



SYDNEY AIRPORT
ENTERPRISE AGREEMENT 2004-2006

Endorsed as at 2 September 2004

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PART A - FRAMEWORK

1 TITLE

This Agreement shall be known as the Sydney Airport Enterprise Agreement 2004 - 2006.

2 INTRODUCTION/PREAMBLE

Vision

- (a) The Company's vision is to create value for owners & stakeholders through engaging in mutually beneficial activities and to become a world class airport business.

Values

- (b) The Company acknowledges that every successful organisation has a set of values that clearly articulate the fundamental principles that give the organisation its unique "character". It is these values which should be at the very core of an organisation's activities and shape the way it operates.
- (c) It is acknowledged by the parties to this Agreement that these values, when developed, must be embraced by all staff. To this end the parties are committed to the on-going development and introduction of the Company Corporate Values.

Corporate Mission

- (d) To be a world class airport business.

Value Imperatives

- (e) To support the achievement of the Corporate Mission five key value imperatives have been identified upon which commercial strategies have been developed. These are:
 - (i). Increasing passenger and aircraft tonnage volumes as the key drivers of all businesses.
 - (ii). Increasing yield in all business streams.
 - (iii). Minimising operational constraints which impact on the growth potential of Sydney Airport.
 - (iv). Building the internal capability to deliver through developing our people, systems and processes.
 - (v). Developing a brand premium to enhance asset and service value.

Operational Integrity

- (f) It is recognised by the parties that our business aims cannot be achieved without operating in a safe, healthy, secure and environmentally aware Airport.

3 AIM AND OBJECTIVES OF THIS AGREEMENT

- (a) The parties to this Agreement shall continue to build on past achievements, which have provided the impetus for change.
- (b) The aim of this Agreement is to continue to pursue a working environment built on employee involvement, teamwork, customer service, continuous improvement, trust and a shared vision.
- (c) Management has the responsibility for providing leadership and is accountable for the achievement of business outcomes including continuing improvements in productivity, efficiency and customer service.
- (d) Employees have a responsibility for providing quality services to customers and continually contributing to improving productivity and efficiency. Employees also share responsibility for their own performance and career development.
- (e) The parties are committed to ensuring that we successfully achieve our business targets.
- (f) The parties agree to:
 - (i). continue developing a commercially oriented culture based on empowerment, trust, customer service, continuous improvement and operational flexibility and efficiency;
 - (ii). management and employees becoming increasingly flexible, skilled, responsible and accountable;
 - (iii). management and employees continuing to participate in education/training and skills development programs and utilising that knowledge in pursuit of the aims of this Agreement;
 - (iv). engage in consultation aimed at continually improving employer/employee relations;
 - (v). continue to strive to ensure that the Airport's premises are safe for all employees and visitors; and
 - (vi). continue to encourage equality of opportunity, provide career development opportunities and where possible more fulfilling, satisfying and well paid jobs.
- (g) This Agreement sets out those matters which will form the basis of continued reform and improvement leading to the implementation and achievement of the Company's Business Objectives as they apply from time to time

- (h) The Company is committed to providing appropriate resources to meet the outcomes of this agreement.

4 EMPLOYER

- (a) For the purpose of this Agreement, the "employer" is Sydney Airport Corporation Limited (referred to in this Agreement as "the Company") and, subject to the provisions of the Workplace Relations Act 1996, any successor organisation(s).

5 PARTIES BOUND

- (a) This Agreement shall be binding on:
- (b) The employer (as defined in clause 4); and
- (c) All employees of the employer who are employed at Sydney Airport in accordance with the Airports Employees Award 1999 (referred to in this Agreement as "the Award).
- (d) The following unions and their members:
- Community and Public Sector Union
 - Australian Manufacturing Workers Union
 - Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia
 - Association of Professional Engineers, Scientists & Managers Australia
 - Australian Liquor, Hospitality and Miscellaneous Workers Union
- (e) The parties bound are referred to in this agreement as "the parties".

6 STATUS OF THIS AGREEMENT

- (a) This Agreement shall be read and apply in conjunction with the Award.
- (b) Where there is any inconsistency between the two documents, this Agreement shall apply to the extent of any inconsistency.
- (c) The parties agree that no AWA's will be entered into for employees covered by this Agreement.

7 RELATIONSHIP TO SYDNEY AIRPORT ENTERPRISE AGREEMENT 2003 - 2004

- (a) This Agreement operates to the exclusion of and replaces the provisions of the Sydney Airport Enterprise Agreement 2003 - 2004.

8 TERM AND REVIEW OF AGREEMENT

- (a) This Agreement shall take effect from Certification of this agreement and shall remain in force until 30 June 2006.
- (b) The parties will commence discussions regarding the next Agreement no later than three months prior to the expiry of this agreement.

9 REVIEW PROCESS

- (a) It is agreed that the Sydney Airport Consultative Committee will be the forum for determining the success of the objectives of this Agreement. When evaluating the progress made in implementing the aspects of this Agreement the review will take into account the overall objective(s), implementation steps and measures specified in relevant clauses.
- (b) The Grievance and Disputes Settlement Procedures specified in *Clause 46* will be used in resolving any grievances between the parties over the outcome of the review process

10 WORKPLACE SURVEILLANCE

- (a) For the purposes of the Workplace Video Surveillance Act 1999 (NSW):
- (b) SACL gives each employee notice and each employee is deemed to have agreed that video surveillance is undertaken at the premises or place constituting the workplace for purposes including ensuring the security and safety of the workplace and persons in it and that video surveillance of any employee will be extrinsic to that purpose.
- (c) Surveillance will not be used for performance appraisal in the workplace”.
- (d) Employees are deemed to have further agreed that there is a real and significant likelihood of the security of the workplace or persons in it being jeopardised if the video surveillance was not carried out.
- (e) Employees are deemed to acknowledge that they have been given adequate notice of any intended surveillance.

PART B – BUSINESS & ORGANISATION DEVELOPMENT

11 BUSINESS IMPROVEMENT

Introduction

- (a) The parties recognise that it is in the best interests of the Airport and its employees to adopt a philosophy of continuous improvement in all of the Airport's business operations and to strive to attain levels of service, effectiveness and efficiency consistent with best practice principles.
- (b) The principles and broad intent of the Australian Quality Council's Framework for innovation, improvement and long term success will be taken into account when implementing Quality Initiatives.

Objective

- (c) It is the objective of the parties to this Agreement to continue to improve the performance of the Company through the Business Improvement Process, Customer Service, Business Improvement Project Initiatives and Benchmarking.
- (d) To provide training to staff in Quality principles, involve staff in performance improvement and provide greater involvement in the Airport's operation.

Implementation

Business Improvement Process

- (e) The parties are committed to further organisation development using the Business Improvement Process (BIP) as a means of meeting the aims of this Agreement.
- (f) To this end the parties agree to continue to establish Business Improvement Teams comprising representatives agreed by the parties to this Agreement from each natural workgroup. Each team will have responsibility for:
 - (i) Collecting data on existing processes and systems;
 - (ii) Identifying improvements to existing processes and systems;
 - (iii) Implementing improvements;
 - (iv) Identify team and process performance measures: and
 - (v) Measuring performance against these new measures and agreed standards.
- (g) In developing performance measures, the teams will attempt, where possible, to compare with general industry standards. Agreed performance measures should be consistent with and complement the performance indicators in the Corporate Business Plan.
- (h) Once the performance measures are established, management and employees commit to implementing agreed changes in work methods, procedures and practices consistent

with these measures. These changes will not affect the conditions of the Award or this Agreement.

