members have copy of Corporate Plan and Branch/Regional plan.</p> <p>Familiarise yourself with Branch/Regional plan and business objectives.</p> <p>Consider possible performance targets and performance indicators that relate to team role and Branch/Regional business objectives.</p> <p>Ensure that you are thoroughly familiar with the Performance Management system.</p> <p>Explain process to the team including roles of Reporting Officer and team members during review period.</p> <p>During interview:</p> <ul style="list-style-type: none"> - Put team members at ease - Listen actively - Be supportive <p>Ensure targets and indicators are formulated with input from both parties.</p> <p>Conduct individual staff and career development interviews.</p> <p>Fill out appropriate parts of Performance Agreement form.</p> <p>Obtain signatures for forms and distribute copies.</p>

3. STAGE TWO

3.1 PROGRESS REVIEWS/PROVIDING ONGOING SUPPORT

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

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

- ☞ evaluation of progress towards targets
- ☞ the re-adjustment and refinement of the original plan as a result of previously unforeseen circumstances
- ☞ correcting any planning mistakes
- ☞ helping to meet work plans
- ☞ encouraging progress in staff and career development activities
- ☞ the identification of any training needs
- ☞ strengthening relationships

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

3.2 INFORMAL REVIEW/ONGOING SUPPORT

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

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

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



3.3 FORMAL REVIEWS

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

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

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

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

Information should be sought on:

- ☞ What progress is being made?;
- ☞ What difficulties (if any) are being experienced?;
- ☞ What assistance is required of the Reporting Officer?; and
- ☞ What alterations (if any) need to be made to the work plan?

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

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

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

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

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

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



SUMMARY OF ROLES AND RESPONSIBILITIES

2. Ongoing Support and Progress Reviews

Team Members	Reporting Officers
<p>Regularly meet as a team, including the Reporting Officer (who forms part of the team), to discuss progress against targets.</p> <p>Seek assistance from Reporting Officer if difficulties arise.</p> <p>If necessary, initiate informal and formal reviews with Reporting Officer.</p> <p>Consider possible solutions to problems that may arise - adopt a problem solving approach.</p> <p>Seek feedback from Reporting Officer regarding the team's progress.</p> <p>Seek agreement to alter original targets and indicators if difficulties in achievement is being encountered.</p> <p>Monitor usefulness of and progress on individual staff development activities.</p> <p>Accept constructive feedback.</p> <p>Keep brief records of interviews.</p>	<p>Regularly meet with the team to discuss progress against targets.</p> <p>Encourage team to monitor their own progress.</p> <p>Undertake informal progress reviews via casual approaches and discussions.</p> <p>Arrange formal progress reviews every 3 months.</p> <p>Encourage teams to seek assistance and report on progress being made.</p> <p>Enquire regularly about progress being made against targets.</p> <p>Offer assistance if difficulties being encountered - adopt a problem solving approach.</p> <p>Familiarise yourself with team's performance targets and indicators prior to the progress review.</p> <p>Assess requests for amendments to original targets and indicators.</p> <p>At individual meetings discuss progress on, and evaluate, staff development activities.</p> <p>Keep brief records of interviews</p> <p><u>During interview:</u></p> <ul style="list-style-type: none"> ☞ Provide positive feedback and constructive criticism where appropriate. ☞ Listen to team's views and explanations. ☞ Resolve problems by addressing issues rather than attributing blame; be positive



	<p>and focus on future performance rather than past mistakes.</p> <ul style="list-style-type: none">☞ Keep brief records of interviews.☞ Record date of interview on Part 2 of form.
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4. STAGE THREE

4.1 FINAL TEAM PERFORMANCE REVIEW

The final performance review will indicate:

For the team:

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

For the individual:

- ☞ the type and relevance of staff development activities undertaken
- ☞ future development activities and career aspirations that have been identified.

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

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

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

4.2 PROCEDURES TO FOLLOW WHEN ASSESSING PERFORMANCE

Referring to the Performance Agreement form, parties should:

- ☞ review each performance target and discuss the extent of the achievement based on the performance indicator(s)
- ☞ determine possible causes of any non-achievement of targets.



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

- ☞ allow ample time for the interview and provide a private setting with no interruptions
- ☞ take a co-operative approach by treating team members as colleagues in reviewing the performance
- ☞ avoid making judgemental comments or giving opinions, for example, "that wasn't very good", without providing specific detail
- ☞ ask questions of the team members to gather information about performance
- ☞ language should not be argumentative, but be factual and objective, whilst maintaining self-esteem
- ☞ let the team members, as far as possible, draw the conclusions based on the information available.

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

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

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

- ☞ the most useful and reliable information on which to base judgements about performance is job-related
- ☞ personal traits, qualities and characteristics are not regarded as appropriate criteria for performance reviews as judgements tend to reflect individual values which may not be shared by others

4.3 OUTCOMES OF ASSESSING PERFORMANCE

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

- ☞ achievement of performance targets
- ☞ nature of any difficulties experienced
- ☞ usefulness of staff development and career development activities
- ☞ nature of future staff and career development needs

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

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



4.4 REVIEW OF INDIVIDUAL TRAINING PLANS

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

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

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

4.5 LEVELS OF PERFORMANCE

4.5.1 Team Performance

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

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

4.5.2 Individual Performance

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

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



SUMMARY OF ROLES AND RESPONSIBILITIES

3. Performance Review

Team Members	Reporting Officer
<p>Re-familiarise yourself with the agreed performance targets and indicators.</p> <p>Prepare for the meeting by:</p> <ol style="list-style-type: none"> 1) Meeting as a team to discuss overall performance against targets and indicators. 2) Reviewing records of progress interviews. 3) Formulating a team view as to your overall assessment. <p>Raise any disagreement on proposed assessment.</p> <p>Be familiar with your team's achievements during the period.</p> <p>Be prepared to discuss difficulties that have occurred.</p> <p>Individuals are to assess the value of staff and career development activities undertaken and consider their future needs.</p>	<p>Determine mutually convenient time for interview.</p> <p>Give adequate notice of interview.</p> <p>Arrange private, comfortable setting with no interruptions.</p> <p>Allow sufficient time for interview.</p> <p>Re-familiarise yourself with the agreed performance targets and indicators.</p> <p>Review records of progress interviews before final review.</p> <p>Determine if targets have been met when reviewed against the agreed performance indicators.</p> <p>Determine possible causes of non achievement of targets.</p> <p><u>During the interview:</u></p> <ul style="list-style-type: none"> ☞ Take a collaborative approach by treating team members as colleagues in reviewing the performance; ☞ Avoid making judgemental comments or giving opinions. ☞ Ask questions of the Team to elicit the information about performance; and ☞ Let the Team (as far as possible), draw the conclusions based on the information available. ☞ Seek agreement for overall assessment of performance - take a co-operative approach. ☞ Base assessment on agreed targets and indicators - focus on the facts not the people.



Team Members	Reporting Officer
	<p>If the Team thinks that the assessment of any performance target is not fair, the Reporting Officer should:</p> <ul style="list-style-type: none"> - Listen to the complaint and recognise both emotional and logical content; - Respond in an understanding manner and try to avoid defensiveness by either party; and - Decide to modify or retain the original decision. <p>At meetings with individual team members:</p> <ul style="list-style-type: none"> - Determine value of completed staff development activities - Identify future staff career development activities. <p>Record on form the extent of achievement of targets.</p>