- (i) The parties acknowledge that the performance measures will need to be subject to continual refinement to reflect internal and external influences and changes occurring in business standards and customer expectations both within and outside Australia.

KPIs & Benchmarking

- (j) The parties are committed to working towards world class levels of performance in productivity, efficiency and competitiveness. Benchmarks will be identified and introduced using the consultative process and will, as appropriate, include extending current Key Performance Indicators (KPI's) and benchmarks. This process will require continuing innovation and improvement to all aspects of the Company's business operations.
- (k) The parties agree that, during the life of the Agreement, they will continue the process of connecting Corporate KPI's by developing Workgroup KPI's throughout the organisation to measure performance.
- (l) The parties acknowledge that the performance measures will need to be subject to continual refinement to reflect internal and external influences and changes occurring in business standards and customer expectations as well as changes brought about by process improvement.

Customer Service

- (m) The parties recognise the necessity to continue to provide efficient, cost effective and quality service which reflect customer needs.
- (n) Provision of Customer Service will require the use of the consultative process to continue to:
 - (i). Establish standards for meeting the needs of both internal and external customers;
 - (ii). Monitor performance against those standards by such measures as customer surveys;
 - (iii). Develop methods to ensure provision of quality service; and
 - (iv). Provide effective staff training to enable delivery.

Review Process

- (o) The review process specified in clause 9 will be used in determining the success of the implementation of this clause.

12 PERFORMANCE MANAGEMENT SYSTEM

- (a) During the life of this Agreement the parties will continue to utilise the consultative process in the implementation of the Performance Management System (PMS) .
- (b) The PMS will provide a framework enabling an employee and their manager/supervisor to identify, evaluate and develop the work performance of the employee and assist in identifying career development or promotional opportunities. It will contribute to an open, supportive and professional relationship between management and employees.
- (c) While acknowledging that any performance review process must take into account issues of non-performance or disciplinary matters, the PMS should not be used as the only forum to address matters relating to non-performance or disciplinary counselling.
- (d) Non-performance or disciplinary counselling matters should be addressed as soon as they occur in accordance with the Sydney Airport's Staff Counselling Policy & Procedure.

13 TRAINING & EDUCATION

Introduction

- (a) The parties agree that the development and application of skills form a sound basis for a more flexible and productive workforce and effectiveness in the delivery of the Airport's services. At the same time, the development and use of skills, including Management and Leadership skills, enhance individual's career opportunities.
- (b) The parties acknowledge that responsible employers should be committed to providing apprenticeships and traineeships. To this end the Company agrees, during the first 12 months of this Agreement, to review the level of apprenticeships and traineeships. The Company agrees to employ 1 apprentice for every 5 trade's person through Group Apprentice Schemes.

Objective

- (c) The Company's Training & Development Strategy is a comprehensive strategy which is focused on building organisational, team and employee capabilities.
- (d) The Company will continue to strive to create and develop a workplace where staff will want to work and contribute to improving productivity and where each person will be given the opportunity to develop their potential for our shared success.
- (e) The Company is also committed to providing training for Managers and Supervisors to enable them to be better on-the-job coaches to ensure that our staff receive timely training and support and that formal on-the-job training is effectively transferred.

Implementation

- (f) Competency based learning plans will continue to be developed to ensure that staff receive the training and development that they require in order to perform their job effectively. Programs will be developed which will provide opportunities for staff to work towards new qualifications in line with their career goals

- (g) The staff consultative committee will be provided with regular updates on the progress of the implementation of the Training & Development Strategy including budget expenditure and performance against agreed KPI's once they are finalised.

Training Arrangements and Payments

- (h) No employee, whether day or shift worker shall suffer loss of pay (including shift penalty rates) as a result of undertaking training required of them by the Airport. Where possible this training will be conducted during ordinary working hours. Where training is required to be undertaken such that:
 - (i). day workers work and train for more than 10 hours in a day or 38 hours in a week; or
 - (ii). shift workers work and train beyond the length of time for which they would normally be rostered on that day,
 - (iii). the extra time shall be paid at time and a half.
- (i) Nothing in sub-clause (h) shall preclude management and employees agreeing to alternative arrangements which may include time off in lieu in accordance with the normal consultative process.

14 WORKFORCE FLEXIBILITY

Introduction

- (a) The parties are committed to maximising efficiency through workforce flexibility & utilisation and improvement of employees' skills.
- (b) The parties acknowledge that Sydney Airport's workforce is diverse and may require different work arrangements to meet both business objectives and operational needs.
- (c) The parties acknowledge the need for flexibility in response to operational changes.

Flexible Span of Hours

- (d) When an employee requires to start late or finish early to attend personal business through prior notice and agreement with their manager, the employee shall be permitted to accrue time prior to or after the absence, so that no loss of pay is incurred. Any time worked to fulfil a 38 hour week shall be paid at ordinary time rates.

Changes to Hours of Work and Shift Rosters

- (i) The parties agree that the changing operational environment requires changes to shift coverage and roster patterns.

- i. The relevant workgroup manager will consider the needs of the Corporation and the health and wellbeing of staff and the impact on families when proposing changes to rosters
 - ii. Proposed changes and rationale will be put in writing to employees concerned and their unions
 - iii. A meeting with affected employees will be convened as soon as possible
 - iv. Employees affected will be consulted as a group prior to the Manager approving the new roster, which will be signed off by the relevant General Manager.
 - v. The new roster will be trialled for a period of 8 weeks, with reviews every 2 weeks
 - vi. Shifts will be equitably distributed between employees
 - vii. During the trial period staff involved will not incur a loss of salary
 - viii. If at the end of the 6th week of the trial, 2/3rd of the affected employee agree with the roster, it will be implemented on an on-going basis.
 - ix. Where 2/3rd of the employees disagree with the proposed new roster, then the proposed roster will be resolved through conciliation/or arbitration.
 - x. The conciliation/arbitration process will run for a maximum of 4 weeks.
 - xi. At the conclusion of the consultation, the relevant General Manager will review the proposed changes from the Conciliator/Arbitrator and sign off on the revised roster which will be implemented.
 - xii. The parties agree that a minimum of 4 weeks notice will be given to any employees affected by the proposed roster changes.
 - xiii. The parties agree that the employer will not change the employees roster patterns more than twice a year per work group.
 - xiv. This sub-clause does not apply where the workgroup manager and individual employee (s) have reached agreement on any roster changes affecting the individual employee (s)
 - xv. This sub-clause does not apply where the workgroup manager and individual employee (s) reach agreement on any temporary roster changes affecting the individual employee (s).
- (e) It is the intention of this clause that the flexibility is used for specific incidents and not as a means to encourage permanently flexible start and finish times.
- (f) The Grievance and Disputes Settlement Procedures specified in clause 46 will be used in resolving any grievance relating to this clause

Staff Reassignment and Salary Protection

- (g) Consistent with the commitment to workforce flexibility, and in order to meet the changing needs of the business and to prepare its employees for the challenges facing the Company during the life of this Agreement employees may, subject to possession of the appropriate skills, be reassigned.
- (h) Such reassignment will be for a specific period of time to undertake special projects or to perform tasks other than those for which they are not normally engaged.
- (i) The reassignment shall not promote deskilling and the employee shall retain their position and classification level.
- (j) An employee who is reassigned to undertake alternative duties shall not suffer any loss of pay. Where the rate of pay applicable to the alternative duties is lower than the employee would have been received had they not been reassigned, then they shall be

paid as though they had not been reassigned. This may include payment of shift penalties and rostered overtime.