5. STAGE FOUR

5.1 IDENTIFY AND INITIATE APPROPRIATE ACTION

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

5.2 DISCUSSION OF THE REPORT

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

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

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

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

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



SUMMARY OF ROLES AND RESPONSIBILITIES

4. Identify and Initiate Appropriate Action

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



6. ADMINISTRATION

6.1 PERFORMANCE PLANNING AND REVIEW TRAINING

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

6.2 WHEN IS THE AGREEMENT COMPLETED?

6.2.1 Initial Introduction Of System

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

6.2.2 New Employee

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

6.2.3 Established Job Occupant

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

6.2.4 Where a team member moves to another position

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

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

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



6.3 Storage of Reports

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

6.4 Access to Reports

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

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

6.5 Grievances

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

6.6 Grievance Mechanism

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



6.7 Confidentiality

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

PERFORMANCE AGREEMENT

TEAM NAME:

TEAM MEMBERS:

BRANCH:



WORK GROUP FUNCTION:

AGREEMENT PERIOD:

FROM: / /

TO: / /

REPORTING OFFICER'S NAME:

REPORTING OFFICER'S POSITION:

PART 2: PROGRESS REVIEW

Team On-going Support Record Sheet

TEAM:

DATE:

REPORTING OFFICER:

PROGRESS BEING MADE TOWARDS PERFORMANCE TARGETS

PROGRESS TO DATE:

PROBLEMS/DIFFICULTIES EXPERIENCED:



FOLLOW UP ACTION (INDICATE IF BY REPORTING OFFICER OR REVIEWEE)

TEAM COMMENTS:

AGREED CHANGES TO PERFORMANCE TARGETS & INDICATORS



_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures, Team Members

Signature, Reporting Officer

Date

PART 3: RESULTS AT THE END OF THE AGREEMENT PERIOD

PERFORMANCE TARGETS ATTAINED ABOVE AGREED LEVELS:

PERFORMANCE TARGETS ATTAINED AT AGREED LEVELS:




PERFORMANCE TARGETS NOT ATTAINED AT AGREED LEVELS:

OVERALL ASSESSMENT OF PERFORMANCE:

TEAM MEMBERS' COMMENTS

Lined area for team members' comments, containing a circular seal on the right side.



Three sets of horizontal lines for signatures, arranged in three columns.

Signatures, Team Members

Signature, Reporting Officer **Date**

Original to be retained by Reporting Officer; Team members to be given a copy. The Reporting Officer is responsible for forwarding completed documents to the Human Resources Branch for retention.
Branch Head's Comments and/or Approval _____

Signature, Branch Head **Date**

PART 4: INDIVIDUAL TRAINING PLAN

To be formulated at start of Review Period

NAME:

STAFF DEVELOPMENT

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

CAREER DEVELOPMENT

Career Development activities/opportunities (List career related knowledge, skills and experience for which training and development is requested).



Signed: _____

Team Member

Print Name

Signed: _____

Reporting Officer

Print Name/Position

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

PART 5: PROGRESS REVIEW

Individual On-going Support Record Sheet

PROGRESS BEING MADE WITH DEVELOPMENT ACTIVITIES

TEAM MEMBER:

DATE:

REPORTING OFFICER:

STAFF DEVELOPMENT ACTIVITIES SINCE LAST INTERVIEW:

ANY FURTHER ACTION REQUIRED?:



CAREER DEVELOPMENT ACTIVITIES:

ANY FURTHER ACTION REQUIRED?

Team Member's Signature

Reporting Officer's Signature

PART 6: ASSESSMENT OF INDIVIDUAL TRAINING PLAN

To be undertaken at end of Review Period

FURTHER ACTION TO BE TAKEN FOR STAFF DEVELOPMENT:

FURTHER ACTION TO BE TAKEN FOR CAREER DEVELOPMENT:

REPORTING OFFICER'S RECOMMENDATIONS:



TEAM MEMBER'S COMMENTS

Signature, Team Member

Signature, Reporting Officer

Date

Original to be retained by Reporting Officer; Team member to be given a copy. The Reporting Officer is responsible for forwarding completed documents to the Human Resources Branch for retention.
Branch Head's Comments and/or Approval _____

Signature, Branch Head

Date