- (k) All payments and staff reassignments in accordance with this clause must be approved by Human Resources. Staff reassignment and salary protection processes shall be applied using the principles of equity and fairness.
- (l) “Reassignment” for the purposes of this clause shall not mean someone who is redeployed to alternative duties in accordance with the redundancy provisions of this Agreement or staff transferred between day to shift work as part of the regular rotation of staff.

Flexitime

- (m) The consultative process shall be used to ensure that the provisions of clause 21 – Hours of Work – Day Workers and Schedule 1 of the Award are properly managed and meet the needs of the Company and employees. An employee, who worked under flexitime arrangements prior to the certification of the FAC Enterprise Agreement 1994, shall continue to have access to flexitime subject to the provisions of Schedule 1 of the Award. There will be no extension of flexitime arrangements.

15 ENVIRONMENTAL EFFICIENCY

Introduction

- (a) The parties recognise the contribution employees can make to improving environmental practices at Sydney Airport, consistent with the relevant continuous improvement/best practice/performance measures identified in the Environment Strategy.

Objective

- (b) The Company’s environmental objective is to maintain and enhance the quality of the environment for the benefit of all Australians, present and future.

Implementation

- (c) In developing and managing Sydney Airport we are committed to:
 - (i). Managing environmental impacts on the business;
 - (ii). Complying with environmental legislation
 - (iii). Working with relevant authorities and the community to identify specific objectives to minimise our environmental impact and prevent pollution;
 - (iv). Continually measure, monitor, report, and improve the environmental performance defined by our objectives and targets; and
 - (v). Promote the Airport’s commitment to the environment to our employees, tenants, customers and neighbours.
- (d) An Environment Strategy Implementation Committee has been established to monitor the implementation of the Environment Strategy.

Measures

- (e) The Environment Strategy Implementation Committee will provide regular updates to the Staff Consultative Committee on the progress of the implementation of the Environmental Strategy including performance against KPIs.

Review Process

- (f) The review process specified in clause 9 will be used in determining the success of the implementation of this clause.

16 OCCUPATIONAL HEALTH, SAFETY & REHABILITATION

Introduction

- (a) The Company recognises its responsibilities in ensuring a safe place of work for staff, visitors and the Airport Community.
- (b) Occupational Health, Safety and Rehabilitation at Sydney Airport is subject to legislative compliance that places obligations and responsibilities on each employee to perform their work in a safe, healthy and secure manner.
- (c) It is recognised by the parties that the achievement of best practice on Occupational Health, Safety and Rehabilitation (OHS&R) is fundamental to the business success of the Company.
- (d) Due to the complexity and integration of Sydney Airport's operating environment it is acknowledged by the parties that every employee has OHS&R responsibilities which can extend to the broader Airport Community including visitors.
- (e) It is for this reason that all employees must have a heightened awareness of their OHS&R responsibilities and obligations.

Objective

- (f) The Company and its employees are committed to providing a healthy and safe place to work for all staff and for visitors and to timely and cost effective rehabilitation of injured employees. As a minimum we will provide a safe and healthy work environment, in accordance with the relevant Occupational Health and Safety Legislation and the Airport's OHS&R Policies.

Implementation

- (g) To achieve our OHS&R objectives the Company is committed to continuing the implementation of an OHS&R program during the life of this Agreement.
- (h) This program will include:

- i. An OHS&R Awareness Training Program including skills development as required.
- ii. External auditing and an action plan to improve OHS&R performance.
- iii. A regular program of internal audits.
- iv. An employee wellbeing/education program.
- v. Employee health screening as required.
- vi. Implementation of an incident reporting system.

Measures

- (i) Indicators will include LTT's, Incidents, Workers' Compensation Premium, Audit Compliance as well as the achievement of commitments in sub-clause (h) above.

Review Process

- (j) The review process specified in Clause 9 will be used in determining the success of the implementation of this clause.

17 EQUAL EMPLOYMENT

- (a) The parties to this Agreement are committed to the establishment and maintenance of a non-discriminatory work environment free of discrimination on the basis of sex, marital status, disability, race, colour, pregnancy, national origin, religion, sexual preference, age or political conviction.
- (b) To achieve this objective the Company will provide equality of opportunity for all employees and applicants for employment and in doing so will observe the provisions and spirit of relevant Anti-Discrimination/Equal Opportunity Legislation.
- (c) It is acknowledged that equality of opportunity applies to all phases of employment including selection and appointment of staff, promotion, training, compensation, benefits and terms and conditions of employment.
- (d) The Company recognises the importance of "Work & Lifestyle" arrangements as part of its EEO responsibilities and will incorporate "Work & Lifestyle" initiatives into its EEO program.
- (e) All managers and employees are required to ensure adherence to the relevant legislation and guidelines on equal opportunity, and take regard of the special needs of the Airport community.

PART C – SALARIES, CONDITIONS, ALLOWANCES & LEAVE

18 SALARY INCREASES

- (a) All employees covered by this Agreement shall receive increases in base salary as outlined below. These increases recognise the commitment of the parties to the future direction of the Company and to the achievement of real and sustainable improvements in productivity and efficiency, consistent with progressive implementation of the initiatives contained in this Agreement.
- (b) **The following salary increase shall apply as specified below:**

Increase

4.5% from the 1 July 2004

4.5% from the 1 July 2005

- (c) Allowances appearing in the Award which are normally varied in accordance with salary movements shall vary consistent with the above. The allowances concerned are On Call Allowance, First Aid Allowance, Disability Allowance, Plumbers Registration Allowance and Tool Allowance.
- (c) The salary schedule detailing the salaries and allowances payable are located in Appendix 1.

19 SALARY SACRIFICE PROVISIONS

- (a) In accordance with sub-clause (d), an employee may elect to have up to a maximum of thirty percent (30%) of their pre-taxable income paid as employee superannuation contributions, subject to the rules of the superannuation fund.
- (b) This is in addition to the current employer contribution and will come into effect as soon as practicable taking into account legislative and system requirements. The employee will bear the cost of any taxation resulting from the contributions under this clause.
- (c) The Company will not be liable:
- (i) if the law or the view of the Australian Taxation Office changes;
 - (ii) for financial advice to employees in relation to salary sacrifice arrangements;
 - (iii) for any costs or losses incurred by the employee as a result of salary sacrifice arrangements.
- (d) Despite of any other provision of the Award or this Agreement an employee may agree to be paid an amount in accordance with sub-clause (a) which is less than the rate of pay otherwise applicable to the employee under clause 21 and Appendix 1 of this Agreement (referred to hereinafter as "the agreed rate of pay"). The Company

shall pay the differences between the agreed rate of pay and the rate of pay otherwise applicable in accordance with Appendix 1 as a superannuation contribution for the benefit of the employee. Where such an agreement is made in writing, by paying the agreed rate of pay to the employee and making the agreed superannuation contributions, the Company shall be taken to have satisfied its obligation under clause 21 and Appendix 1.

- (e) While an employee with an alternative remuneration agreement is on annual leave, long service leave or other paid leave, the agreed rate of pay and superannuation contribution shall continue to apply.
- (f) Other than as provided in sub-clause (d) and (e) award payments, including termination payments, shall be calculated by reference to the employee's base rate prescribed in clause 21 and Appendix 1.
- (g) An agreement for an alternative remuneration arrangement shall not be terminated or altered more frequently than twice in each twelve months.
- (h) If at any time while an agreement under this clause is in force there is any change in taxation or superannuation legislation, practice or rulings which materially alters the benefit to the employee or the cost to the employer acting in accordance with the agreement, either party may terminate the agreement by not less than one months notice in writing to the other.
- (i) The parties agree to investigate the feasibility of additional salary sacrifice provisions during the nominal term of this Agreement.

20 SALARY PACKAGING

- (a) The parties are committed to investigating salary packaging options during the life of this agreement.
- (b) Subject to agreement by the parties the investigation of salary packaging arrangements may include, but not necessarily be limited to, such items as car leases, computers, mobile phones etc.
- (c) Any salary packaging options will not disadvantage the employee concerned when compared with the terms of this Agreement.
- (d) Where the parties agree to a salary packaging policy during the life of this Agreement they shall be reflected in a variation to this Agreement.

21 CLASSIFICATIONS AND SALARIES

Salaries

- (a) Employees shall be paid the salary, as determined using the Sydney Airport Classification System, which is appropriate to their designated classification level as set out in Appendix 1 – Rates of Pay.

- (b) Salaries for each level shall be calculated as the indicated percentage of the 100 per cent rate for a Base Trade Rate as varied from time to time.
- (c) The salaries of apprentices and juniors shall be calculated as prescribed in this clause under apprentices and juniors.

Incremental Progression for existing employees

- (d) The current system of incremental increases in wages/salaries will be continued for existing employees in their current positions for the duration of this agreement.
- (e) New employees and new positions after the commencement of this agreement will commence on the bottom of the existing salary bands and will not progress past the mid point of their salary.
- (f) The lowest grade for each band will, from the 1 July 2005 will be the current band 1.2.
- (g) The lowest grade for each band will, from 1 July 2006 will be the current mid point grade.

Incremental progression will occur for current employees in their current position as follows:

- (h) Progression through the incremental scale shall be subject to the employee meeting the criteria identified for the position.
- (i) Subject to sub-clause (g), progression through the incremental scale may be initiated at the discretion of the employer or on application of the employee.
- (j) Such progression may occur at any time, but assessment would normally be conducted annually.
- (k) Where, on assessment, incremental progression for an employee is rejected, the reasons for such rejection shall be in writing.
- (l) Every effort will be made to ensure that staff are provided with the necessary training to progress to the next increment point within a 12-month period.
- (m) Where an employee has not been provided with the opportunity to attend the necessary training or assessment is not available within a 12-month period from the date of their last increment progression they will be progressed to the next increment point within the salary level at the completion of the 12 month period.

Apprentice and Junior Rates

- (f) Apprentices who are under 21 years of age shall be paid an award salary, calculated to the nearest dollar, as the appropriate percentage indicated below.

Age or length of service as an apprentice

Percentage of 100% rate

Under 18 or 1st year	42
At 18 or 2nd year	55
At 19 or 3rd year	75
At 20 or 4th year	88

Adult Apprentices

- (g) An employer may indenture suitable applicants who are 21 years of age and over, provided that such apprentices shall not be indentured at the expense of other apprentices.
- (h) The rate of salary of an adult apprentice shall be the rate prescribed by sub-clause (m) for the relevant year of apprenticeship. Provided that where a person was employed by the employer prior to becoming an adult apprentice, such person shall not suffer a reduction in the rate of salary by virtue of becoming indentured.
- (i) For the purpose only of fixing a rate of salary, the adult apprentice shall continue to receive the rate of salary that is from time to time applicable to the classification in which he/she was engaged immediately prior to entering the indenture.

Junior employees

- (j) An unapprenticed junior shall be paid a rate of salary calculated to the nearest dollar, at the percentage specified by age as follows of the minimum adult salary applicable to his/her classification.

Age of employee Percentage of minimum adult salary

Under 18 years	60
At 18 years	70
At 19 years	81
At 20 years	91

Part time employees

- (k) In addition to the provisions of clause 9.2 of the Award and subject to sub-clause (s) any part time arrangement shall require consultation with the relevant union prior to the arrangement commencing.
- (l) Employee initiated requests do not require consultation with the relevant union(s)

22 ANNUALISED SALARIES

- (a) The parties agree that from the date of certification of this agreement base salaries, overtime and allowances, where possible, will be converted these arrangements may also include a component for call-ins or for overtime.
- (b) Subject to agreement by the parties the investigation of annualised salary systems may include, but not necessarily be limited to, the trial of systems through pilot program(s) and/or examining the effectiveness of annualised salary systems in other organisations.

- (b) Any annualised salary pilot will not disadvantage the employees concerned when compared with the terms of this Agreement.
- (c) Where the parties agree to implement the annualised salary arrangement made during the life of this Agreement these arrangements shall be reflected in a variation to this Agreement.

23 ISOLATED ESTABLISHMENT ALLOWANCE

- (a) The Isolated Establishment Allowance specified in the Award shall continue to be adjusted in accordance with the percentage changes in the Airport's motor vehicle allowance.
- (b) In recognition of the Company's commitment to provide car parking free of charge to staff, in clause (42) of this Agreement, it is agreed that Isolated Establishment Allowance payments specified in the Award will be limited to staff who commenced employment with the Company prior to 31 March 1999.

24 MEAL ALLOWANCE

- (a) The Company may elect to provide an employee who works overtime with a meal.
- (b) Where a meal is not provided and subject to sub-clause (c) a meal allowance rate of \$19.75 shall be paid to an employee who works a minimum of two hours' overtime and after every subsequent five hours during any continuous period of overtime if the employee continues to work after the periods specified by this clause.

Entitlement to a meal allowance arises where an employee:

- Works overtime continuous with ordinary duty without a break for a meal;
 - Works overtime continuous with ordinary duty; or
 - Works overtime on a Saturday, Sunday, public holiday or (in the case of a shiftworker) day off and is granted an unpaid meal break.
- (c) Provided that where overtime worked on a Saturday, Sunday, public holiday or (in the case of a shiftworker) day off is planned and constitutes the equivalent of a standard day or shift, only one meal allowance shall be paid.
 - (d) The Meal Allowance rate will be moved in accordance with the meal allowance rate published by the Department of Employment & Workplace Relations.

25 ON CALL ALLOWANCE

- (a) The on call and standby provisions specified by clause 25 of the Award shall be superseded by the provisions set out below.

Category A - On call

- (b) An employee who is rostered on call and is recalled to work will be paid the emergency call out rate for overtime. Clause 24.6.1 will not apply for the term of this agreement.
- (c) An employee is instructed, prior to ceasing duty, that he/she is or may be required to attend for extra duty some time before his/her next normal time of commencing duty and that he/she is to be contactable and available to return to duty without delay or within a reasonable time of being recalled
- (d) An employee who is on call will be paid as follows:
 - (i) Overnight – the rate set out in Appendix 1 – Rates of Pay
 - (ii) Day & Night - the rate set out in Appendix 1 – Rates of Pay

Category B - Stand by

- (e) An employee is instructed, prior to ceasing duty, that he/she is or may be required to attend for extra duty sometime before his/her next normal time of commencing duty and that he/she is to remain at his/her home and be required to be available for immediate recall to duty.
- (f) An employee who is on Stand by will be paid as follows:
 - (i) Overnight - the rate set out in Appendix 1 – Rates of Pay
 - (ii) Day & Night - the rate set out in Appendix 1 – Rates of Pay
- (g) No payment shall be made to an employee under this clause for a period of restriction in respect of any part of which the employee does not hold himself/herself at the required degree of readiness to perform extra duty or does not observe the instructions of the employer as to restrictions outside his/her ordinary hours of duty.

Payment under this clause shall be subject to the following conditions:

- (h) The type of on call will be determined by the previous direction of the relevant Manager.
- (i) Where an employee, whilst in any restriction situation is required to attend to perform overtime or holiday ordinary duty, the payment for such attendance, whether the employee actually performs duty or not, shall be subject to the minimum payment provisions contained in the Award or this Agreement.

26 ELIGIBILITY FOR OVERTIME

- (a) The parties acknowledge that, under normal circumstances, staff classified at the Grade 4 Level 2 or above work unpaid overtime in excess of 38 hours per week.
- (b) Consistent with the provisions of the Award and subject to the Company’s discretion, overtime can be paid where staff are required to work extended period(s) in excess of reasonable amounts of unpaid overtime.

- (c) Where overtime payment is approved such payment, at the Company's discretion, may be made as per the Award or at such an amount and subject to such conditions as the Company determines.

27 PAYMENT FOR SATURDAY DUTY – DAY WORKERS

- (a) Except as provided by clause 26 of the Award – Shift work and clause 35 of the Award – Holidays and Sundays, an employee who performs rostered ordinary hours on a Saturday shall be paid at the rate of fifty percent additional to the ordinary rate of pay.
- (b) For the purposes of this clause a day worker will defined as per clause 21 and clause 22 of the Award.
- (c) Any changes to current hours of work arrangements which will result in day worker working ordinary hours on a Saturday shall be subject to the provisions of clause 13 of this Agreement.

28 PAYMENT FOR SUNDAY DUTY – DAY WORKERS

- (a) Except as provided by clause 26 of the Award – Shift work and clause 35 of the Award – Holidays and Sundays, an employee who performs rostered ordinary hours on a Sunday shall be paid at the rate of one hundred percent additional to the ordinary rate of pay.
- (b) For the purposes of this clause a day worker will defined as per clause 21 and clause 22 of the Award.
- (c) Any changes to current hours of work arrangements which will result in day worker working ordinary hours on a Sunday shall be subject to the provisions of clause 13 of this Agreement.

29 FAULT RECTIFICATION FROM HOME

- (a) The Airport may require an employee to provide advice or assistance from home to enable more efficient rectification of faults at the Airport, and to reduce inconvenience for the employee.
- (b) Where the employee is required to rectify a problem from home, he/she shall be paid a minimum of two hours pay at the appropriate rate, which shall compensate for all additional rectification work which may be required from home during that two hour period.

30 REST PERIOD BETWEEN WORK DAYS

- (a) The rest period between work days provisions specified by clause 24.5 of the Award shall be superseded by the provisions set out below.

- (b) When overtime is necessary, it shall wherever reasonably practicable be so arranged that employees have at least ten consecutive hours inclusive of reasonable travelling time off duty between the work of successive days.
- (c) An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours inclusive of reasonable travelling time off duty between those times shall, subject to sub-clause (b) be released after completion of such overtime until he/she has had such time off duty, without loss of pay for ordinary working time involved.
- (d) If such employee is required to resume or continue work without having had such time off duty, he/she shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he/she has had such time off duty without loss of pay for any ordinary working time involved.

31 WORKERS COMPENSATION

- (a) The workers compensation provisions under the NSW Workers Compensation Act (1999), now applies to the Airport's employees.
- (b) The Company will provide employees with a Group Personal Accident Insurance Policy that shall meet the difference between the weekly workers compensation payments received by the employee under the relevant State Act and;
 - (i) the employee's pre-injury average weekly earnings, (including allowances and overtime), to a maximum amount payable by the insurer of \$500 pw.;
 - (ii) the benefit period is up to 45 weeks.

32 CONVERSION OF HALF PAY SICK LEAVE

- (a) In addition to the provisions of the Award, in the case of an employee who has exhausted their full pay sick leave entitlements, the Company may allow the conversion to leave on full pay so much of their half pay entitlements as are required for a continuous period of sick leave of at least 20 days of which would otherwise be on half pay.

33 BEREAVEMENT LEAVE

- (a) In addition to the Bereavement Leave entitlements specified in the Carers Leave clause of the Award, an employee who has utilised 3 days Carers Leave during the course of the year, may be granted Bereavement Leave as Special Leave with pay on the occasion of each bereavement.
- (b) The normal provisions for the granting of Bereavement Leave will apply.

34 PATERNITY LEAVE

- (a) Subject to the normal provisions for the granting of Paternity Leave, an employee may be granted up to 3 weeks as paid Special Leave immediately following the birth of a child.
- (b) Such leave shall be taken to attend the birth of the child, caring for children or attending to a partner in hospital or at home.

35 MATERNITY LEAVE

- (a) An employee with twelve months continuous service prior to commencement of maternity leave shall be granted leave on full pay for a total period of thirteen weeks. Unless otherwise agreed between the employer and employee consistent with 31.6.1 and 31.8.3 of the Award, such leave shall be taken six weeks before and seven weeks after the expected date of confinement.

36 SCHOOL HOLIDAY LEAVE

- (a) Subject to sub-clause (c), operational requirements and the prior approval of the relevant Section manager, an employee may “purchase” up to 1 additional week of leave in relation to caring for children during school holidays.
- (b) School Holiday Leave must be taken in one continuous period.
- (c) Prior to taking School Holiday Leave an employee must “purchase” the leave within three months of approval being granted to take leave.

- (d) School Holiday Leave is “purchased” during the 12 week period preceding the leave being taken.
- (e) Subject to (d), School Holiday Leave may be purchased by fortnightly payroll deduction, lump sum payment or periodic payments.

37 ANNUAL LEAVE

In addition to the provisions of the Award, the following will apply in relation to Annual Leave.

Annual Leave Loading

- (a) An employee shall be paid prior to going on leave the salary he/she would have received in respect of the ordinary time that would have been worked had he/she not been on leave, together with the loading prescribed in (b).
- (b) An annual leave loading of 17.5 per cent calculated on the rate of salary prescribed by (a) shall be paid once annually on the first pay day in December to employees, other than shift workers. Provided that such payment shall be to a maximum payment equivalent to the maximum rate of pay applicable to a Grade 4 Level 1 in the year in which the payment occurs.
- (c) Shift workers shall receive in respect of any period of annual leave a loading of 17.5 per cent, calculated on the rate of salary prescribed by (b). Provided that where the employee would have received shift penalties in accordance with the Award had he/she not been on leave during the relevant period and such shift penalties would have provided a greater amount than the loading of 17.5 per cent, the shift penalties shall be paid in lieu of the 17.5 per cent loading.

Emergency Payout of Annual Leave and/or Long Service Leave Entitlements

- (d) Subject to written agreement between the Company and the relevant Union Official an employee may receive payment of accrued annual leave and/or long services leave entitlements in lieu of the requirement to take paid leave provided that such payment is to meet exceptional, emergent, personal circumstances. Should the employee’s circumstances meet the criteria for granting such payment it shall only be approved where the employee is able to satisfy the parties that all other avenues of financial relief have been exhausted and that the monies paid will be used for the purpose(s) it is intended.
- (e) Such circumstances shall be limited to significant hardship matters such as potential lose of family home, urgent medical treatment for life threatening conditions, payment of court issued garnishees or any other matter the parties deem appropriate
- (f) Payment of leave entitlements will be made at the rate applicable had the employee taken such leave.

38 HIGHER DUTIES

- (a) During the life of this agreement, subclause 13.1 of the Award will be replaced by the following:
 - i. An employee who is engaged for more than one day or 1 shift carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day or shift.

39 HUMAN RESOURCES POLICIES

- (a) It is acknowledged that all employees should have access to policies affecting their employment. The parties agree that such policies will be communicated and displayed in an appropriate media for access by all employees.
- (b) A process of consultation will occur through the Sydney Airport Staff Consultative Committee regarding new HR Policies or changes to existing HR Policies which affect staff covered by this Agreement.

40 REDUNDANCY PROVISIONS

REDUNDANCY PAYMENT

Definitions

- (a) “Week’s Pay” shall mean an employee’s ordinary rate of pay for an ordinary week’s work at the time of redundancy. It shall not include overtime, penalty rates or higher duties.
- (b) “Continuous Service” shall be defined as:
 - (i). Service with the Sydney Airports Corporation Limited and the Federal Airports Corporation, and
 - (ii). Prior service with an Australian Federal, State or Local Government body for employees who were transferred directly to the Federal Airports Corporation under the Mobility Provisions of the Public Service Act 1922,or
 - (iii). Prior service for employees engaged by the Airport before 1st April 1996 who, without a break of 12 continuous months, were previously employed by a recognised Australian Federal, State or Local Government body

Voluntary Redundancy

- (c) Redundancy payments shall be as follows for voluntary redundancy and paid in addition to other termination benefits:

- (i). 3 weeks' pay for each completed year of continuous service plus a pro rata payment of 0.25 weeks pay for each additional completed month of continuous service.
- (ii). maximum amount payable including payment in lieu of notice is 73 weeks.

Involuntary Redundancy

- (d) Redundancy payments shall be as follows for involuntary redundancy and paid in addition to other termination benefits:
 - (i). For the first 4 years service - 4 weeks pay for each completed year of continuous service plus a pro rata payment of 0.3333 week's pay for each additional completed month of continuous service; and
 - (ii). For more than 4 years service - 3 weeks pay for each completed year of continuous service plus a pro rata payment of 0.25 week's pay for each additional completed month of continuous service.
 - (iii). maximum amount payable including payment in lieu of notice is 80 weeks.
- (e) The parties agree that the redundancy payments specified in sub-clause (d) will only remain in effect during the life of this Agreement.
- (f) At the expiration of this Agreement the involuntary redundancy payment provisions of the Sydney Airport Enterprise Agreement 1999-2001 will become effective.

PERIOD OF NOTICE

- (g) The period of notice shall be 4 weeks from the date on which the employee is notified by the Airport of his/her redundancy.
- (h) Where the Airport directs or the employee so requests, the employee's services may be terminated at any time during the notice period and the employee shall be entitled to receive payment in lieu of any unexpired portion of notice.

SELECTION OF REDUNDANT EMPLOYEES

- (i) It is agreed that the Airport must retain a workforce which has the necessary skills and abilities for efficient and economical management of Airports. In this regard the skill needs of the Airport will be used in determining whether an employee is redundant.
- (j) Where possible the Airport will call for voluntary redundancies, however the Airport retains the right to refuse requests for redundancy where in the opinion of the Airport the loss of particular skills and abilities would adversely affect efficient operations.
- (k) If there are insufficient volunteers or those who nominate for voluntary redundancy have been refused redundancy, the Airport may elect to make employees compulsorily redundant.

DISCUSSIONS BEFORE TERMINATION

- (l) Where the Airport has made a decision that it wishes to make a position/s redundant, the Airport shall hold discussions with the employee/s affected and with the relevant Union or Unions. Nothing in this clause shall limit the obligation of the Airport to follow the procedures set out the Award in circumstances of major change.
- (m) Such discussions shall take place as soon as practicable after the decision has been made but prior to any redundancy action being taken and shall cover items such as:
 - (i). reasons for redundant position/s.
 - (ii). any measures to avoid redundancy including possibility for job swapping and redeployment.
 - (iii). method of selection where skills and abilities are identical.

TRANSFER TO LOWER PAID POSITION

- (n) Where an employee agrees in writing to be redeployed to a lower paid position the employee shall receive 4 weeks' notice of effect of such redeployment and after the expiration of those 4 weeks shall receive the salary appropriate to the new position.
- (o) If an employee redeployed to a lower paid position is made redundant within 1 year of such redeployment the redundancy payment shall be calculated on the basis of the rate of pay for the previous position held.

TIME OFF DURING NOTICE PERIOD

- (p) During the period of notice of termination by the Airport an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. Provided that an employee shall be required to provide evidence of attendance at an interview.

OUTPLACEMENT

- (q) In addition to the redundancy provisions of this clause the Company shall offer involuntary redundant employees the opportunity to take advantage of outplacement services. The Company will determine the service provider and the level of outplacement support. Involuntary redundant employees will not be obliged to participate in outplacement.

LONG SERVICE LEAVE

- (r) Pro rata long service leave shall be paid where continuous service exceeds 5 years.

41 SUPERANNUATION

The parties agree that for the duration of the agreement that:

- (a) all staff, covered by this Agreement, will be members of the Sydney Airport Super Plan under the Mercer Super Trust (or it's successor fund);
- (b) The Sydney Airport Super Plan the Mercer Super Trust is governed by a Trust Deed and is administered as a complying fund that meets the requirements of legislation concerning the provision of superannuation benefits. During the term of this Agreement the Company reserves the right to undertake a review of the Superannuation Fund (or it's successor fund) and will fully agree with the relevant Union Officials and staff regarding any proposed changes. Such agreement will occur at least three months prior to the introduction of any proposed changes.
- (c) In the event of a review of Superannuation arrangements, should the Company decide to develop new Superannuation options, the Company undertakes to provide broad equivalence to the current arrangements with a fund of comparable worth as determined by external superannuation specialists.
- (d) All new employees covered by the Agreement joining the Company after the certification of this EBA will be placed in the accumulation scheme offered under the Mercer Super Trust (or its successor fund) with an employer contribution of 12%.

42 CAR PARKING

- (a) The Company will continue to provide car parking free of charge to its employees either on Airport or within a reasonable distance from the workplace.
- (b) In recognition of the Airport's commitment to provide car parking free of charge in it is agreed that Isolated Establishment Allowance payments will be limited to staff who commenced employment prior to 31 March 1999.

43 GYM SUBSIDY

- (a) In accordance with Sydney Airport's Gym Subsidy Policy it is agreed that the subsidy will be extended to accredited gymnasiums. A list of accredited gymnasiums will included as part of the policy.

44 NATIONAL WAGE INCREASES

- (a) The increases set out in clause 18 shall substitute for any National Wage (or equivalent) increase(s) which may be awarded during the term of this Agreement.

PART E - CONSULTATION and DISPUTE RESOLUTION

45 CONSULTATIVE PROCESSES

- (a) The parties recognise that an important factor in meeting the aim and objectives of this Agreement is the continued implementation of consultative processes which provide for employees to continue to be kept informed about developments in the Airport as well as having the opportunity to input into decisions that affect their work and their working environments. The parties agree to continue to work together to maintain a consultative culture within the Airport.
- (b) The parties, during the life of this Agreement, will review the operation of the consultative processes to ensure they are operating effectively and are consistent with the principles set out in this agreement. This Agreement may be varied to include any agreed outcomes of a review.
- (c) The parties reaffirm their commitment to the spirit and intent of consultative processes and past practices in relating to the use of contractors and the introduction of change. To ensure this, clause 18 – Use of Contractors and clause 36 – Introduction of Change of the Federal Airports Corporation Award 1991 shall form part of this Agreement.
- (d) The Terms of Reference of the Consultative Committee will be reviewed during the life of the Agreement as part of the overall review being conducted in accordance with sub-clause (c).

Consultation

- (e) The Staff Consultative Committees will comprise relevant management, and local Union delegates and any other members the parties agree. Union Officials may attend if invited by any Committee member.
- (f) Local consultative processes involving the parties will continue to be the means for discussing matters which will include but not be limited to:
 - external matters which are likely to have an effect on Airport employees,
 - local employee or management issues which are of individual or mutual concern.
- (g) Employees are empowered to raise any issues or concerns with their supervisor and/or the appropriate manager. This will ensure the interests and activities of management and employees are closely aligned and assist in the continued development of a culture of consultation.
- (h) It is recognised by the parties that employees share, with the Company, the responsibility for ensuring that consultative processes are effective and that they are committed to actively participate in them consistent with achieving the Company's mission and business objectives.

- (i) Once a definite decision has been made by the Company to introduce change and such change will have a significant effect on all employees covered by this Agreement, the Staff Consultative Committee shall discuss the proposed changes with the aim of reaching agreement on the proposal.
- (j) In the event that no agreement can be reached through the consultative processes then the Grievance and Dispute Settlement Procedures shall apply.
- (k) The parties agree that there will be times when the subject matter of the consultation process is confidential to the Company. Whilst the Company respects employees' right to seek advice and representation on significant issues affecting the employee's employment, all reasonable steps must be taken to ensure issues of confidentiality are not disclosed to unauthorised third parties.

46 GRIEVANCE AND DISPUTES SETTLEMENT PROCEDURES

- (a) The parties are committed to procedures which aim to avoid and, where necessary, resolve, all matters of grievance and dispute by utilising measures based on communication, consultation, cooperation and negotiation.
- (b) These procedures apply to all employees and no employee will be disadvantaged by the operation of this clause.
- (c) It is agreed that all necessary steps will be undertaken to ensure issues receive prompt attention and, as far as possible, are dealt with at the most appropriate level.
- (d) Employee(s) who are aggrieved by a decision or circumstance are empowered to approach the relevant manager for further advice and/or consideration of issues raised. If a resolution is not achieved, employee(s) are empowered to raise the matter at higher levels within the organisation.
- (e) The employee involved may consult with a union delegate and/or union official or authorised representative and include them in the dispute settlement procedure at any stage.

Procedure

- (f) It is agreed that in the event of any grievance arising between the employer and an employee(s) or between employees, the individuals involved shall confer without delay in a genuine endeavour to resolve the matter at the earliest practical stage in the following procedure:

Step 1

- (g) As soon as practical, the employee with the grievance and supervisor shall meet and confer on the matter.

Step 2

- (h) If the matter is not resolved at such meeting, the employee with the grievance or the supervisor shall arrange for further discussions between the employee and more senior levels of management.

Step 3

- (i) If the matter is not resolved at step 2, the employee with the grievance shall meet with the Chief Executive Officer or his representative to attempt to resolve the grievance.

Step 4

- (j) If the matter is not resolved through conciliation at step 3, the Australian Industrial Relations Commission is empowered, under section 111AA and 170 LW as appropriate, to arbitrate over the matter provided that the arbitration is limited to the interpretation, application or process of the implementation of a term or terms of this Agreement.
- (k) Those involved may agree to accelerate the resolution process and bypassing one or more stages of this procedure.
- (l) During a dispute, the status quo existing immediately prior to the matter giving rise to the dispute will remain, except where justified on the grounds of health and safety. Work will proceed without stoppage or the imposition of any ban, limitation or restriction.
- (m) Where a matter is referred to the Australian Industrial Relations Commission and resolution would be assisted by the presence of a union delegate(s)/employee representative(s), leave of absence to attend such proceedings shall be granted to those delegate(s)/representatives who have been involved in attempts to resolve the matter. Such leave shall be paid and shall comprise reasonable time to prepare for and attend the proceedings in the Commission. Leave granted shall count as services for all purposes.
- (n) A union delegate shall be granted leave of absence with pay to undertake training, on condition that:
 - (i.) the content of the training will enhance the delegate's role in dispute resolution, consistent with the procedures of this clause;
 - (ii.) the airport's operating requirements permit the grant of leave;
 - (iii.) payment for the leave shall not include shift and penalty payments or overtime;
 - (iv.) the leave shall count as service for all purposes.
- (o) For the purposes of (n) (i) of this clause, courses conducted by or with the support of Trade Union Training Australia Inc. which address dispute resolution shall be regarded as enhancing the delegate's role in dispute resolution.
- (p) The Sydney Airport Equal Employment Opportunity Policy shall be used for grievances regarding complaints of discrimination or sexual harassment.

47 RIGHT OF ENTRY/UNION MEETINGS

- (a) The right of entry of union officials will be in accordance with the Workplace Relations Act 1996 Part IX Division 11A – Entry & Inspection of Premises etc. by Organisations and shall operate as specified below.
- (b) For the purpose of interviewing employees on legitimate union business and subject to the security requirements applying to any non-Airport employee, a duly accredited union representative shall have the right to enter a facility during working hours on the conditions that:
 - (i) He/she has made prior arrangements with a representative of management;
 - (ii) Interviews with employees shall be in a meal room or other appropriate place as specified by management;
 - (iii) Upon the conclusion of his/her business, the visiting union official shall immediately leave the premises;
 - (iv) The visiting union official shall not hinder or obstruct employees in the performance of their duties;
 - (v) Employees for whom meal rooms are provided must not be prevented from entering, using or remaining in the meal rooms during meal and crib times.
- (c) Where employees are engaged on shift work, the Airport shall arrange for union representatives to have access to those employees at times to be mutually arranged, subject always to the condition that the representative does not interfere with work proceeding.
- (d) If there is any breach or departure from the above conditions it shall be handled in accordance with clause 46 Grievance and Disputes Settlement Procedures.
- (e) Nothing in this clause shall affect the right of the union officials to interview management on union business at reasonable times and by appointment.
- (f) An employee appointed union delegate will be recognised by the employer as an accredited representative of the union and, accordingly, allowed reasonable paid time, subject to the prior approval of the employer, to carry out their activities. The delegate will also be provided with the appropriate facilities to undertake the role and, subject to the prior approval of the employer, be able to attend relevant training programs without loss of pay.

48 NO EXTRA CLAIMS

- (a) The parties agree that during the currency of this Agreement there shall be no extra claims in relation to matters covered by this Agreement. Neither shall there be any

extra claims for matters set out in the Award except where consistent with the National Wage (or equivalent) Case principles

APPENDIX 1. – Rates of Pay

Classification Structure as at 1 July 2004 – Adjusted by 4.5% from 01.07.03

Grade	Level	Percentage	ANNUAL SALARY AT 1.7.03 Increase	ANNUAL SALARY AT 1.7.04 Increase	ANNUAL SALARY AT 1.7.05 Increase	FOR NEW ENTRANTS AT 1.7.06
1	Level 1.1	87.5%	32,826	34,303		
1	Level 1.2	90.0%	33,763	35,282	36,870	
1	Level 1.3	92.5%	34,701	36,263	37,894	37,894
1	Level 1.4	95.0%	35,639	37,243	38,919	
1	Level 1.5	97.5%	36,577	38,223	39,943	
1	Level 2.1	100.0%	37,514	39,202		
1	Level 2.2	102.5%	38,453	40,183	41,992	
1	Level 2.3	105.0%	39,390	41,163	43,015	43,015
1	Level 2.4	107.5%	40,329	42,144	44,040	
1	Level 2.5	110.0%	41,266	43,123	45,064	
2	Level 1.1	112.5%	42,204	44,103		
2	Level 1.2	115.0%	43,142	45,083	47,112	
2	Level 1.3	117.5%	44,080	46,064	48,136	48,136
2	Level 1.4	120.0%	45,018	47,044	49,161	
2	Level 1.5	122.5%	45,956	48,024	50,185	
2	Level 2.1	125.0%	46,893	49,003		
2	Level 2.2	127.5%	47,832	49,984	52,234	
2	Level 2.3	130.0%	48,769	50,964	53,257	53,257
2	Level 2.4	132.5%	49,708	51,945	54,282	
2	Level 2.5	135.0%	50,645	52,924	55,306	
3	Level 1.1	137.5%	51,583	53,904		
3	Level 1.2	140.0%	52,521	54,884	57,354	57,354
3	Level 1.3	142.5%	53,459	55,865	58,379	
3	Level 2.1	145.0%	54,396	56,844		
3	Level 2.2	147.5%	55,335	57,825	60,427	60,427
3	Level 2.3	150.0%	56,272	58,804	61,450	
3	Level 3.1	155.0%	58,148	60,765		
3	Level 3.2	157.5%	59,086	61,745	64,523	64,523
3	Level 3.3	160.0%	60,024	62,725	65,548	
4	Level 1.1	162.5%	60,691	63,422		
4	Level 1.2	167.5%	62,837	65,665	68,620	68,620
4	Level 1.3	172.5%	64,713	67,625	70,668	
4	Level 2.1	175.0%	65,651	68,605		
4	Level 2.2	180.0%	67,527	70,566	73,741	73,741
4	Level 2.3	185.0%	69,403	72,526	75,790	
5	Level 1.1	190.0%	71,278	74,486		
5	Level 1.2	200.0%	75,030	78,406	81,935	81,935
5	Level 1.3	210.0%	78,782	82,327	86,032	

Access to Grade 6 only available to Professional Engineers

Grade	Level	Percentage	ANNUAL SALARY AT 1.7.03 Increase	ANNUAL SALARY AT 1.7.04 Increase	ANNUAL SALARY AT 1.7.05 Increase	
6	Level 1.1	220.0%	82,533	86,247		
6	Level 1.2	230.0%	86,285	90,168	94,225	94,225
6	Level 1.3	240.0%	90,035	94,087	98,320	

Agreed Classification Structure for new employees/entrants and new positions after the 1 July 2006

Grade	Level	Percentage	ANNUAL SALARY AT 1.7.06 Increase
1	Level 1	87.5%	37,894
1	Level 2	100.0%	43,015
2	Level 1	112.5%	48,136
2	Level 2	125.0%	53,257
3	Level 1	137.5%	57,354
3	Level 2	145.0%	60,427
3	Level 3	155.0%	64,523
4	Level 1	162.5%	68,620
4	Level 2	175.0%	73,741
5	Level 1	190.0%	81,935

SIGNED FOR AND ON BEHALF OF:

SYDNEY AIRPORTS CORPORATION LIMITED

.....
Signed

.....
Witness

.....
Date

SIGNED FOR AND ON BEHALF OF:

COMMUNITY & PUBLIC SECTOR UNION

.....
Signed

.....
Witness

.....
Date

SIGNED FOR AND ON BEHALF OF:

AUSTRALIAN MANUFACTURING WORKERS
UNION

.....
Signed

.....
Witness

.....
Date

SIGNED FOR AND ON BEHALF OF:

AUSTRALIAN LIQUOR, HOSPITALITY AND
MISCELLANEOUS WORKERS UNION

.....
Signed

.....
Witness

.....
Date

SIGNED FOR AND ON BEHALF OF:

COMMUNICATIONS, ELECTRICAL,
ELECTRONIC, ENERGY, INFORMATION,
POSTAL, PLUMBING AND ALLIED UNION OF
AUSTRALIA

.....
Signed

.....
Witness

.....
Date

SIGNED FOR AND ON BEHALF OF:

ASSOCIATION OF PROFESSIONAL ENGINEERS,
SCIENTISTS & MANAGERS AUSTRALIA

.....
Signed

.....
Witness

.....
Date

48.1 Allowances

ALLOWANCE	RATE AT 1.7.03 4.5% Increase	RATE AT 1.7.04 4.5% Increase	RATE AT 1.7.05 4.5% Increase
ENTERPRISE AGREEMENT ALLOWANCES			
CLAUSE 26 (b) - ON CALL - Overnight Day & Night	16.47 27.45	17.21 28.69	17.99 29.98
CLAUSE 26 (D) - STANDBY - Overnight Day & Night	27.45 43.92	28.69 45.90	29.98 47.96
AWARD BASED ALLOWANCES			
CLAUSE 17.1.1 - ONE DISABILITY	0.63	0.66	0.69
CLAUSE 17.1.3 - CONFINED SPACE	1.48	1.55	1.62
CLAUSE 17.1.4 - TWO OR MORE DISABILITIES	1.07	1.12	1.17
CLAUSE 17.2 - PLUMBERS REGISTRATION	24.92	26.04	27.21
CLAUSE 15 - FIRST AID ALLOWANCE	12.60	13.17	13.76
CLAUSE 16 - TOOL ALLOWANCE - ELECT/MECH	13.51	14.12	14.75

